



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, November 13, 2018 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the November 13, 2018 Agenda.

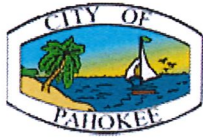
A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, NOVEMBER 13, 2018 6:30 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. **July 24, 2018 – Workshop Minutes**
 - 2. **September 25, 2018 – Special Meeting Minutes**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2018 – 67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR’S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PERMIT FOR THE ANNUAL PAHOKEE CHRISTMAS PARADE.**
 - 2. **RESOLUTION 2018 – 68 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE LOAN TERMS OF THE BANK OF BELLE GLADE FOR THE FINANCING OF AN ARTIFICIAL TURF PLAYING FIELD AND TO FURTHER DIRECT THE MAYOR AND CITY MANAGER TO TAKE THE NECESSARY ACTIONS TO CLOSE THE BANK LOAN WITH THE BANK OF BELLE GLADE.**
 - 3. **RESOLUTION 2018 – 69 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT FOR BOND COUNSEL SERVICES WITH THE LAW FIRM OF LEWIS, LONGMAN & WALKER, P.A.**
 - 4. **RESOLUTION 2018 – 70 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DIRECTING THE MAYOR TO SIGN THE ATTACHED SALES AGREEMENT UPON THE CLOSING OF THE BANK OF BELLE GLADE LOAN FOR THE PURCHASE OF ARTIFICIAL TURF FROM FIELDTURF USA, INC.**
- J. PUBLIC HEARINGS:
 - 1. **ORDINANCE 2018 – 03 (Second Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**
- K. PROCLAMATIONS (approval):
 - 1. **Declaring November 10-18, 2018 as Hunger and Homelessness Awareness Week**
- L. PRESENTATIONS:
 - 1. **Certificates of Heroism**
- M. REPORT OF THE MAYOR:



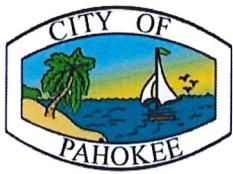
AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, NOVEMBER 13, 2018 6:30 P.M.

- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
- R. CITIZEN COMMENTS/GENERAL CONCERNS:
- S. CORRESPONDENCE/COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, July 24, 2018**

Pursuant to due notice the Commission Workshop was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on July 24, 2018.

The meeting was called to order by Mayor Babb at 6:07 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present at 6:11 p.m.
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present at 6:34 p.m.
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	City Clerk Tijauna Warner	Present

Topic

1. July 24, 2018 Agenda

Mayor Babb advised that the Lawn of the Month Certificate will be presented during the workshop.

Mr. Williamson provided an overview of the agenda and discussed the following resolutions: Resolution 2018-42, Resolution 2018-43, and Resolution 2018-44.

Mayor Babb advised that the items will be voted on at the Regular Commission Meeting. He allowed Commissioner Hill to present the Lawn of the Month Certificate to Darren T Hill & Sylvia Hill.

Mr. Williamson congratulated the recipients and provided an update on the following projects: Old Water Treatment Plant, Commissioner's Park, Old Pahokee High School, and funding for new football field at Parks and Recreation.

➤ *Discussions ensued.*

Mayor Babb requested for the City Manager to provide an update on the Marina project, to settle any rumors.

Mr. Williamson provided an update on the Marina project and discussed the misinformation regarding the project.

Mayor Babb provided Mr. Robert Lambert with an opportunity to comment regarding the Marina Project.

Mr. Lambert discussed the misinformation regarding the marina project and stated he is very satisfied with the progress.

Commissioner Everett mentioned the following items for discussion at the Regular Commission Meeting: the property located at 246 East Main Street, the lawsuit with Technomarine, Parks and Recreation gymnasium and facilities, Commission Retreat, City Clerk's position, Commissioners serving as liaisons, and peddlers.

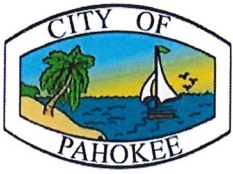
Mayor Babb requested for the status of Sara Perez's lawsuit to be provided during the Regular Commission Meeting.

Commissioner Hill addressed Mr. Lambert's comment regarding the misinformation of the Marina project.

There being no further business to discuss, Mayor Babb adjourns the meeting at 6:34 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



CITY COMMISSION OF THE CITY OF PAHOKEE
SPECIAL MEETING MINUTES
Tuesday, September 25, 2018

Pursuant to due notice the Special Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on September 25, 2018.

The meeting was called to order by Mayor Babb at 6:12 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present at 6:24 p.m.
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	Interim City Clerk Nylene Clarke	Present

Resolutions:

- 1. RESOLUTION 2018 - 54 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, FIXING THE FINAL MILLAGE FOR THE FISCAL YEAR 2018-2019 ON ALL TAXABLE REAL AND PERSONAL PROPERTY TO PROVIDE FOR GENERAL OPERATING EXPENSES, AND DECLARING A TAX LEVY UPON SAID PROPERTY.**

(Public Hearing on Resolution 2018-54 opened at 6:20 p.m.)

Mr. Brandenburg read Resolution 2018 -54 into the record. He advised the following:

- The City of Pahokee’s percentage increase in millage over rolled-back rate is 5.06%.
- Fiscal Year 2018/2019 rolled-back rate taxes are \$537,435 (95% budgeted = \$510,563) and Fiscal Year 2018/2019 proposed taxes are \$564,604 (95% budgeted = \$536,374).
- Fiscal Year 2018/2019 proposed tax increase is \$26,739 and Fiscal Year 2018/2019 rolled-back rate is 6.2271.
- The Fiscal Year 2017/2018 millage rate was 6.5419 and Fiscal Year 2018/2019 proposed millage is 6.5419.
- The Fiscal Year 2017/2018 proposed millage decrease is 0.00 and the 2017/2018 rolled-back rate was 6.4869.

Carl Morrison inquired about the amount per household or property.

Mr. Brandenburg stated it would be approximately \$10 per house, but each house is different and their millage is different; therefore, it is a huge approximation.

(Public Hearing on Resolution 2018-54 closed at 6:24 p.m.)

Mr. Brandenburg provided a brief overview of Resolution 2018-54 and the percentage increase in millage over rolled-back rate, for Commissioner Walker.

Approval of Resolution 2018 - 54.

Motion by Commissioner Hill. Seconded by Commissioner Everett.

Motion carried unanimously.

2. **RESOLUTION 2018 - 55 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET IN THE AMOUNT OF \$4,654,341 OF THE CITY OF PAHOKEE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019.**

Mr. Brandenburg read Resolution 2018 -55 into the record.

(Public Hearing on Resolution 2018-55 opened at 6:27 p.m. and closed at 6:28 p.m.)

Commissioner Everett inquired if the previous conversations regarding open positions and lawn care were taken into consideration for the Public Works Department and Cemetery Department, in the final budget.

Mr. Williamson advised the concerns were partially taken into consideration in the budget and some of the concerns will be addressed at a later date for this fiscal year. He advised that the concerns regarding personnel have been provided the Human Resources Department, so that positions may be identified and advertised.

Approval of Resolution 2018 - 55.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

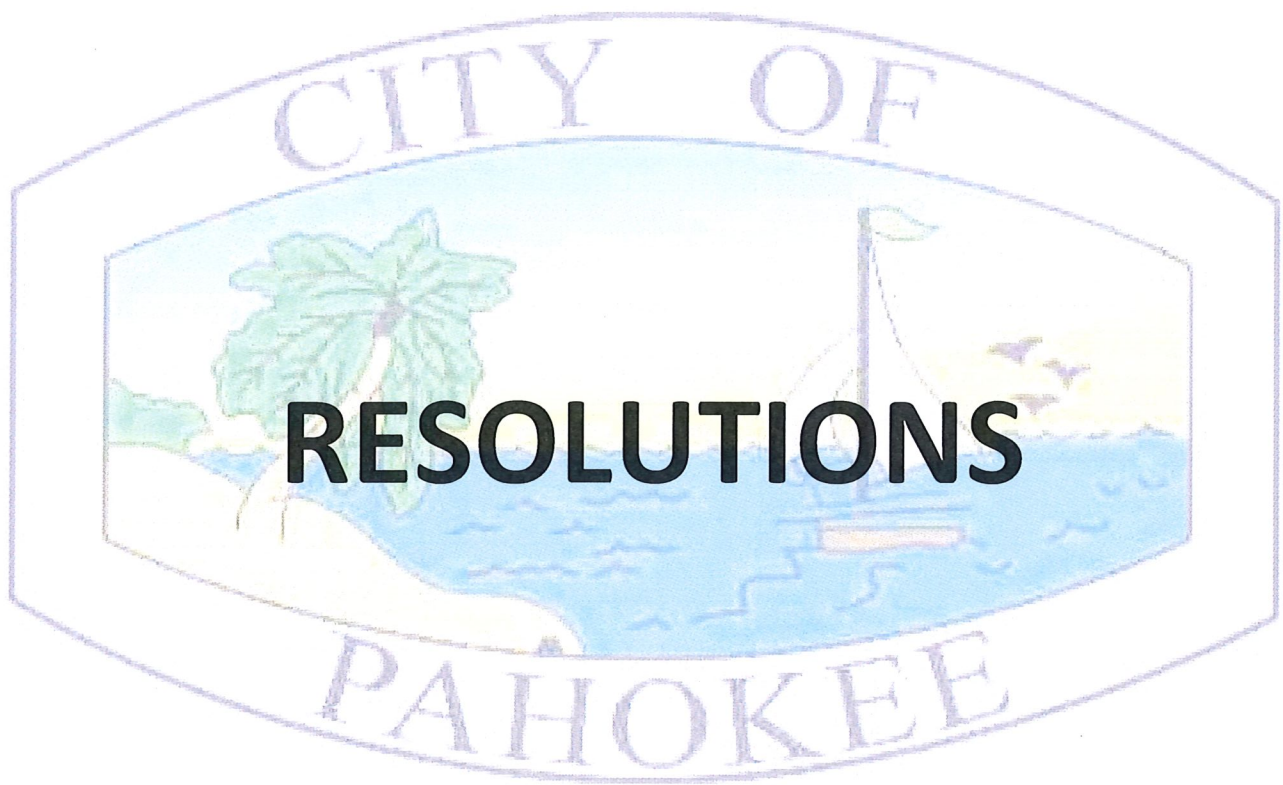
Motion carried unanimously.

City Commission Comments: *(none)*

There being no further business to discuss, Mayor Babb adjourned the meeting at 6:31 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



RESOLUTION 2018 - 67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR’S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PERMIT FOR THE ANNUAL PAHOKEE CHRISTMAS PARADE.

WHEREAS, the Pahokee Chamber of Commerce desires to hold a Christmas Parade on Monday, December 3, 2018, from 4:00 p.m. to 8:00 p.m.; and

WHEREAS, an application is required by the Florida Department of Transportation for the closure of roads along the route set forth on the attached Exhibit “A”; and

WHEREAS, the Florida Department of Transportation requires a resolution indicating the approval of the City Commission affirming permission for the parade to take place.

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

- Section 1.** The City Commission approves a Christmas Parade on December 3, 2018, starting at 4:00 p.m. and ending approximately 8:00 p.m.
- Section 2.** The parade is hereby authorized and the Mayor is directed to execute the application to FDOT for a permit for the Christmas Parade.

PASSED AND ADOPTED this 13th day of November, 2018.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Mayor Babb _____

Vice Mayor Murvin _____

Commissioner Everett _____

Commissioner Hill _____

Commissioner Walker _____

Gary M. Brandenburg, City Attorney

RESOLUTION 2018 - 68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE LOAN TERMS OF THE BANK OF BELLE GLADE FOR THE FINANCING OF AN ARTIFICIAL TURF PLAYING FIELD AND TO FURTHER DIRECT THE MAYOR AND CITY MANAGER TO TAKE THE NECESSARY ACTIONS TO CLOSE THE BANK LOAN WITH THE BANK OF BELLE GLADE.

WHEREAS, the City of Pahokee has determined that it is in the best interest of its residents to upgrade the City's football/soccer field and install artificial turf; and

WHEREAS, the City intends to use approximately \$100,000.00 of accumulated local discretionary sales surtax revenue and obtain a five-year loan from the Bank of Belle Glade in the amount of approximately \$582,280.00 at 4.40% tax exempt interest rate; and

WHEREAS, the City will pledge, budget, and encumber a sufficient amount of discretionary sales tax revenue to be received by the City for the payment of the entire amount of debt service on the loan as required in the agreement with the Bank of Belle Glade ("Loan Documents"). The City will pledge the non ad valorem revenues in such amount as to pay all debt service and fully meet the requirements of the Loan Documents (Pledged Revenue). This loan shall not constitute a pledge of ad valorem tax revenues, or any other revenues beyond the Pledged Revenue.

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

Section 1. The Mayor is authorized to sign the attached loan terms with the Bank of Belle Glade.

Section 2. The City Manager and City Attorney are authorized to take all necessary and required action to close the loan agreement with the Bank of Belle Glade.

PASSED AND ADOPTED this 13th day of **November, 2018.**

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker



STEPHEN M. PRIELOZNY
PRESIDENT

November 5, 2018

Chandler Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
Sent via email delivery
only to: cwilliamson@cityofpahokee.com

Re: Loan Terms to City of Pahokee, Florida
Artificial Turf – Everglades Prep Academy

Dear Chandler:

The Bank of Belle Glade is pleased to offer the following financing terms to the City of Pahokee, Florida:

Borrower: The City of Pahokee, Florida (the “City”)

Borrower's

Counsel: Gary Brandenburg, Esq.
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 101
North Palm Beach, FK 33408
Phone: (561)799-1414
Gary@BrandenburgPA.com

Lender: Bank of Belle Glade, a Florida banking corporation (the “Bank”)
108 SE Avenue D
Belle Glade, FL 33430
Attn: Stephen M. Prielozny, President
Phone: (863) 996-6711
Email: Steve@bankbg.com

Financial
Advisor: TBD (“Financial Advisor”)

Bond

Counsel: Bill Capko, Esq.
Lewis, Longman & Walker, P.A.
515 North Flager Drive, Suite 1500
West Palm Beach, FL 33401
Phone: (561) 640-0820; Fax: (561) 640-8202

Lenders

Counsel: Melanie A. McGahee, Esq.
McGahee & Perez, PL
417 West Sugarland Hwy.
Clewiston, FL 33440
Phone: (863) 983-1677; Fax: (863) 983-1973
Email: mmcgahee@mcgaheeperez.com

Loan: Bank Qualified Tax Exempt Term Note (the "Loan" or "Note," as the case may be)

Amount: \$582,280, plus related closing costs (not to exceed)

Purpose: The proceeds will be used to install an artificial grass surface on the City of Pahokee Everglades Prep Academy football field, along with the costs of issuance.

Term: The term of the Note will be approximately 5 years from the date of closing, fully amortizing with a final stated maturity of January 1, 2024.

Collateral: The City shall covenant and agree to appropriate in its annual budget, by amendment if necessary, from the City's Non-Ad Valorem Revenues, specifically, but to limited to, the City's Local Discretionary Sales Surtax Revenues, amounts sufficient to pay principal and interest of the Loan when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. Notice of the appropriation shall be provided to and acknowledged by Palm Beach County, Florida.

Repayment: Principal and Interest payments on the outstanding balance of the Note will be paid monthly on the first day of each month beginning on the first day of the month following closing that is at least 30 days from the Funding Date, and continue on the first day of each month thereafter until paid in full. The Loan will be amortized over 60 months.

Interest Rate: The interest rate will be fixed at 4.40%. This interest rate will be held until November 30, 2018. In the event the closing is delayed past this date, the rate will

be reset 3 days prior to closing and would be indexed to 80% of the prevailing New York Prime plus 25 basis points with a floor of 4.40 percent.

Origination

Fee: One-half percent of the Loan amount

Processing

Fee: \$500.00

Presumed

Funding Date: It is assumed that the Loan will fund on or before November 30, 2018.

Pre-payment: The City may prepay and redeem the Note, in whole or in part, at any time or from time to time, without penalty or premium, by paying to the Bank all or part of the principal amount of the Note to be repaid together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Notes shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Bank not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

Other Fees: The City is responsible for all legal and out of pocket expenses associated with the proposed financing. The Bank will be represented by McGahee & Perez, PL, whose fee will be fixed at \$5,000.00.

Financial

Reporting: Audited Financial Statements – The City shall cause an audit to be completed of its books and accounts and shall furnish to the Bank, when requested and/or within 210 days after the end of each fiscal year audited year-end financial statements of the City certified by an independent certified public accountant acceptable to the Bank to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements represent fairly in all material respects the financial position of the City and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections.

Annual Budget. The City shall adopt an annual budget as required by law. The City shall provide the Bank with a copy of its annual budget for each fiscal year not later than 45 days after the commencement thereof.

Events of Default:

An "Event of Default" shall be deemed to have occurred under the Note if:

- a) the City shall fail to make any payment of principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise; or
- b) the City shall default in the performance of, or compliance with, any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the City by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
- c) any representation or warranty made in writing by or on behalf of the City in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- d) the City admits in writing its inability to pay its debts generally as they become due or files a petition on bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- e) the City is adjusted insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments, or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
- f) the City shall file a petition of answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
- g) failure by the City promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations.

Documentation: Bank assumes all financing documentation will be prepared by Bond Counsel in form and content acceptable to Bank and Bank's counsel. Further, it is assumed Bond Counsel will provide, at no cost to Bank, a validity and tax opinion.

This proposal is subject to review and acceptance of all documents by Bank and Bank's counsel.

Requested

Provisions: Bank will require a gross up provision in the event the loan becomes taxable due to actions or omissions of the City. In the event the interest on the Loan becomes subject to federal income tax in any period, the interest rate will convert during that period and be calculated by dividing the current tax-exempt rate by 1 minus the

effective federal tax rate. In addition, the City shall make the Bank whole for any interest, penalties, and additional to tax suffered by the Bank.

Bank will require a default rate of interest calculated to be the lesser of five percentage points in excess of the Bank's Prime Rate of interest or the maximum interest rate allowed by law, charged at the time of the event of default.

During the term of the Loan, Bank will require the City to agree and covenant that Non-Ad Valorem Revenues shall cover projected annual debt service on the Loan and maximum annual debt service on all debt secured by or payable from Non-Ad Valorem Revenues by at least 1.25 times. On an annual basis, the City shall be required to provide a report that documents the actual Non-Ad Valorem Revenues and maximum annual debt service for that period along with a certificate attested to by a representative of the City that the reported numbers are correct.

Bank may require a regular accounting of the use of the proceeds throughout the construction period.

Bank requires that the Loan documents make no reference to any Uniform Commercial Code Section relating to Investment Securities (i.e. UCC Article 8).

Bank will agree to transfer restrictions stated below in "Assignment."

Assignment: It is Bank's intention to hold the Loan to maturity; however, Bank will require that it reserves the right to assign, transfer or convey the Loan (or any interest therein or portion thereof) only to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities.

Conditions of

Lending: The obligations of the Bank to lend hereunder are subjected to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the City's knowledge at the time of the closing.
- b) On the closing date the City shall be in compliance with all the terms and provisions set forth in the documents on its part to be observed or performed, and no Event of Default nor any event occurred and be continuing at such time.
- c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced the execution of the Note by the Bank): (i) the opinion of counsel to the City, regarding the due authorization, execution, delivery, validity and enforceability of the Note, the City's power to incur the debt evidenced by the Note, the due adoption and enforceability of the

Note Resolution and the due creation and existence of the City and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

- d) No material and adverse changes shall have occurred in the financial condition of the City.
- e) The Bank shall not be required to enter into the proposed Loan until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to: those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the Borrower while processing the Loan request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and/or the terms of the proposed Loan.

Pre-Close

Requirements: Bank will require a complete executed copy of the transcript by noon the day prior to funding (a scanned copy is acceptable). Ultimately, Bank will require a complete transcript with original signatures.

IRMA

Representation: Bank requests the City provide a letter confirming the City's Financial Advisor is acting as Independent Registered Municipal Advisor under the SEC Municipal Advisor Rule.

Bank's Role

As Lender:

The transaction described in this document is an arm's length, commercial transaction between the City and Bank in which: (a) Bank is acting solely as principal (*i.e.*, as a lender) and for its own interest; (b) Bank is not acting as a municipal advisor or financial advisor to the City; (c) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); and (d) Bank is not recommending that the City take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate.

Bank of Belle Glade appreciates the opportunity to offer these financing terms and looks forward to working with the City.

If you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully,



Stephen M. Prielozny, President

Agreed and accepted this _____ day of _____, 2018.

Borrower: City of Pahokee

Signature: _____

Printed Name: _____

Title: _____

RESOLUTION 2018 - 69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT FOR BOND COUNSEL SERVICES WITH THE LAW FIRM OF LEWIS, LONGMAN & WALKER, P.A.

WHEREAS, the City of Pahokee intends to enter into a loan agreement with the Bank of Belle Glade to fund the installation of artificial turf on the City's football and soccer field; and

WHEREAS, the Bank of Belle Glade requires a tax opinion from a nationally-recognized bond counsel indicating that the interest earned on the loan will be tax exempt under the United States Tax Code; and

WHEREAS, the attached agreement with Lewis, Longman & Walker, P.A. will provide for the necessary tax opinion to satisfy the requirements of the Bank of Belle Glade.

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

Section 1. The Mayor is authorized to sign the attached fee agreement with Lewis, Longman & Walker, P.A. for bond counsel services for a fee not to exceed \$15,000 and contingent on the closing of the bank loan with the Bank of Belle Glade.

PASSED AND ADOPTED this 13th day of November, 2018.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker



LLW

**LEWIS
LONGMAN
WALKER**

Attorneys at Law
llw-law.com

Reply To: West Palm Beach

October 17, 2018

City of Pahokee
c/o City Attorney Gary Brandenburg
207 Begonia Drive
Pahokee, FL 33476

**CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED**

RE: Legal Representation of City of Pahokee

Dear Mayor and City Commissioners:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 1 of this Engagement Agreement ("Agreement.") The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

1. Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is the City of Pahokee, whose primary address is 207 Begonia Drive, Pahokee, FL 33476 (hereafter "you").
2. Services. LLW will provide advice and representation to you only as bond counsel with respect to a loan from the Bank of Belle Glade.

Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

3. Professional Fees. As is customary, we will bill our fees as bond counsel on a transactional basis instead of hourly. Disbursements may be itemized and billed separately. Factors which affect our billing include: (a) our estimate of the risk involved in our writing our normal approving Opinion (risk is related to the size, complexity and tax questions in the transaction); (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing and so forth); (d) recognition of the contingent nature of our fee, since it is customarily the case that if a financing is not completed, we do not render a statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

JACKSONVILLE

245 Riverside Ave., Suite 150
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG

100 Second Ave. South, Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE

315 South Calhoun St., Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

WEST PALM BEACH

515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

City of Pahokee
c/o City Attorney Gary Brandenburg
October 17, 2018
Page 2

Based upon our understanding that (i) the principal amount of the Note will be approximately \$600,000, (ii) that the proceeds of the Note will be used to pay costs of the football field project and related costs of issuance, (iii) that the Note will be issued as a single note to a commercial lender to secure a loan to the City, and (iv) that the Note will be secured by the City's proceeds of the seventh cent sales surtax received from Palm Beach County, our fee as bond counsel will be \$15,000. Our fee is customarily paid at Closing, and we generally do not submit any statement for the fee until the Closing. The undersigned will act as your primary contact for this issue, with assistance as needed from other members of our public finance practice group.

4. Communication and Cooperation. In order for us to serve as your counsel, it is essential that we are able to contact you, and that you respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing you in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer and we may feel constrained to withdraw from any further work.

Gary Brandenburg has been identified as the client contact for this matter. I can be reached by telephone at (561) 640-0820 or by e-mail at wcapko@llw-law.com. I endeavor to return all telephone calls or e-mails within 24 hours during the business week, however if you are ever unable to reach me, please contact my assistant Beverley Servé by telephone at (561) 640-0820 or by e-mail at bserve@llw-law.com.

5. Costs. LLW will charge you for direct costs incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.

6. Billing and Payment. We will bill you at closing for professional services rendered and expenses incurred in connection with this matter. If you have any questions about the invoice or if you dispute any items or any invoice, you agree to notify me in writing within fifteen (15) days of the billing date of your question or concern. If no issues are raised within this time period, the firm will assume you do not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than thirty (30) days from the date of billing may bear interest at the rate of one (1%) per month on the unpaid balance, compounded monthly, until paid.

7. Court Awarded Fees. In litigation matters, the court may order your adversary to pay part or all of the fees and out-of-pocket costs expended on your behalf in the matter. The court's award of fees and/or costs does not set or limit the actual fees and costs incurred by you for our representation, nor does it limit your liability to LLW for payment of all fees and costs. Any fees and costs received by LLW on your behalf from an award by the court shall be credited toward

City of Pahokee
c/o City Attorney Gary Brandenburg
October 17, 2018
Page 3

your account. However, you remain liable for all fees and costs incurred above and beyond the amount awarded by the court.

8. Default. If you fail to abide by the terms of this Agreement, you will be considered in default of this Agreement and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

9. Public Records. LLW will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by your custodian of public records, as identified in the next section, LLW will provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to you.

Upon completion of the representation, LLW shall transfer, at no cost to you, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate

City of Pahokee
c/o City Attorney Gary Brandenburg
October 17, 2018
Page 4

for the records conversion upon request, and provide the converted records to you upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you.

If you receive a public records request for materials the record copies of which are maintained by LLW, you shall immediately notify LLW of the request in writing. LLW will provide the records to you, or allow the records to be inspected or copied within a reasonable time, as directed by you. If you desire for LLW to review the records for responsiveness and/or exemption/privilege, you shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If you seek for LLW to "certify" a public record, you should provide LLW with direction on the desired format of such certification along with the records request.

10. IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, Telephone Number (561) 924-8140, E-mail Address _____, 207 Begonia Drive, Pahokee, FL 33476

11. Liens. You agree that LLW shall have a charging lien, an equitable lien and retaining lien against all sums of money, property, client documents and files in this matter, if any, as security for any legal fees, costs and expenses owed by you to LLW.

12. Termination of Representation. You may terminate the attorney-client relationship at any time and for any reason. Such a termination does not, however, absolve you of the responsibility to pay for legal fees, costs, and expenses incurred prior to our receipt of notice of termination, or incurred subsequent to notice but reasonably necessary to protect your interests. To the extent permitted by the Rules Regulating the Florida Bar and any other applicable rules of professional conduct, we also reserve the right to terminate the attorney-client relationship at any time. Similarly, and again to the extent permitted by the applicable rules of professional conduct, you will remain liable for services or costs and disbursements incurred prior to our decision to withdraw or incurred subsequent to notice but reasonably necessary to protect your interests. Upon conclusion of our representation of you for any reason, the firm will confirm the end of our representation with you in writing.

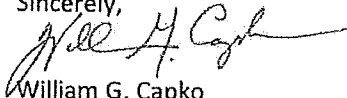
City of Pahokee
c/o City Attorney Gary Brandenburg
October 17, 2018
Page 5

13. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Palm Beach County, Florida and the parties hereby waive their right to a jury trial.

14. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement. Please return the original to me with the agreed-upon retainer in the enclosed self-addressed, stamped envelope, and retain a copy for your records. On behalf of LLW, I look forward to assisting you in this matter.

Sincerely,



William G. Capko

Lewis, Longman & Walker, P.A.

ACCEPTED BY:

CITY OF PAHOKEE

[SIGNATURE]

[PRINT NAME]

[TITLE]

[DATE]

Email Address: _____

Work Telephone Number: _____

RESOLUTION 2018 - 70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DIRECTING THE MAYOR TO SIGN THE ATTACHED SALES AGREEMENT UPON THE CLOSING OF THE BANK OF BELLE GLADE LOAN FOR THE PURCHASE OF ARTIFICIAL TURF FROM FIELDTURF USA, INC.

WHEREAS, the City Manager of the City of Pahokee solicited proposals from firms capable of supplying the artificial turf for the City of Pahokee's soccer and football field; and

WHEREAS, the City Manager has determined that FieldTurf USA, Inc. is the best and most cost efficient choice to meet the City's needs; and

WHEREAS, the attached contract in the amount of \$682,280.00 provides for the full installation of approximately 80,137 square feet of XTHD-57, 2.25 inches thick outdoor all green artificial grass in-filled playing surface on a base prepared by FieldTurf USA, Inc.

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

Section 1. The Mayor is authorized and directed to sign the attached agreement with FieldTurf USA, Inc. subsequent to the closing of the loan with the Bank of Belle Glade.

PASSED AND ADOPTED this 13th day of November, 2018.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb _____
Vice Mayor Murvin _____
Commissioner Everett _____
Commissioner Hill _____
Commissioner Walker _____

SALES AGREEMENT

This AGREEMENT dated October 25, 2018.

Between: **CITY OF PAHOKEE**
207 Begonia Drive
Pahokee, Florida 33476
Attn.: Chandler Williamson
City Manager

Tel: 561-924-5534 ext. 2001
Email: cwilliamson@cityofpahokee.com

(the "Customer")

And: **FieldTurf USA, Inc.**
7445 Côte-de-Liesse Road Suite 200
Montreal Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

(the "Supplier")

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf XTHD-57** for use as an outdoor field measuring approximately 80,137 square feet to the Customer located at Pahokee Civic Field, 360 East Main Street, Pahokee, Florida 33476 (the "**Site**"), and prepare the base in accordance with the specifications in **Schedule B**.

WHEREAS the Customer wishes to purchase same on the terms and conditions set out below;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SALE

The Supplier hereby agrees to sell, to supply and to install for the Customer who hereby agrees to purchase the Supplier's **XTHD-57, 2.25** inches thick outdoor all green artificial grass in-filled playing surface for use as a Football and Soccer field measuring approximately 80,137 square feet (the "**Product**") to be installed on a base prepared by Supplier in accordance with the specifications in **Schedule B**.

The Sale also includes:

- a. Design Services and construction documentation including:
 - a. Topographic survey of proposed turf limits
 - b. Geotechnical investigation of proposed turf limits
 - c. Review existing Geotechnical information and Stormwater Calculations prepared by others
 - d. Erosion Control Plan
 - e. Layout Plan
 - f. Grading Plan
 - g. Utility Plan
 - h. Field Marking Plan

- i. Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field
 - j. Furnish Sealed Drawings
 - k. Attend up to one (1) coordination meeting with the Local Permitting Authority
- b. Mobilization
 - c. Layout of our work
 - d. Mass excavation and cut to subgrade with spoils hauled off site
 - e. Install stabilized construction entrance
 - f. Laser grade and compact subgrade
 - g. Furnish and install 6" x 12" concrete curbing at perimeter of the field
 - h. Furnish and install pressure-treated 2x4 nailer boards at concrete curb
 - i. Furnish and install 12" perimeter perforated HDPE piping and tie into existing storm system
 - j. Furnish and install geotextile fabric full coverage on the turf limits of the field
 - k. Furnish and install 12" wide flat panel drains on 20' centers in a herringbone pattern that will gravity feed into the collection drain
 - l. Furnish and install (4) 12" inline basin's less than 5' in depth
 - m. Furnish and install 4" of base stone
 - n. Furnish and install 2" of finish stone
 - o. Laser Grade finish stone
 - p. Furnish and install Sportsfield Specialties GoalPak unit (Football & Soccer Goals)
 - q. One year warranty on all civil work
 - r. Installation of the artificial in-filled grass surface upon a suitable base;
 - s. An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface;
 - t. Center logo: 'PAHOKEE'
 - u. Inlaid football and soccer markings
 - v. This agreement and pricing are based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.

2. EQUIPMENT

The following maintenance equipment is included in the sale:

- One (1) GroomRight
- One (1) SweepRight

3. SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

4. BASE WORK

The Supplier shall carry out the required base work in accordance with the specifications in **Schedule B**. The base work will be subject to the same conditions and requirements indicated in Section 8 "Installation" hereof.

5. PRICE

The purchase price for the Product fully installed, shall be SIX HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED AND EIGHTY DOLLARS **AND 00/100** (\$682,280.00) (the "Purchase Price") plus any other applicable taxes and/or any bonding costs. The Price is subject to increase if affected by a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's check in accordance with the following payment schedule:

- 5.1 **Thirty percent (30%)** of the Purchase Price due upon Customer's execution of this Agreement;
- 5.2 **Sixty percent (60%)** of the Purchase Price upon delivery of the artificial turf at the Site; Remaining balance of **ten percent (10%)** upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within ten (10) days following the date to the applicable invoice.

If this project is located in a state in which release of final payment and/or retainage is governed by statute or other applicable law, Customer shall use its best efforts to undertake all appropriate measures, including without limitation the recording of a notice of completion, so that final payment hereunder, including retainage, if any, shall be released to Supplier without delay. In all cases, Supplier shall be entitled to receive final payment, including retainage, if any, no later than the earliest eligible date according to applicable statute or law. If the lawful payment or release is delayed through no fault of Supplier, Owner shall pay Supplier interest thereon at the rate indicated below, as of the date when payment or release first became due by law.

Supplier shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Supplier pursues collection of payment of any past due invoice.

Any unpaid balance bears interest at a rate of ten percent (10%) per year or at the legal rate to the extent required by applicable law or statute.

6. FUNDING AND PAYMENT CONTINGENCY

Supplier's obligations provided for in this Agreement are expressly conditioned upon (1) evaluation and verification of Customer's creditworthiness and (2) ability to timely issue payment in accordance to Section 5 "Price" hereof. In the event the results of such evaluation and verification aren't satisfactory to the Supplier and/or there is sufficient uncertainty to indicate that the Customer is not apt to timely issue payment to the Supplier; Supplier shall have the right to terminate this Agreement without penalty.

7. ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies

noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force, a sample of which is attached hereto as **Schedule A**;

The form of Manufacturer's Limited Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier. Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

8. INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is square footage of field x 0.12 and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 foot wide by 25 foot long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to *Force Majeure*, the parties recognize that in certain cases severe weather while not constituting *Force Majeure* could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

9. SITE SECURITY

Adequate and reasonable security shall be provided during the installation process of Supplier's materials, products, and equipment. Vandalism of the Supplier's materials, products, and equipment shall be the sole responsibility of the Customer.

10. PERMITS

Although the Customer is responsible for obtaining its own permits or corporate authorizations, the Supplier will use its best efforts to assist the Customer in obtaining any local permits or corporate authorizations required.

11. ENTIRE AGREEMENT

The provisions herein contained, together with **Schedule A and B**, constitute the entire agreement between the parties and cancel all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. Other than as provided herein Customer hereby acknowledges that it is not relying on any representations of the Supplier as to the performance of the work, except as stated expressly herein.

12. CLAIMS FOR CONSEQUENTIAL DAMAGES

The Supplier and the Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages, including but not limited to:

- 12.1 Damages incurred by the Customer for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 12.2 Damages incurred by the Supplier for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work under this agreement.

13. NOTICE

Supplier shall not entertain any claim for damages caused by itself or by persons for whom it is responsible unless the Customer advises the Supplier in writing of the damage-causing event, including photographs, within 7 days of the event, addressed to the project administrator as well as the contract administration of Supplier.

14. TERM OF AGREEMENT

This Agreement shall be effective as of the date and year first written above and shall remain in effect until thirty (30) days after the date on which (a) both parties sign the Certificate of Completion; and/or (b) Customer pays Supplier the full Purchase Price, whichever is later, at which time the Agreement shall terminate.

15. GOVERNING LAW AND CONSENT

The rights of the parties hereto and the provisions hereof shall be interpreted and construed according to the laws of the State of Florida. The parties consent to the exclusive jurisdiction and venue of the court of competent jurisdiction in said State.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date and year first above written.

FieldTurf USA, Inc.

CITY OF PAHOKEE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Date: _____

Date: _____

Attachment: **Schedule A – Certificate of Completion**
 Schedule B – Supplier’s Pricing Proposal dated April 13, 2018

SCHEDULE A



CERTIFICATE OF COMPLETION

This certificate will confirm that the installation of the _____ product located at:

(field name)

(school / city or company name)

Address:		
City, State, Zip		
Tel:		
Fax:		
Contact name:		Email:

has been completed to the satisfaction of the Owner.

Date of Substantial Completion: _____

Sporting Activities: _____

Owner Information:

Owner:	
Address:	
City, State, Zip	

Signature: _____ Organization: _____

Print name: _____ Title: _____

City: _____ State: _____

This _____ day of _____, 20 _____

Punch List:	<input type="checkbox"/>	None	<input type="checkbox"/>	Attached	<input type="checkbox"/>	To Follow	<input type="checkbox"/>
-------------	--------------------------	------	--------------------------	----------	--------------------------	-----------	--------------------------

The Product installed hereunder may be protected by patents worldwide and is subject to the terms of the applicable FieldTurf warranty.

7445 Cote-de-Liesse, Suite 200, Montreal, Québec, Canada H4T 1G2
Toll Free: (800) 724-2069, Fax: (514) 340-9374 www.felturf.com

SCHEDULE B
Supplier's Pricing Proposal dated April 13, 2018



April 13, 2018

BUDGET PROPOSAL FOR THE CITY OF PAHOKEE

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

Field Name	Pahokee Everglades Prep Academy
Turf System	FieldTurf XTHD-57
Square Footage	80,137
Field Markings	Football and Soccer
Price	\$ 682,280.00

Add Alternate

- 1) Install FieldTurf FTTHD-57 in lieu of FieldTurf XTHD-57 Add: \$ 60,102.75

Product Details

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XTHD-57 system, with the following product characteristics:

- Pile Height: 2.25 Inches
- Infill Weight: 6 lbs/ft²
- Pile Weight: 33 oz/yd²
- Total System Weight: 920 oz/yd²

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.





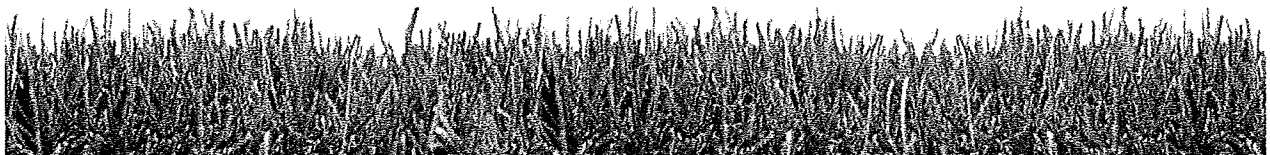
A Tarkett Sports Company

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes:

- a) Design Services and construction documentation including:
 - a. Topographic survey of proposed turf limits
 - b. Geotechnical investigation of proposed turf limits
 - c. Review existing Geotechnical information and Stormwater Calculations prepared by others
 - d. Erosion Control Plan
 - e. Layout Plan
 - f. Grading Plan
 - g. Utility Plan
 - h. Field Marking Plan
 - i. Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field
 - j. Furnish Sealed Drawings
 - k. Attend up to one (1) coordination meeting with the Local Permitting Authority
- b) Mobilization
- c) Layout of our work
- d) Mass excavation and cut to subgrade with spoils hauled off site
- e) Install stabilized construction entrance
- f) Laser grade and compact subgrade
- g) Furnish and install 6" x 12" concrete curbing at perimeter of the field
- h) Furnish and install pressure-treated 2x4 nailer boards at concrete curb
- i) Furnish and install 12" perimeter perforated HDPE piping and tie into existing storm system
- j) Furnish and install geotextile fabric full coverage on the turf limits of the field
- k) Furnish and install 12" wide flat panel drains on 20' centers in a herringbone pattern that will gravity feed into the collection drain
- l) Furnish and install (4) 12" inline basin's less than 5' in depth
- m) Furnish and install 4" of base stone
- n) Furnish and install 2" of finish stone
- o) Laser Grade finish stone
- p) Furnish and install Sportsfield Specialties GoalPak unit (Football & Soccer Goals)
- q) One year warranty on all civil work





FieldTurf

A Tarkett Sports Company

- r) Installation of the artificial in-filled grass surface upon a suitable base;
- s) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface;
- t) Center logo: 'PAHOKEE'
- u) Inlaid football and soccer markings
- v) Maintenance equipment: 1 GroomRight + 1 SweepRight
- w) *This proposal and offered pricing are based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.*

Price does not Include:

- a) Any costs associated with necessary charges relating to the delineation of the field
- b) The supply of manholes, clean-outs or grates, or supply of the manhole covers
- c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- d) Soil stabilization or remediation of any type
- e) Rock excavation
- f) Site security
- g) Boring for utilities
- h) Any electrical work
- i) Supply or installation of fencing or any barrier not listed above
- j) Supply or installation of perimeter safety fencing
- k) Supply or installation of any athletic equipment not listed above
- l) Supply or installation of time clocks, scoreboards, or communication systems
- m) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer
- n) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and RCP
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
- p) Maintenance, fertilization or irrigation or site restoration
- q) Any modifications to the existing irrigation system in place. Cut and cap only where irrigation system is encountered within the limits of FieldTurf
- r) Union labor or other labor law levies





- s) Bonds and prevailing wages
- t) Any work not listed in the inclusions

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:

Richard Leibl-Cote
Project Manager
514-375-2599
Richard.Leibl-Cote@fieldturf.com

Chris Wedge
Regional Sales Manager
352-242-7620
Chris.Wedge@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. /FieldTurf, Inc.

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 28 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of

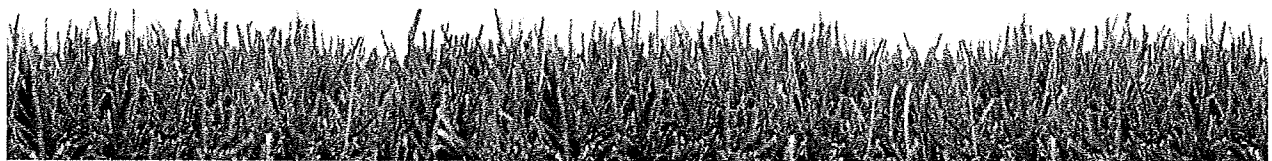


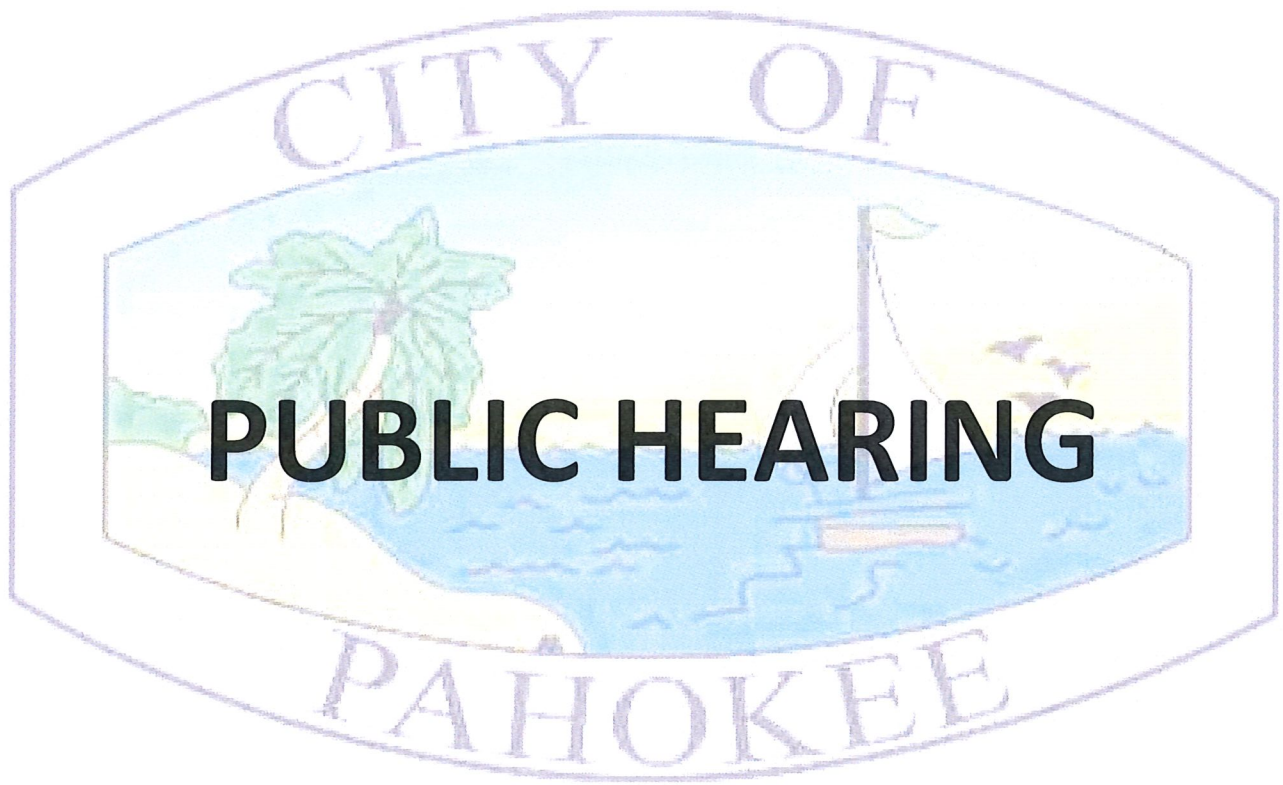


A Tarkett Sports Company

infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.

- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.





ORDINANCE NO. 2018 - 03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.

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

Section 1. Section 2-272(6) of the Code of Laws and Ordinances of the City is hereby repealed.

~~Waivers. The City Commission, upon a super-majority vote (4 out of 5), may waive the provisions of Sec. 2-272(4) when it is determined that to proceed with the normal procurement process will jeopardize the grant or other type of funding for the project, and the City has received approval from the provider of the grant or other source of funding to proceed with an alternative procurement process.~~

Section 2. **Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 3. **Repeal of Laws in Conflict.** All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 4. **Inclusion in the Code of Ordinances.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective sixty (60) days after passage by the City Commission on second reading.

PASSED on first reading this 14th day of August, 2018.

PASSED AND ADOPTED on second reading this 13th day of November, 2018.

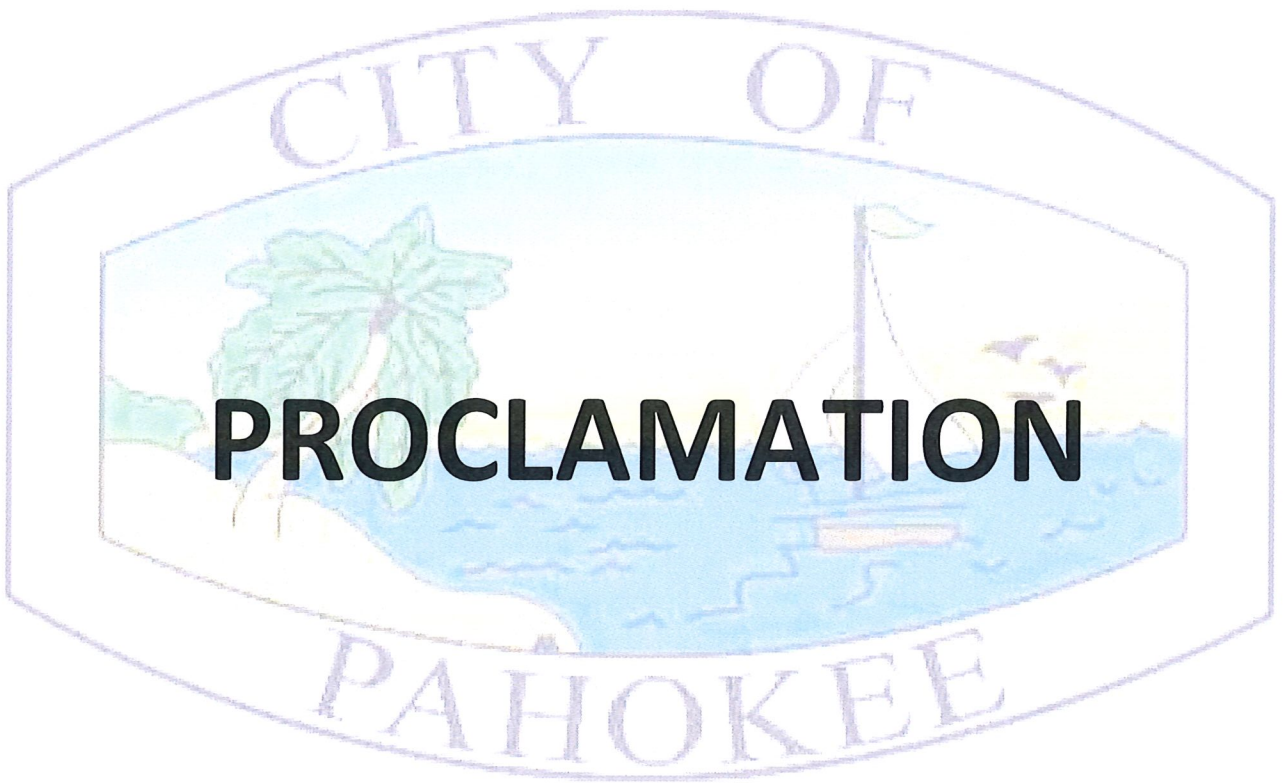
Keith W. Babb, Jr., MAYOR

Attest: _____
Nylene Clarke, Interim City Clerk

	First Reading	Second and Final Reading
MAYOR BABB	<u>Yes</u>	_____
COMMISSIONER HILL	<u>Yes</u>	_____
COMMISSIONER MURVIN	<u>Yes</u>	_____
COMMISSIONER WALKER	<u>Yes</u>	_____
COMMISSIONER EVERETT	<u>Yes</u>	_____

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY



PROCLAMATION

Proclamation

Declaring November 10-18, 2018 as
Hunger and Homelessness Awareness Week

Whereas, people from all walks of life, including families with children, employed and unemployed workers, elderly residents, veterans, disabled individuals, youth, and individuals are impacted by hunger and homelessness; and

Whereas, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Palm Beach County for very low income residents, and to encourage support for homeless assistance service providers, as well as community service opportunities for students and school service organizations; and

Whereas, the theme of National Hunger and Homelessness Awareness Week 2018 is focused on bringing America home by eliminating barriers to accessing essential services, such as affordable housing, affordable health care, child care, education, and the costs of basic necessities that often contribute to hunger, food insecurity, and people experiencing homelessness on any given night in Palm Beach County; and

Whereas, the intent of Hunger and Homelessness Awareness Week is consistent with the activities of the Homeless Advisory Board, Homeless Coalition, Homeless and Housing Alliance, Palm Beach County Food Bank, The Lords Place, Gulfstream Goodwill Industries, Adopt A Family, and other service providers in Palm Beach County;

NOW, THEREFORE, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of the City of Pahokee, I do hereby proclaim the week of November 10-18, 2018, as Hunger and Homelessness Awareness Week.

Done this 13th day of November, 2018

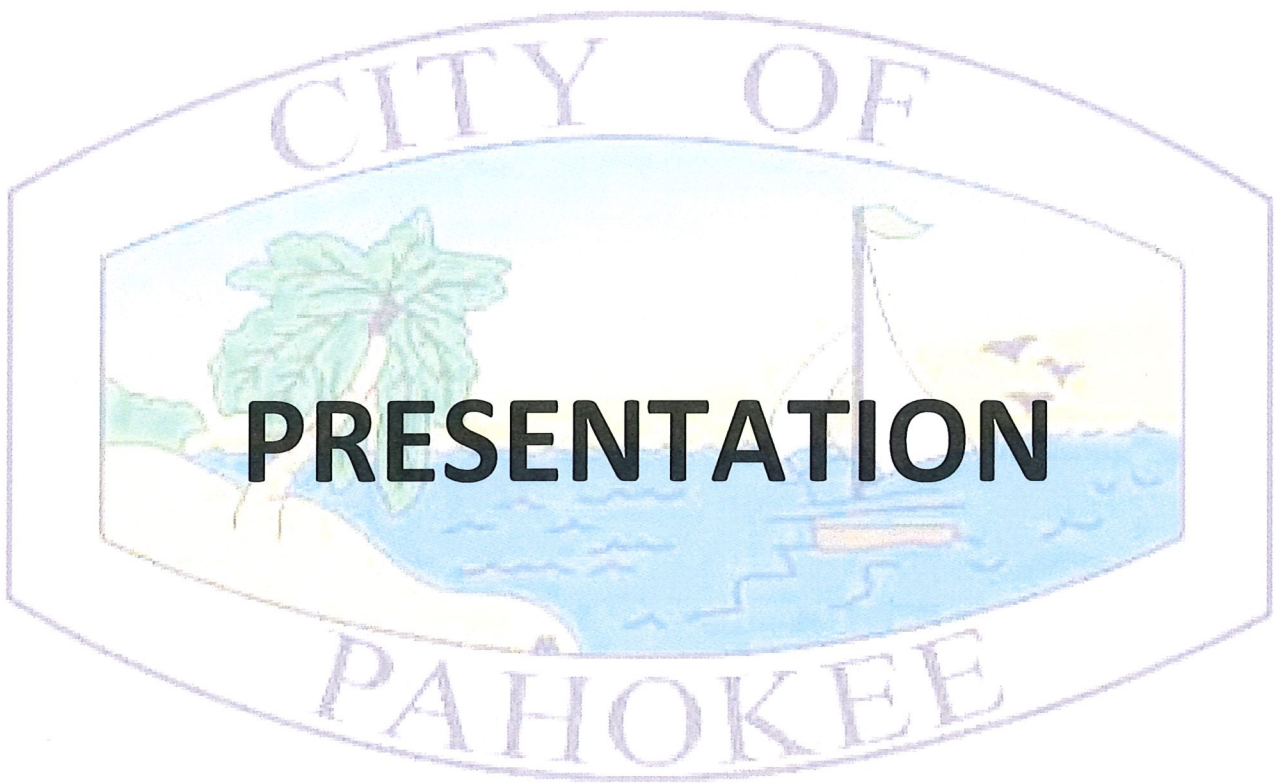
Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Clara M. Murvin
Vice Mayor Clara M. Murvin

Benny L. Everett, III
Commissioner Benny L. Everett, III

Felisia C. Hill
Commissioner Felisia C. Hill

Diane L. Walker
Commissioner Diane L. Walker



PRESENTATION

Certificate of Heroism



The City of Pahokee proudly presents this certificate to
PALM BEACH COUNTY FIRE RESCUE STATION 72, "C" SHIFT

Due to your patience and performance, your actions were instrumental in preventing a potential tragedy on October 13, 2018.

Presented this 13th day of November 2018

Keith W. Babb, Jr.

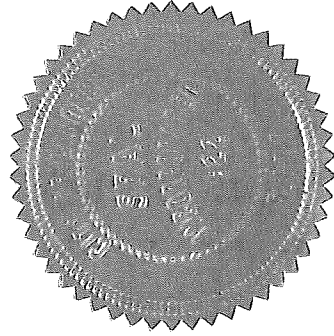
Mayor Keith W. Babb, Jr.

Benny L. Everett, III

Commissioner Benny L. Everett, III

Diane L. Walker

Commissioner Diane L. Walker



Clara M. Murvin

Vice Mayor Clara M. Murvin

Felicia C. Hill

Commissioner Felicia C. Hill

Chandler J. Williamson

Chandler J. Williamson, City Manager

Certificate of Heroism



The City of Pahokee proudly presents this certificate to

BRANDON GREENFIELD

In recognition of your act of heroism on October 13, 2018.

Presented this 13th day of November 2018

Keith W. Babb, Jr.

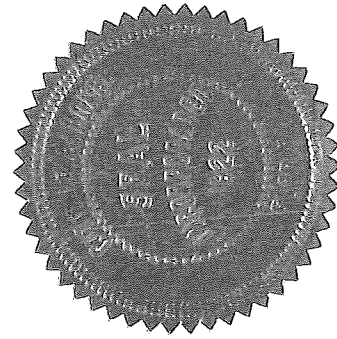
Mayor Keith W. Babb, Jr.

Benny L. Everett, III

Commissioner Benny L. Everett, III

Diane L. Walker

Commissioner Diane L. Walker



Clara M. Murvin

Vice Mayor Clara M. Murvin

Felisia C. Hill

Commissioner Felisia C. Hill

Chandler F. Williamson

Chandler F. Williamson, City Manager

Certificate of Heroism



The City of Pahokee proudly presents this certificate to

JONATHAN MOORE

In recognition of your act of heroism on October 13, 2018.

Presented this 13th day of November 2018

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Benny L. Everett, III

Commissioner Benny L. Everett, III

Diane L. Walker

Commissioner Diane L. Walker



Clara M. Murvin

Vice Mayor Clara M. Murvin

Felicia C. Hill

Commissioner Felisia C. Hill

Chandler F. Williamson

Chandler F. Williamson, City Manager