

***The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow
Together***

**CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
335 SW 2ND AVENUE, SOUTH BAY FL 33493**

**TUESDAY, SEPTEMBER 04 2018
7:00 P.M.**

**www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950**

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Betty Barnard
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Jessica Figueroa

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not, however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting. Please silence all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
SEPTEMBER 04, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together*

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Strategic Goals – Commissioner Berry**
- 4. ADJOURNMENT**

**AGENDA
CITY OF SOUTH BAY, FLORIDA
REGULAR CITY MEETING
CITY COMMISSION CHAMBERS
SEPTEMBER 04, 2018 @ 7:00 P.M.**

*South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together*

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NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS/PROCLAMATIONS**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- 5a. Approval of City Meeting Minutes - August 21, 2018 City Workshop
August 21, 2018 Regular City Meeting

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

6a. **RESOLUTION 41-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING A PIGGYBACK PURCHASE FOR A NEW 2018 FORD TRANSIT T-350 LOW ROOF WAGON AND A NEW 2018 FORD F-150 ½ TON EXTENDED CAB PICKUP TRUCK FROM DUVAL FORD, LLC; PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA17-VEL25.0 CHASSIS/FSA17-VEL 15.0; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION 42-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED COMMUNITY BACK TO SCHOOL BASH, PUTTING KIDS FIRST AGENCY RESPONSIBILITY AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION 43-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A FIFTH AMENDMENT TO A SUBGRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

6d. RESOLUTION 44-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENVIRONMENTAL CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CARDNO, INC.; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Upcoming Meetings:

- Tentative Budget Hearing – September 11, 2018
- City Workshop & Regular City Meeting – September 18, 2018
- Final Budget Hearing – September 25, 2018

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
City Workshop
August 21, 2018

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 21, 2018 at 6:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Wilson
Commissioner Esther E. Berry
Commissioner Taranza McKelvin
Commissioner Betty Barnard

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director

Mayor Kyles opened the meeting with discussion of the continuation of 2018-2019 budget from August 07, 2018 City Workshop.

Commissioner Berry had a few recommendations, which were adding a lab top to the Legislative Department, an increase in Capital Improvements by \$50,000, and an increase by \$5,000 in the oratorical contest line item. The City Manager stated, those were recommendations he would take under consideration and he would find a way to work that into this year's budget.

Mayor Kyles asked the City Manager, "How can we work out an affordable housing program, within the City of South Bay? "and" How can we work that into our budget?". The City Manager stated, that would be something we could look into and he would work closely with the bank in order to put together an appropriate and clear program.

The City Manager stated, this was our final budget workshop for the tentative budget FY 2018-2019 and the next time we hear the budget would be at the tenant budget hearing on September 11, 2018 at 7:00 p.m.

Commissioner Berry questioned observations within the Non-Department 191.

The City Manager clarified the budget highlights of the Non-Department 191 which were 15.35% of the 2018-2019 FY budget. He stated the total budget for Non Department 191 was \$335,000. He said some of the highlights were for the professional services, mosquito assessment, liability insurance, and \$27,000 in the Contingency Budget.

Commissioner Berry asked about the \$5,900 relating the annual assessment of the Solid Waste Authority trash renewal. The City Manager explained it is the estimated annual based fee of Solid Waste Authority's annual assessment.

Commissioner Berry mentioned discussion of the budget for public safety.

The City Manager stated the 2% increase and the commission wanted him to ask the Sheriff Department about an additional school crossing guard. He said, he had did not get a response back and they were still making assessments.

Commissioner Berry asked if there were any additional vehicles purchases within the Public Works Department. The City Manager stated, last budget year the Commission approved the purchase of the vehicle in the public works department and it is here.

Mayor Kyles opened discussions of the consent agenda.

The City Clerk addressed minor corrections to the August 07, 2018 that were made by Commissioner Berry.

The City Clerk read Resolution 36-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached amendment No. 002 to the agreement (R2016-0567) between the City of South Bay and Palm Beach County; Providing for an effective date.

The City Manager expressed, the city-county desire to revise the agreement and provide \$335,000 additional funding for the project through the county's fiscal year 2018-2019 CDBG allocation and modify both the project completion date and certain performance requirements associated with the project. He continued, the amendment shows that the county will provide the CDBG Funding Allocation at a total of \$791,101 with a new project completion date of June 30, 2019. He said, the city acknowledged they would contribute \$120,000 towards playground equipment installation for parks improvements.

The City Clerk read Resolution 37-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached amendment number one to the economic development transportation project fund agreement between the Florida Department of Transportation and the City of South Bay; Providing for an effective date.

The City Manager stated Amendment 1 attached as exhibit A replaced the scope of services relating to the Glades Area Street Resurfacing and Reconstruction Phase 3 for Northwest 1st Street from 3rd Avenue to 2nd Avenue.

The City Clerk read Resolution 38-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, acknowledging the 2018 South Bay Community Input Survey; Authorizing the City Manager to take all necessary and expedient action to effectuate the intent of this resolution; Providing for an effective date.

The City Manager announced, the residents identified and prioritize the issues relating to strengths, locations of people, weakness, lack of job opportunity, lack of diversity of businesses; some opportunities in distribution, infrastructure, transportation; center and seniority events such as Bay Fest; some threats such as Lake Okeechobee. The City Commission acknowledged the 2018 Community Input Survey for Economic Development.

The City Clerk read Resolution 39-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute a lease agreement between the City of South Bay and Xerox Corporation for the leasing and expedient action to effectuate the intent of this Resolution; providing for an effective date.

The City Manager stated, the city desired to continue its relationship with Xerox by entering into a new 48-month lease agreement for the leasing of 1 Xerox C 8045 H Copier Printer for a monthly leasing amount not to exceed \$173.16.

The City Clerk read Resolution 40-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute the attached state-funded grant agreement between the State of Florida Department of Transportation and the City of South Bay; Providing for an effective date.

The City Manager stated FDOT had approved an appropriation to benefit the City of South Bay in the amount of \$170,000 for the Street Resurfacing Public Right Away Improvements of Northwest 1st Street.

Mayor Kyles adjourned the city workshop at 7:00 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

City of South Bay
Regular City Meeting
August 21, 2018

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 21, 2018 at 7:02 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry
Commissioner Taranza McKelvin
Commissioner Betty Barnard

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts; There were none.

Consent Agenda

Mayor Kyles called for approval of the consent agenda.

Commissioner Barnard made a motion to approve the consent agenda, inclusive of August 07, 2018 city workshop and regular city meeting minutes. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Mayor Kyles called for approval of the regular agenda.

Commissioner Barnard made a motion to approve the regular agenda. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Resolutions

The City Clerk read Resolution 36-2018 for the record.

Commissioner McKelvin made a motion to approve Resolution 36-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached amendment No. 002 to the agreement (R2016-0567) between the City of South Bay and Palm Beach County; Providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 37-2018 for the record.

Vice-Mayor Wilson made a motion to approve Resolution 37-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached amendment number one to the economic development transportation project fund agreement between the Florida Department of Transportation and the City of South Bay; Providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 38-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 38-2018, a Resolution of the City Commission of the City of South Bay, Florida, acknowledging the 2018 South Bay Community Input Survey; Authorizing the City Manager to take all necessary and expedient action to effectuate the intent of this resolution; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 39-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 39-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute a lease agreement between the City of South Bay and Xerox Corporation for the leasing and expedient action to effectuate the intent of this Resolution; Providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 40-2018 for the record.

Commissioner Berry made a motion to approve Resolution 40-2018, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute the attached state-funded grant agreement between the State of Florida Department of Transportation and the City of South Bay; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Rosenwald Elementary School

Commissioner McKelvin announced a parent involvement meeting on Wednesday, August 22, 2018 at 6:00 p.m. – 7:00 p.m at Rosenwald Elementary School.

City Clerk Report

The City Clerk announced the following upcoming meetings:

- City Workshop & Regular City Meeting - September 04, 2018

- Tentative Budget Hearing – September 11, 2018
- City Workshop & Regular City Meeting – September 18, 2018
- Final Budget Hearing – September 25, 2018

City Manager Report *(full discussion/recording available through the City Clerk's Office)*

The City Manager presented the following updates:

- Brownsfield Site Update – Received approval from Environmental Protection Agency (EPA) regarding the Brownfield Site for additional funding.
- Roadway Construction Update – Received an email from Kimely Horn, the Engineers for SW 7th Avenue and SW 1st Street that the bidding and plan documents were scheduled to be “here” November 2nd.
- Stormwater Drainage Update – Engineers are working on getting the City some plans for the SE section
- City Wide Holiday Decorations Update – The City Manager stated, the current agreement had ended and asked how the commission wanted to proceed. The Commission gave consensus for the City Manager to get three quotes.

Future Agenda Items

Commissioner Berry requested to schedule part of the workshop at the next meeting to discuss the City's Strategic Goals.

Vice-Mayor Wilson suggested a “Meet & Greet” with all the business owners within the City of South Bay.

Commissioner Barnard recommended putting together a Town Hall Meeting

Vice-Mayor Wilson requested an update on the city park modernization. The City Manager stated, the city approved “tonight” the additional \$335 thousand dollars. He said an agreement awarding the bid/contractor would be coming before the commission for approval.

Mayor Kyles explained, the city was working on the SE section; told the residents t the city had not forgotten about that area. He said, the city was working fixing the drainage in the SE section before repairing the streets in that particular area.

A resident asked the commission for the timeline of completion. The City Manager stated, the project for Storm Water would be underway 2019 and the roadway funding would be following.

Commissioners Comments for the good of the order

Commissioner McKelvin thanked everyone who attended the meeting.

Commissioner Barnard thanked everyone who attended the meeting. She asked everyone to continue to come to the meeting. She shared her first experience with the Florida League of Cities. She said, “We want to build a brighter community and that is where the city was headed”.

Commissioner Berry also mentioned Home Rule. She said, there were copies of local governance information at the back of the chambers. She thanked everyone who attended the meeting.

Vice-Mayor Wilson said one person could not accomplish anything, it takes a team. He also thanked everyone who attended the meeting.

Mayor Kyles also spoke on Home Rule and said that the commission would continue to fight for home rule in Tallahassee. He stated, "It's you, referencing the residents, that make things happen within the city." Also, he thanked everyone who attended the meeting.

Mayor Kyles adjourned the regular city meeting at 7:43 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

RESOLUTION NO. 41-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING A PIGGYBACK PURCHASE FOR A NEW 2018 FORD TRANSIT T-350 LOW ROOF WAGON AND A NEW 2018 FORD F-150 ½ TON EXTENDED CAB PICKUP TRUCK FROM DUVAL FORD, LLC; PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA17-VEL25.0 CHASSIS/FSA17-VEL 15.0; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to piggyback the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA17-VEL25.0 chassis/FSA17-VEL 15.0 for the purchase of two vehicles for the City's Parks and Recreation Department; and

WHEREAS, the City is in need of a new 2018 Ford Transit T-350 Low Roof Wagon (X2Z) ("2018 Ford Transit T-350") at a cost of Thirty-Five Thousand Four Hundred Sixty-One Dollars 00/100 (\$35,461.00); and

WHEREAS, the City is also in need of a new 2018 Ford F-150 1/2 Ton Extended Cab Pickup Truck - 4X2 (X1C) ("2018 Ford F-150 Pickup Truck") at a cost of Twenty-One Thousand Four Hundred Thirty-Four Dollars 00/100 (\$21,434.00); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into two Master Equipment Lease-Purchase Transit Agreements for the 2018 Ford Transit T-350 and the 2018 Ford F-150 Pickup Truck with Ford Motor Credit Company, LLC, which is the financing company affiliated with Duval Ford, LLC; and

WHEREAS, pursuant to the Master Equipment Lease-Purchase Transit Agreement for the 2018 Ford Transit T-350 vehicle, the City Commission expresses its intent to enter into a forty-eight month initial term lease with a down payment of Fifteen Thousand Dollars 00/100 (\$15,000.00); and

WHEREAS, pursuant to the Master Equipment Lease-Purchase Transit Agreement for the 2018 Ford F-150 Pickup Truck, the City Commission expresses its intent to enter into a forty-eight month initial term lease with a down payment of Seven Thousand Dollars 00/100 (\$7,000.00); and

WHEREAS, the City Commission of the City of South Bay deems the purchase of a Ford Transit T-350 Low Roof Wagon and a Ford F-150 Pickup Truck from Duval Ford, LLC to be vitally important to the health, welfare and safety of the residents of the City; and

WHEREAS, the City Commission desires to authorize the City Manager to purchase the aforementioned vehicles and execute documentation consistent with the intent of this resolution.

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

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

Section 2. Authorization of City Manager. The City Manager is hereby authorized to piggyback the purchase for: (i) a 2018 Ford Transit T-350 Low Roof Wagon (X2Z) and; ii) a 2018 Ford F-150 1/2 Ton Extended Cab Pickup Truck - 4X2 (X1C) from Duval Ford, LLC utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA17-VEL25.0 chassis/FSA17-VEL 15.0. The City Manager is further authorized to execute two (2) Master Equipment Lease-Purchase Financing Agreements with Ford Motor Credit Company, LLC, attached hereto as Exhibit "A", and take all necessary and expedient action to execute all necessary documents in order to effectuate the intent of this Resolution.

Section 3. Allocation of Funds. The City Commission hereby authorizes the expenditure for a 2018 Ford Transit T-350 from Account Number 001-711-64000 and the expenditure for a 2018 Ford F-150 Pickup Truck from Account Number 001-811-64000.

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

PASSED and ADOPTED this 4th day of September 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

August 27, 2018

Leondrae D. Camel, City Manager
City of South Bay
335 S.W. Second Ave
South Bay, FL 33493

Subject: Master Equipment Lease-Purchase Agreement – Schedule No. 8536102

Dear Mr. Camel:

Thank you for selecting Ford Motor Credit Company as your Lease-Purchase Finance source for the equipment being acquired from Duval Ford.

The following is a list of the subject documents attached.

- Amendment – Review, check the appropriate box, and sign where indicated.
- Schedule No. 8536102 and Attachment 1 & 2 (if applicable) - Review and sign where indicated.
- Delivery and Acceptance Certificate(s) – Review, sign where indicated, and provide the date the equipment was accepted by you or your authorized representative.
- Insurance Fact Sheet - Complete and sign where indicated.
- 8038 Form– See attached.

Also, enclosed is an invoice for the first payment and underwriting fee, if applicable. Please send the payment and all signed original documents to the address below before 9/04/2018. If documents cannot be returned by this date, the interest rate may be subject to a rate increase or a rate extension fee.

Ford Motor Credit Company
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Once we have received the documents from your office, a representative for Ford Motor Credit Company LLC will sign where indicated and forward a copy of the documents to your attention.

If you have any questions, please call (800) 241-4199, extension 15, or send an e-mail to fcmuni@ford.com.

Sincerely,

Maria Acevedo

Maria Acevedo
Sales Assistant

Attachments

SCHEDULE 8536102 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and City of South Bay ("Lessee"), dated as of 05/04/2018 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 24th day of August, 2018.

Lessee: City of South Bay

Lessor: Ford Motor Credit Company LLC

By: Leondrae D. Camel

By: Frank Mastrella

Title: City Manager

Title: Operations Manager, Municipal Finance

SCHEDULE NO. 8536102 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. 8536101 dated as of 05/04/2018

This Equipment Schedule dated as of 08/24/2018, is being executed by Ford Motor Credit Company LLC ("Lessor"), and City of South Bay ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
1	2018 Ford F-150, 1FTEX1CB4JKE95412	\$21,434.00	Duval Ford
EQUIPMENT LOCATION: Parks & Recreation, 335 S.W. Second Ave, South Bay, FL, 33493			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): 08/24/2018		INITIAL TERM: 48 months	
		LEASE PAYMENTS: 48 Consecutive Monthly in Advance Payments, the first payment due is \$7,000.00 followed by 48 payments of \$361.50 and one final payment of \$361.60 each (including interest), due under this Schedule. See Attachment 1 hereto.	

Representations, Warranties and Covenants. Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- a) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

EXECUTED as of the date first herein set forth.

Lessee: City of South Bay

Lessor: Ford Motor Credit Company LLC

By: _____
Title: Leondrae D. Camel
City Manager

By: _____
Title: Frank Mastrella
Operations Manager, Municipal Finance

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

ATTACHMENT 1
TO
SCHEDULE NO. 8536102 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE PAYMENT SCHEDULE

Master Lease No.: 8536101

Interest Rate: 6.45%, Underwriting Fee: \$545.00

Commencement Date of Schedule: 08/24/2018

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Concluding Payment</u>
1	8 / 24 / 2018	7,000.00	0.00	7,000.00	14,979.00
2	9 / 24 / 2018	361.50	80.51	280.99	14,698.01
3	10 / 24 / 2018	361.50	79.00	282.50	14,415.51
4	11 / 24 / 2018	361.50	77.48	284.02	14,131.49
5	12 / 24 / 2018	361.50	75.96	285.54	13,845.95
6	1 / 24 / 2019	361.50	74.42	287.08	13,558.87
7	2 / 24 / 2019	361.50	72.88	288.62	13,270.25
8	3 / 24 / 2019	361.50	71.33	290.17	12,980.08
9	4 / 24 / 2019	361.50	69.77	291.73	12,688.35
10	5 / 24 / 2019	361.50	68.20	293.30	12,395.05
11	6 / 24 / 2019	361.50	66.62	294.88	12,100.17
12	7 / 24 / 2019	361.50	65.04	296.46	11,803.71
13	8 / 24 / 2019	361.50	63.44	298.06	11,505.65
14	9 / 24 / 2019	361.50	61.84	299.66	11,205.99
15	10 / 24 / 2019	361.50	60.23	301.27	10,904.72
16	11 / 24 / 2019	361.50	58.61	302.89	10,601.83
17	12 / 24 / 2019	361.50	56.98	304.52	10,297.31
18	1 / 24 / 2020	361.50	55.35	306.15	9,991.16
19	2 / 24 / 2020	361.50	53.70	307.80	9,683.36
20	3 / 24 / 2020	361.50	52.05	309.45	9,373.91
21	4 / 24 / 2020	361.50	50.38	311.12	9,062.79
22	5 / 24 / 2020	361.50	48.71	312.79	8,750.00
23	6 / 24 / 2020	361.50	47.03	314.47	8,435.53
24	7 / 24 / 2020	361.50	45.34	316.16	8,119.37
25	8 / 24 / 2020	361.50	43.64	317.86	7,801.51
26	9 / 24 / 2020	361.50	41.93	319.57	7,481.94
27	10 / 24 / 2020	361.50	40.22	321.28	7,160.66
28	11 / 24 / 2020	361.50	38.49	323.01	6,837.65
29	12 / 24 / 2020	361.50	36.75	324.75	6,512.90
30	1 / 24 / 2021	361.50	35.01	326.49	6,186.41
31	2 / 24 / 2021	361.50	33.25	328.25	5,858.16
32	3 / 24 / 2021	361.50	31.49	330.01	5,528.15
33	4 / 24 / 2021	361.50	29.71	331.79	5,196.36
34	5 / 24 / 2021	361.50	27.93	333.57	4,862.79
35	6 / 24 / 2021	361.50	26.14	335.36	4,527.43
36	7 / 24 / 2021	361.50	24.33	337.17	4,190.26
37	8 / 24 / 2021	361.50	22.52	338.98	3,851.28
38	9 / 24 / 2021	361.50	20.70	340.80	3,510.48
39	10 / 24 / 2021	361.50	18.87	342.63	3,167.85
40	11 / 24 / 2021	361.50	17.03	344.47	2,823.38
41	12 / 24 / 2021	361.50	15.18	346.32	2,477.06
42	1 / 24 / 2022	361.50	13.31	348.19	2,128.87
43	2 / 24 / 2022	361.50	11.44	350.06	1,778.81
44	3 / 24 / 2022	361.50	9.56	351.94	1,426.87
45	4 / 24 / 2022	361.50	7.67	353.83	1,073.04
46	5 / 24 / 2022	361.50	5.77	355.73	717.31
47	6 / 24 / 2022	361.50	3.86	357.64	359.67
48	7 / 24 / 2022	361.60	1.93	359.67	1.00
TOTALS		23,990.60	2,011.60	21,979.00	



FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

DELIVERY AND ACCEPTANCE CERTIFICATE

Master Lease Date	Master Lease No.	Date of Schedule 8536102	Delivery Number
05/04/2018	8536101	08/24/2018	1

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

EQUIPMENT INFORMATION

Quantity	Description (Manufacturer, Model, Serial Number)	Supplier Name
1	2018 Ford F-150, 1FTEX1CB4JKE95412	Duval Ford

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

LESSEE: City of South Bay

BY: _____

(Title)

DATE ACCEPTED: _____

INSURANCE FACT SHEET

Lessee Name: City of South Bay

Lessee Schedule No.: 8536102

Address: Parks & Recreation, 335 S.W. Second Ave, South Bay, FL 33493

Telephone No.: (561) 996-6751

Equipment: (1) 2018 Ford F-150, 1FTEX1CB4JKE95412

The Master Lease Agreement requires the Lessee to maintain, at all times, the following insurance coverage for the financed equipment as described in the Equipment Lease Purchase Agreement and above.

- Automobile Liability that includes Bodily Injury and Property Damage with a minimum of \$1,000,000.00 per occurrence (this can be a combination of auto, umbrella or excess liability).
- Insurance against all risks of physical loss or damage to the equipment (including theft).
- Ford Motor Credit Company LLC, their successors and assigns named as Loss Payee and Additional Insured.

1. If you are not self-insured, please complete the following insurance information:

Insurance Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Agent Name: _____

Policy No.: _____ Expiration Date: _____

Automobile Liability including Bodily Injury and Property Damage: \$ _____

Auto Physical Damage (select one): ☐ Actual Cash Value
☐ Stated Cash Value of \$ _____

2. If you are self-insured, please select one of the follow options:

☐ Self Retained Risk

☐ Joint/State Fund – PLEASE COMPLETE THE FOLLOWING

Name of fund/pool: _____

Automobile Liability including Bodily Injury and Property Damage: \$ _____

Auto Physical Damage (select one): ☐ Actual Cash Value
☐ Stated Cash Value of \$ _____

Expiration Date: _____ (if Applicable) _____

- Please also include your standard Self-Insured letter with the return of your document package to Ford Motor Credit Company (if a letter is available.)

Sign and date to acknowledge the provided insurance information to Ford is complete and accurate:

Signature: _____
Leondrae D. Camel, City Manager

The following is information you will need to complete the attached IRS form 8038-GC. Instructions can be found at www.irs.gov/pub/irs-pdf/f8038gc.pdf. Please see your tax professional if you have any questions regarding the completion of this form.

Vendor's Name:	Ford Motor Credit Company LLC
Vendor's employer Identification Number:	38-1612444
Issue Price:	\$14,979.00
Issue Date:	08/24/2018

Please complete the form, sign and return a copy to Ford Credit with your other loan documents.

Once completed, you must file the original with the IRS at the address listed in the Instructions.

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

1 Issuer's name	2 Issuer's employer identification number	Check box if Amended Return <input type="checkbox"/>
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

8a Issue price of obligation(s) (see instructions).....	8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles.....	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		<input type="checkbox"/>
12 Vendor's or bank's name:		
13 Vendor's or bank's employer identification number:		

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Paid Preparer Use Only	Signature of issuer's authorized representative		Date	Type or print name and title	
	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	Firm's name ►	Firm's EIN ►			
	Firm's address ►	Phone no.			



FORD CREDIT

Invoice

Invoice Date: August 27, 2018

Lessee:

City of South Bay
Parks & Recreation
335 S.W. Second Ave
South Bay, FL 33493

Lease Schedule No.	1 st Payment Due Date	Description	Payment Amount
8536102	08/24/2018	(1) 2018 Ford F-150, 1FTEX1CB4JKE95412	\$7,000.00
		Underwriting Fee	\$000.00
Total Amount Due:			\$7,000.00

Payment Options:**Payment by check:**

Make check payable to "Ford Motor Credit Company LLC" and attach to the original signed documents or remit to:

Ford Motor Credit Company LLC
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Payment by ACH Credit or Wire Transfer:

Send to Comerica Bank, 39200 West Six Mile Road Livonia, MI 48152-07539

ABA Routing No.: 072 000 096
For Credit to: Ford Motor Credit Company, Municipal Finance Clearing Account
Account No.: 107 613 438 4
Reference your lease number 8536102 and City of South Bay in the OBI section

Customer Service: (800) 241-4199, extension 15
Email: fcmuni@ford.com



FORD CREDIT

Invoice

Invoice Date: August 27, 2018

Lessee:

City of South Bay
Parks & Recreation
335 S.W. Second Ave
South Bay, FL 33493

Lease Schedule No.	2nd Payment Due Date	Description	Payment Amount
8536102	09/24/2018	(1) 2018 Ford F-150, 1FTEX1CB4JKE95412	\$361.50
		Underwriting Fee	\$000.00
Total Amount Due:			\$361.50

Payment Options:**Payment by check:**

Make check payable to "Ford Motor Credit Company LLC" and attach to the original signed documents or remit to:

Ford Motor Credit Company LLC
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Payment by ACH Credit or Wire Transfer:

Send to Comerica Bank, 39200 West Six Mile Road Livonia, MI 48152-07539

ABA Routing No.: 072 000 096
For Credit to: Ford Motor Credit Company, Municipal Finance Clearing Account
Account No.: 107 613 438 4
Reference your lease number 8536102 and City of South Bay in the OBI section

Customer Service: (800) 241-4199, extension 15
Email: fcmunl@ford.com



FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

August 27, 2018

Leondrae D. Camel, City Manager
City of South Bay
335 S.W. Second Ave
South Bay, FL 33493

Subject: Master Equipment Lease-Purchase Agreement – Schedule No. 8536103

Dear Mr. Camel:

Thank you for selecting Ford Motor Credit Company as your Lease-Purchase Finance source for the equipment being acquired from Duval Ford.

The following is a list of the subject documents attached.

- Amendment – Review, check the appropriate box, and sign where indicated.
- Schedule No. 8536103 and Attachment 1 & 2 (if applicable) - Review and sign where indicated.
- Delivery and Acceptance Certificate(s) – Review, sign where indicated, and provide the date the equipment was accepted by you or your authorized representative.
- Insurance Fact Sheet - Complete and sign where indicated.
- 8038 Form– See attached.

Also, enclosed is an invoice for the first payment and underwriting fee, if applicable. Please send the payment and all signed original documents to the address below before 9/04/2018. If documents cannot be returned by this date, the interest rate may be subject to a rate increase or a rate extension fee.

Ford Motor Credit Company
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Once we have received the documents from your office, a representative for Ford Motor Credit Company LLC will sign where indicated and forward a copy of the documents to your attention.

If you have any questions, please call (800) 241-4199, extension 15, or send an e-mail to fcmuni@ford.com.

Sincerely,

Maria Acevedo

Maria Acevedo
Sales Assistant

Attachments

SCHEDULE 8536103 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and City of South Bay ("Lessee"), dated as of 05/04/2018 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 24th day of August, 2018.

Lessee: City of South Bay

Lessor: Ford Motor Credit Company LLC

By: Leondrae D. Camel

By: Frank Mastrella

Title: City Manager

Title: Operations Manager, Municipal Finance

SCHEDULE NO. 8536103 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. 8536101 dated as of 05/04/2018

This Equipment Schedule dated as of 08/24/2018, is being executed by Ford Motor Credit Company LLC ("Lessor"), and City of South Bay ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
1	2018 Ford Transit T-350 15 Pass. Van, 1FBAX2CM9JKB21422	\$35,461.00	Duval Ford
EQUIPMENT LOCATION: Parks & Recreation, 335 S.W. Second Ave, South Bay, FL, 33493			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): 08/24/2018		INITIAL TERM: 48 months	
		LEASE PAYMENTS: 48 Consecutive Monthly in Advance Payments, the first payment due is \$15,000.00 followed by 46 payments of \$506.96 and one final payment of \$506.87 each (including interest), due under this Schedule. See Attachment 1 hereto.	

Representations, Warranties and Covenants. Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- u) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

EXECUTED as of the date first herein set forth.

Lessee: City of South Bay

Lessor: Ford Motor Credit Company LLC

By: _____
Leondrae D. Camel
Title: City Manager

By: _____
Frank Mastrella
Title: Operations Manager, Municipal Finance

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper, no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

ATTACHMENT 1
TO
SCHEDULE NO. 8536103 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE PAYMENT SCHEDULE

Master Lease No.: 8536101

Interest Rate: 6.45%. Underwriting Fee: \$545.00

Commencement Date of Schedule: 08/24/2018

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Concluding Payment</u>
1	8 / 24 / 2018	15,000.00	0.00	15,000.00	21,006.00
2	9 / 24 / 2018	506.96	112.91	394.05	20,611.95
3	10 / 24 / 2018	506.96	110.79	396.17	20,215.78
4	11 / 24 / 2018	506.96	108.66	398.30	19,817.48
5	12 / 24 / 2018	506.96	106.52	400.44	19,417.04
6	1 / 24 / 2019	506.96	104.37	402.59	19,014.45
7	2 / 24 / 2019	506.96	102.20	404.76	18,609.69
8	3 / 24 / 2019	506.96	100.03	406.93	18,202.76
9	4 / 24 / 2019	506.96	97.84	409.12	17,793.64
10	5 / 24 / 2019	506.96	95.64	411.32	17,382.32
11	6 / 24 / 2019	506.96	93.43	413.53	16,968.79
12	7 / 24 / 2019	506.96	91.21	415.75	16,553.04
13	8 / 24 / 2019	506.96	88.97	417.99	16,135.05
14	9 / 24 / 2019	506.96	86.73	420.23	15,714.82
15	10 / 24 / 2019	506.96	84.47	422.49	15,292.33
16	11 / 24 / 2019	506.96	82.20	424.76	14,867.57
17	12 / 24 / 2019	506.96	79.91	427.05	14,440.52
18	1 / 24 / 2020	506.96	77.62	429.34	14,011.18
19	2 / 24 / 2020	506.96	75.31	431.65	13,579.53
20	3 / 24 / 2020	506.96	72.99	433.97	13,145.56
21	4 / 24 / 2020	506.96	70.66	436.30	12,709.26
22	5 / 24 / 2020	506.96	68.31	438.65	12,270.61
23	6 / 24 / 2020	506.96	65.95	441.01	11,829.60
24	7 / 24 / 2020	506.96	63.58	443.38	11,386.22
25	8 / 24 / 2020	506.96	61.20	445.76	10,940.46
26	9 / 24 / 2020	506.96	58.80	448.16	10,492.30
27	10 / 24 / 2020	506.96	56.40	450.56	10,041.74
28	11 / 24 / 2020	506.96	53.97	452.99	9,588.75
29	12 / 24 / 2020	506.96	51.54	455.42	9,133.33
30	1 / 24 / 2021	506.96	49.09	457.87	8,675.46
31	2 / 24 / 2021	506.96	46.63	460.33	8,215.13
32	3 / 24 / 2021	506.96	44.16	462.80	7,752.33
33	4 / 24 / 2021	506.96	41.67	465.29	7,287.04
34	5 / 24 / 2021	506.96	39.17	467.79	6,819.25
35	6 / 24 / 2021	506.96	36.65	470.31	6,348.94
36	7 / 24 / 2021	506.96	34.13	472.83	5,876.11
37	8 / 24 / 2021	506.96	31.58	475.38	5,400.73
38	9 / 24 / 2021	506.96	29.03	477.93	4,922.80
39	10 / 24 / 2021	506.96	26.46	480.50	4,442.30
40	11 / 24 / 2021	506.96	23.88	483.08	3,959.22
41	12 / 24 / 2021	506.96	21.28	485.68	3,473.54
42	1 / 24 / 2022	506.96	18.67	488.29	2,985.25
43	2 / 24 / 2022	506.96	16.05	490.91	2,494.34
44	3 / 24 / 2022	506.96	13.41	493.55	2,000.79
45	4 / 24 / 2022	506.96	10.75	496.21	1,504.58
46	5 / 24 / 2022	506.96	8.09	498.87	1,005.71
47	6 / 24 / 2022	506.96	5.41	501.55	504.16
48	7 / 24 / 2022	506.87	2.71	504.16	1.00
TOTALS		38,827.03	2,821.03	36,006.00	



FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

DELIVERY AND ACCEPTANCE CERTIFICATE

Master Lease Date	Master Lease No.	Date of Schedule 8536103	Delivery Number
05/04/2018	8536101	08/24/2018	1

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

EQUIPMENT INFORMATION

Quantity	Description (Manufacturer, Model, Serial Number)	Supplier Name
1	2018 Ford Transit T-350 15 Pass. Van, 1FBAX2CM9JKB21422	Duval Ford

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

LESSEE: City of South Bay

BY: _____

(Title)

DATE ACCEPTED: _____

INSURANCE FACT SHEET

Lessee Name: City of South Bay

Lessee Schedule No.: 8536103

Address: Parks & Recreation, 335 S.W. Second Ave, South Bay, FL 33493

Telephone No.: (561) 996-6751

Equipment: (1) 2018 Ford Transit T-350 15 Pass. Van, 1FBAX2CM9JKB21422

The Master Lease Agreement requires the Lessee to maintain, at all times, the following insurance coverage for the financed equipment as described in the Equipment Lease Purchase Agreement and above.

- Automobile Liability that includes Bodily Injury and Property Damage with a minimum of \$1,000,000.00 per occurrence (this can be a combination of auto, umbrella or excess liability).
- Insurance against all risks of physical loss or damage to the equipment (including theft).
- Ford Motor Credit Company LLC, their successors and assigns named as Loss Payee and Additional Insured.

1. If you are not self-insured, please complete the following insurance information:

Insurance Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Agent Name: _____

Policy No.: _____ Expiration Date: _____

Automobile Liability including Bodily Injury and Property Damage: \$ _____

Auto Physical Damage (select one): ☐ Actual Cash Value

☐ Stated Cash Value of \$ _____

2. If you are self-insured, please select one of the follow options:

☐ Self Retained Risk

☐ Joint/State Fund – PLEASE COMPLETE THE FOLLOWING

Name of fund/pool: _____

Automobile Liability including Bodily Injury and Property Damage: \$ _____

Auto Physical Damage (select one): ☐ Actual Cash Value

☐ Stated Cash Value of \$ _____

Expiration Date: _____ (if Applicable) _____

- Please also include your standard Self-Insured letter with the return of your document package to Ford Motor Credit Company (if a letter is available.)

Sign and date to acknowledge the provided insurance information to Ford is complete and accurate:

Signature: _____
Leondrae D. Camel, City Manager

The following is information you will need to complete the attached IRS form 8038-GC. Instructions can be found at www.irs.gov/pub/irs-pdf/f8038gc.pdf. Please see your tax professional if you have any questions regarding the completion of this form.

Vendor's Name:	Ford Motor Credit Company LLC
Vendor's employer Identification Number:	38-1612444
Issue Price:	\$21,006.00
Issue Date:	08/24/2018

Please complete the form, sign and return a copy to Ford Credit with your other loan documents.

Once completed, you must file the original with the IRS at the address listed in the Instructions.

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

4 City, town, or post office, state, and ZIP code

5 Report number (For IRS Use Only)

6 Name and title of officer or legal representative whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

8a Issue price of obligation(s) (see instructions)

8a

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format
(for example, 01/01/2009) (see instructions) ►

9 Amount of the reported obligation(s) on line 8a that is:

a For leases for vehicles

9a

b For leases for office equipment

9b

c For leases for real property

9c

d For leases for other (see instructions)

9d

e For bank loans for vehicles

9e

f For bank loans for office equipment

9f

g For bank loans for real property

9g

h For bank loans for other (see instructions)

9h

i Used to refund prior issue(s)

9i

j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)

9j

k Other

9k

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ► ☐11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ► ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use
Only**

Print/Type preparer's name

Preparer's signature

Date

Check if
self-employed ☐

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.



FORD CREDIT

Invoice

Invoice Date: August 27, 2018

Lessee:	City of South Bay Parks & Recreation 335 S.W. Second Ave South Bay, FL 33493		
Lease Schedule No.	1 st Payment Due Date	Description	Payment Amount
8536103	08/24/2018	(1) 2018 Ford Transit T-350 15 Pass. Van, 1FBAX2CM9JKB21422	\$15,000.00
		Underwriting Fee	\$000.00
Total Amount Due:			\$15,000.00

Payment Options:**Payment by check:**

Make check payable to "Ford Motor Credit Company LLC" and attach to the original signed documents or remit to:

Ford Motor Credit Company LLC
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Payment by ACH Credit or Wire Transfer:

Send to Comerica Bank, 39200 West Six Mile Road Livonia, MI 48152-07539

ABA Routing No.: 072 000 096
For Credit to: Ford Motor Credit Company, Municipal Finance Clearing Account
Account No.: 107 613 438 4
Reference your lease number 8536103 and City of South Bay in the OBI section

Customer Service: (800) 241-4199, extension 15
Email: fcmuni@ford.com



FORD CREDIT

Invoice

Invoice Date: August 27, 2018

Lessee:

**City of South Bay
Parks & Recreation
335 S.W. Second Ave
South Bay, FL 33493**

Lease Schedule No.	2 nd Payment Due Date	Description	Payment Amount
8536103	09/24/2018	(1) 2018 Ford Transit T-350 15 Pass. Van, 1FBAX2CM9JKB21422	\$506.96
		Underwriting Fee	\$000.00
Total Amount Due:			\$506.96

Payment Options:**Payment by check:**

Make check payable to "Ford Motor Credit Company LLC" and attach to the original signed documents or remit to:

Ford Motor Credit Company LLC
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Payment by ACH Credit or Wire Transfer:

Send to Comerica Bank, 39200 West Six Mile Road Livonia, MI 48152-07539

ABA Routing No.: 072 000 096
For Credit to: Ford Motor Credit Company, Municipal Finance Clearing Account
Account No.: 107 613 438 4
Reference your lease number 8536103 and City of South Bay in the OBI section

Customer Service: (800) 241-4199, extension 15
Email: fcmuni@ford.com

RESOLUTION NO. 42-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED COMMUNITY BACK TO SCHOOL BASH, PUTTING KIDS FIRST AGENCY RESPONSIBILITY AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Community Back to School Bash ("CBTSB"), which is spearheaded by the Putting Kids First Agency of the State of Florida, is a collaborative that includes Palm Beach County ("County") nonprofits, community based organizations, religious organizations and Palm Beach County municipalities, as well as the City of South Bay; and

WHEREAS, the sole purpose of the CBTSB is to provide school supplies, a health fair and access to community resources for approximately Seventeen Thousand (17,000) Palm Beach County students entering kindergarten in August 2018 or who are in grades one (1) through twelve (12) during the 2018/19 school year; and

WHEREAS, the City of South Bay ("City") has participated in the CBTSB for several years with the support of donations from several local businesses and organizations; and

WHEREAS, the cost of each program participant \$7.25 per child; and

WHEREAS, the number of registered children served 414 within the City and utilizing that number, the cost for the back-pack giveaway will be approximately Three Thousand Four Hundred Dollars (\$3,000.00); and

WHEREAS, in previous years the City has also provided food and entertainment which was an additional cost of approximately Two Thousand Dollars (\$2,000.00); and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the best interest of the residents and youth of the City of South Bay to authorize the Mayor and City Manager execute the Community Back to School Bash, Putting Kids First Agency Responsibility Agreement attached hereto as Exhibit "A".

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Community Back to School Bash, Putting Kids First Agency Responsibility Agreement, attached hereto as Exhibit "A". Further, the City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 4th day of September 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**Palm Beach County Back to School Bash
Agency Responsibility Agreement
2018/2019**

The Palm Beach County Back to School Bash (Bash) is a collaborative that includes Palm Beach County nonprofits, community based organizations, religious organizations and Palm Beach County.

The sole purpose of the Community Back to School Bash is to provide school supplies, a health fair and access to community resources for 15,000(number contingent upon amount of money raised to purchase supplies) Palm Beach County students entering kindergarten in August 2018 or are in grades 1 to 12 in the 2018/19 school year.

The Bash is volunteer based and as such, all agencies, community groups and/or religious organizations that wish to participate in the Bash must agree to the following as a condition of participation:

- 1) Attend a minimum of 80% of all Bash meetings and join a minimum of one Bash committee with 80% participation.
- 2) Provide a list of participants, using the provided excel spreadsheet format that will be attending the Bash event by **June 1, 2018. Incomplete spreadsheets** will be returned to the agency. **ONLY** completed spreadsheets will be accepted and participants enrolled for attendance at the 2018 Bash
- 3) All agencies must pay a small fee (to be determined) per child for every child referred to the Bash. Payment must be received no later than June 15, 2018.
- 4) Agencies must designate a minimum of one representative /contact person to represent the agency at Bash meetings, participate in a minimum of one committee, and coordinate **agency volunteers** to assist with Bash set up, Bash event(s) and posi Bash activities.
- 5) If the agency has participants attending more than one Bash location, the agency agrees to have representative present at those locations.
- 6) All agencies agree that **ONLY** participants that are registered and have been given a personalized invitation will be permitted into the Bash. Persons not listed on the Bash final register will not be permitted into the event.

- 7) Agencies agree to give participants invitations in a timely manner and not "substitute" participants.
- 8) Due to the nature and size of the event, agencies agree to seek and secure resources such as:
- Assist in grant writing and securing sponsors for the Bash event(s)
 - A minimum of number of volunteers (to be determined by BashBoard) to assist with set up of the event(s), the Bash event(s) and post-Bash activities.
 - Donations of food for the event(s)
 - Donations of entertainment for the Bash (bounce houses, clowns, dancers, DJ's, etc.)
 - Assist in securing persons to provide health care services to participants
 - Assist in securing persons to provide information on Community Based Services
 - Assist in secure hair stylists and barbers for the event(s).
- Resources for the Bash (must be approved by Bash Board) such as haircuts, health care services, community services, food for the event(s), entertainment for the event(s), etc.
- 9) Agencies identified, as OCR/Palm Beach County must have approval from OCR, prior to May 1, 2018 to participate in the BASH as an OCR agency. OCR will verify with BASH administration agency eligibility.
- 10) Agencies agree to represent the Bash, in a professional, non-secular and non-discriminatory manner. Agencies agree to uphold Bash as stated.

!!) All press or media contacts should be directed to the Board of the Bash.

Agencies, community partners and religious organizations agree that failure to meet the above standards will result in agency disqualification from the Bash.

Furthermore, agencies that do not submit participant names in provided excel format (name, address, grade, sex, parent name, agency, phone number, etc.) by the deadline of June 1st, 2018 may be disqualified from participating in the event.

Qualified agencies that have additional clients (new children entering their programs after June 1st, 2018) will not be guaranteed invitations for those children. That determination will be made by June 30, 2018 after the initial number of children are presented and approved by the Bash Board. NO new children will be accepted after July 1, 2018 due to Bash supply order restrictions.

Agencies agree, by signing this agreement, to the above conditions of The Community Back to School Bash. Agreements must be received no later than Monday, March 27, 2018 for 2018 Bash participation.

Signature of CEO or Board President

Date

Agency (Printed)

For Palm Beach County Back to School Bash Administration ONLY:
Approval of Agency:

Bash Coordinator

Date

Yes / No - OCR Agency OCR Staff Approval of Agency: _____
Date and OCR staff name

BASH

AGENCY EXPECTATIONS AND COMMITMENTS

Thank you for agreeing to be a part of assisting over 17,000 children in our communities to begin the new school year with the supplies they need and the added confidence that those supplies will bring. As this is a community based event each participating agency must commit to the following:

1. A dedicated point person
 - a. To receive invitations
 - b. To answer questions
 - c. To be the agency's troubleshooter

This point person must be named no later than April 1st. Please send contact information including agency name as well as point persons phone number and e-mail address to admin@friendsoffosterchildren.com

2. Agency attendance at Bash meetings will be mandatory as well as participation on one of the following committees must be exhibited
 - a. Grant Writing
 - b. Public/Private Partnerships
 - c. Site Development/Volunteer Coordination/Site Breakdown
 - d. Policies and Procedures
3. Agency must provide adequate volunteers based on the number of children served, to unload supplies and provide transport to site locations before the event
4. Agency must provide adequate volunteers to assist with clean up at each location from 4:00 pm until 6:00 pm on setup days
5. Agency must be able to secure adequate volunteers and staff for the day of the Bash. Agency staff must be present during agency time slots.
6. Agency must be willing to contribute an agreed upon amount for each child from their agency that will be attending the event. Due to the ever increasing cost of the Bash this contribution has become necessary.

Agency

Contact (Point Person)

Contact Phone

Contact E-Mail

Signature

Date

RESOLUTION NO. 43-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A FIFTH AMENDMENT TO A SUBGRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County") and City of South Bay ("Sub-grantee") entered into an Agreement dated June 2, 2015 (R2015-0745) wherein the County agreed to provide Two Hundred Thousand Dollars (\$200,000.00) of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional One Hundred Fifty Thousand Dollars (\$150,000.00) to be used for the additional Remediation Work as defined in the Agreement; and

WHEREAS, the Fifth Amendment adds an additional twenty-four (24) month extension to the term of the Agreement in order to comply with the requirements of the Florida Department of Environmental Protection.

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

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

Section 2. Approval of Fifth Amendment; Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Fifth Amendment to Subgrant Agreement regarding the Palm Beach County

Brownfields Cleanup Revolving Loan Fund Program and the City of South Bay, pursuant to the terms and conditions set forth in attached Exhibit "A" hereto.

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

PASSED and **ADOPTED** this 4th day of September 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**AMENDMENT 005 TO SUBGRANT AGREEMENT
PALM BEACH COUNTY
BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM**

THIS AMENDMENT 005 TO SUBGRANT AGREEMENT (the "Fifth Amendment") is made and entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Grantor") and City of South Bay, a Municipal corporation organized under the laws of the State of Florida ("Subgrantee").

WITNESSETH:

WHEREAS, County and Subgrantee entered into an Agreement dated June 2, 2015 (R2015-0745) (as amended) wherein County agreed to provide \$200,000 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional One Hundred Fifty Thousand Dollars (\$150,000) to be used for the additional Remediation Work as defined in the Agreement , and

WHEREAS, the Subgrantee has requested an additional twenty-four (24) month extension to the Term of the Agreement in order to comply with the requirements of the Florida Department of Environmental Protection to monitor, document and track any cleanup target level exceedances in the source area where active remedial action was performed which will track contaminant attenuation and allow for closure of the site; and

WHEREAS, the County and the Subgrantee desire to extend the Term of the Agreement for twenty-four (24) months.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Article I, Section 1.02 of the Agreement is hereby modified to provide that the Term of the Agreement shall expire June 1, 2021, unless further extended by written amendment to this Agreement.

3. Article I, Section 1.03 of the Agreement is hereby modified to increase the Subgrant amount to Three Hundred Fifty Thousand Dollars (\$350,000).
4. Article IX, Section 9.04 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 9.04 Project Implementation.

Notwithstanding anything to the contrary in this Agreement, the Subgrantee shall facilitate performance of certain portions of the Remediation Work (or "Project"). Subgrantee shall be responsible for the Project as specified herein. County shall coordinate with the Subgrantee, and Site Manager as necessary regarding terms of the Agreement. County's and Subgrantee's responsibilities shall include the following:

- a. Subgrantee shall procure the contractor through the Subgrantees established purchasing procedures.
- b. Subgrantee shall be responsible for on-site monitoring to ensure compliance with the Project specifications and the Scope of Work.
- c. Subgrantee shall be responsible for Davis-Bacon compliance.
- d. Subgrantee shall ensure that contractor has current and adequate insurance as required in Section 16.02 of the Agreement, as amended.
- e. Subgrantee shall approve and process contractor's payment requests. Subgrantee authorizes the County to pay contractor directly from Subgrant Funds upon approval of contractor's invoices by the County. Further action regarding approval of payments to contractor is not required of Subgrantee.
- f. County shall monitor the project to ensure compliance with EPA and other governmental regulations.

The County is solely responsible for compliance with all applicable Grant requirements.

Except as modified by this Fifth Amendment and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the County and the Subgrantee hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Fifth Amendment is expressly contingent upon the approval of the County and shall become effective only when signed by all parties and approved by, or on behalf of by a person

with delegated authority, the Palm Beach County Board of County Commissioners (the "Effective Date of the Fourth Amendment").

IN WITNESS WHEREOF, Subgrantee and the County have caused this Fifth Amendment to be executed on the date first above written.

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: _____

Print Witness Name

Print name: _____

Witness Signature

Title: _____

Print Witness Name

(SEAL)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

For its BOARD OF COUNTY COMMISSIONERS

By: _____

Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____

James Brako
Assistant County Attorney

By: _____

Sherry Howard
Deputy Director



Message

Mon, Aug 20, 2018 1:02 PM

From: Carol Thompson <CThompson@pbcgov.org>
To: Leondrae Camel
Cc: Alan Chin Lee <AChinLee@pbcgov.org>
Leonardo Bejarano <LBejarano@pbcgov.org>

Subject: FW: Waiver

FYI....see below.

From: Carol Thompson
Sent: Monday, August 20, 2018 12:59 PM
To: Sherry Howard <SHoward@pbcgov.org>
Cc: Alan Chin Lee <AChinLee@pbcgov.org>; Leonardo Bejarano <LBejarano@pbcgov.org>
Subject: FW: Waiver

Well, the good news is that the waiver to add the \$150,000 to the existing grant to South Bay has been approved by EPA. That means that we will yield additional VCTC dollars back to us (up to \$75,000).

No word on the 2 year extension to the RLF although Olga said it could be resolved by Friday of the grant specialist is in the office (Washington) this week.

Last, we will let Leondrae know to schedule the amended agreement to add the \$150K on the next South Bay Commission hearing agenda.

From: Perry, Olga <Perry.Olga@epa.gov>
Sent: Monday, August 20, 2018 11:53 AM
To: Carol Thompson <CThompson@pbcgov.org>; Alan Chin Lee <AChinLee@pbcgov.org>
Subject: RE: Waiver


Hi Carol Alan,

Thank you for the reprieve. It is greatly appreciated. In fact, there is good news. Head Quarters has informed us that your Waiver Request has been approved.

I apologize the delay. I was out of the office all of last week. I also did not have access to my computer.

I hope all goes well with you.

THANKS,

 **OLGA PERRY | PHYSICAL SCIENTIST**
Brownfield Project Manager
United States Environmental Protection Agency – Region 4
Resource Conservation and Restoration Division
61 Forsyth Street, S.W.
Atlanta, Georgia 30303
tel: 404.562.8534
cell: 770.363.3778
perry.olga@epa.gov

From: Carol Thompson [<mailto:CThompson@pbcgov.org>]
Sent: Wednesday, August 15, 2018 2:38 PM
To: Perry, Olga <Perry.Olga@epa.gov>; Alan Chin Lee <ACHinLee@pbcgov.org>
Subject: RE: Waiver

Hi Olga:

It's Carol....yes, Carol, again!

When we didn't hear anything Friday, we decided to give you a short reprieve. We moved our offices on the same floor but we are up and running again. Lucky you.

Anything? Thoughts?

Thanks AGAIN for your persistence.

Carol

Carol Thompson, AICP
Special Projects Manager
Palm Beach County Department of Housing and Economic Sustainability

100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406
561-233-3674
cthompson@pbcgov.org



Department of Housing & Economic Sustainability

DHES Mission Statement ... "To advance a high quality of life for Palm Beach County residents through Housing, Public Services, Infrastructure Improvements & Economic Development."

From: Perry, Olga <Perry.Olga@epa.gov>
Sent: Wednesday, August 08, 2018 2:31 PM
To: Alan Chin Lee <ACHinLee@pbcgov.org>
Cc: Carol Thompson <CThompson@pbcgov.org>
Subject: RE: Waiver

Hopefully, both will happen Friday.

From: Alan Chin Lee [<mailto:ACHinLee@pbcgov.org>]
Sent: Wednesday, August 08, 2018 2:29 PM
To: Perry, Olga <Perry.Olga@epa.gov>
Subject: RE: Waiver

Thank you for the update Olga. What about thoughts on the extension?

From: Perry, Olga <Perry.Olga@epa.gov>
Sent: Wednesday, August 08, 2018 2:27 PM
To: Carol Thompson <CThompson@pbcgov.org>; Alan Chin Lee <ACHinLee@pbcgov.org>
Subject: Waiver

Hi Guys.

I apologize for not calling or emailing yesterday. But, I have good news and bad news. Good news is chances for receiving a waiver is good. Bad news is we will have to wait until Friday to know for certain. I'll

keep you up dated.

THANKS.

 **OLGA PERRY | PHYSICAL SCIENTIST**

Brownfield Project Manager
United States Environmental Protection Agency – Region 4
Resource Conservation and Restoration Division
61 Forsyth Street, S.W.
Atlanta, Georgia 30303
tel: 404.562.8534
cell: 770.363.3778
perry.olga@epa.gov

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

June 20, 2018



South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry
Treasurer

Betty H. Barnard

Taranza L. McKelvin

Leondrae D. Camel
City Manager

Jessica Figueroa
City Clerk

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

Palm Beach County
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Attn: Sherry Howard, Deputy Director

Re: EPA RLF sub-grant – remediation of defunct gasoline station
located at 480 US Highway 27 North

Dear Ms. Howard:

The City of South Bay was the recipient of a sub-grant of \$200,000 from Palm Beach County to remediate a contaminated site that the city owns, at 480 US Highway 27 North. The sub-grant funding came from the Environmental Protection Agency (EPA) Revolving Loan Fund grant awarded to the County with the objective of returning contaminated sites to economically productive use. To that end, the City of South Bay has a contract purchaser who intends to build a restaurant on the U.S. 27 contaminated site once it has obtained a conditional closure letter from the Florida Department of Environmental Protection (FDEP).

The above referenced funds of \$200,000 have been exhausted and the environmental consultant paid for remediation has been unsuccessful in obtaining a conditional closure letter from the FDEP. Palm Beach County is seeking a waiver from the EPA to allow additional funds from the County's existing RLF loan program to pay for work necessary, but beyond the work accomplished to date.

The City of South Bay is in need of an environmental consulting company more familiar with the history of the site conditions related to the Phase 1 and 2 assessment reports identifying contamination and recommending remediation alternatives. The City is willing to pay for the additional remediation from the County administered RLF program funds with approval of the waiver from EPA. The City understands that its existing agreement with the County (R-2018-0665, effective 5-1-2018) will require amendment to include the City's hiring of an environmental consultant with a demonstrated track record for project completion of similar projects.

Please let us know if you need any additional information regarding South Bay's position on this matter.

Sincerely,

Leondrae Camel, City Manager

R2018-0665 (effective 5-1-2018) 12 month period [expiration date 6-1-2019]

RESOLUTION 44-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENVIRONMENTAL CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CARDNO, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") was the recipient of a sub-grant award of \$200,000 from Palm Beach County to remediate a contaminated site that the City owns at 480 US Highway 27 North; and

WHEREAS, the sub-grant funding came from the Environmental Protection Agency's(EPA) Revolving Loan Fund grant awarded to the County with the objective of returning contaminated sites to economically productive use; and

WHEREAS, to that end, the City has a contract purchaser who intends to build a restaurant on the U.S. 27 contaminated site once it has obtained a conditional closure letter from the Florida Department of Environmental Protection (FDEP); and

WHEREAS, funds in the amount of \$200,000 have been exhausted and the environmental consultant who was previously paid for the remediation has been unsuccessful in obtaining a conditional closure letter from the FDEP; and

WHEREAS, the City is in need of an environmental consulting company more familiar with the history of the site conditions related to the Phase 1 and 2 assessment reports identifying contamination and recommending remediation alternatives; and

WHEREAS, the City has identified a qualified contractor, Cardno, Inc. to perform the environmental consultant services for an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, execution of the attached Agreement with Cardno, Inc. is in the best interest of the City.

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

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

Section 2. Authorization of City Manager to Execute Agreement. The City Commission of the City of South Bay hereby authorizes the City Manager to execute an environmental consultant services Agreement between the City of South Bay and Cardno, Inc., to remediate the tract of land located at 480 US Highway 27 North, South Bay, FL, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 4th day of September 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2018, between:

CITY OF SOUTH BAY
a Florida municipal corporation, hereinafter "CITY,"

and

CARDNO, INC., a for profit corporation, authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in need of an independent contractor to perform environment consultant services for a property located at 480 US Highway 27 North, South Bay, Florida.
- 1.2 On September 4, 2018 the City Commission of the City of South Bay adopted Resolution No. ____-2018, thereby awarding a contract and authorizing the CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth in Attached Exhibit "A."

ARTICLE 2 SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Attached Exhibit "A".
- 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with

CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within 180 days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work in accordance with a project timeline. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline connected with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement an amount not to exceed One Hundred Fifty Thousand (\$150,000.00).

4.2 The CITY will make payments to CONTRACTOR for completed and proper work.

4.3 The CONTRACTOR shall guarantee all portions of the work against poor workmanship and faulty materials for a period of one hundred and eighty days.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance - as required by law;

- b) Employer's Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the treatment site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required on this contract.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by the CITY for convenience, upon thirty (30) days written notice or by CONTRACTOR with sixty (60) days written notice. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until July ____, 2020.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be

performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt

requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Miles Ballogg, Director
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit(s) referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach, County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Leondrae Camel, City Manager

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

WITNESSES:

CONTRACTOR

BY: _____

Miles Ballogg, Director
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"
QUOTE FROM CONTRACTOR



June 28, 2018

Leondrae D. Camel
City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

Cardno

380 Park Place Blvd, Suite 300
Clearwater, FL, 33759
USA

Phone: +1 727 531 3505
Fax: +1 727 431 1777

www.cardno.com

Via email: camell@southbaycity.com

Subject: Former South Bay Service Center
Proposal for Confirmatory Sampling and Remedial Activities

Dear Mr. Camel:

Cardno is pleased to submit the following technical and cost proposal for confirmatory sampling and remedial activities site at the Former South Bay Service Center (site). The site is located at 480 US Highway 27 in South Bay, Palm Beach County, FL (Figure 1)

Following the completion of an interim source removal in 2016, six quarterly Post Active Remediation Monitoring (PARM) events have been conducted onsite. Based on the most recent analytical data, several Constituents of Concern (COCs) are present in the groundwater at concentrations which exceed regulatory limits. The goal of this proposal is to confirm/delineate groundwater impacts and evaluate the potential need for additional remedial activities onsite/offsite.

Initially, confirmatory groundwater sampling will be completed by installing up to three additional monitor wells and sampling existing wells. If groundwater impacts persist above regulatory criteria and/or extend offsite, and active remediation is determined to be necessary to obtain site closure, Cardno anticipates using an in-situ groundwater injections within the groundwater plume to remediate remaining impacts. Subsequent to active remediation activities, PARM sampling will be needed for up to one year following injection activities to achieve closure.

The following scope of services outlined below indicate the anticipated tasks required to obtain site closure either through final delineation and PARM monitoring (Tasks 1A through 2B) or active remediation followed by PARM (Tasks 1A through 3) and are described as Closure Path 1 and 2, respectively.

Scope of Services

Closure Path 1 (no active remediation)

Task 1A – Confirmatory Sampling and Onsite Well Installation (Q7, PARM1)

Constituents of Concern (COCs) are currently undefined to the east in the vicinity of monitor well MW-12. An onsite well (MW-14) will be installed east of MW-12 directly adjacent to the eastern site boundary in order to attempt to define COC impacts within the site boundaries.

Mr. Leondrae D. Camel
June 29, 2018
Page 2

During Cardno's most recent site visit, it was noticed that the concrete pads of several existing wells had become damaged by vehicle traffic. Therefore, during this field event, all existing monitor wells onsite will be inspected for damage. Any existing monitor wells with damaged well pads will have these well pads replaced with reinforced concrete pads in order to preserve existing wells for future monitoring.

Groundwater samples will be collected from monitor wells MW-10R, MW-12, and MW-14 and analyzed for VOCs. Based on the most recent COCs at these locations, only cumene, 1,3,5-trimethylbenzene, and 1,2,4-trimethylbenzene will be reported.

Task 1B – Supplemental Well Off-site Installation and Sampling (Q7, PARM2) - if needed

In the event that COC impacts are present in the groundwater samples collected from MW-10R, MW-12, and MW-14 during Task 1A, two offsite monitor wells (MW-15 and MW-16) will be installed east of the eastern property boundaries. Groundwater samples will be collected from MW-15 and MW-16 and analyzed for cumene, 1,3,5-trimethylbenzene, and 1,2,4-trimethylbenzene only.

Tasks 2A and 2B – PARM Sampling, Q8 and 9

Following the PARM groundwater sampling outlined above, groundwater quality will be reviewed and compared established groundwater cleanup criteria. A closure endpoint evaluation will be made based on the groundwater analytical results collected to date. In the event that a path to unconditional or conditional closure can be identified through PARM, Quarters 8 and 9 will consist of sampling all monitor wells associated with the site (up to 9 existing onsite, 1 new onsite, 1 existing offsite, and up to 2 new offsite). The groundwater samples collected from these monitor wells will be analyzed for VOCs and PAHs only.

Following the completion of the above, Task 3 would be omitted and Task 4 would follow as detailed below.

Closure Path 2 (active remediation)

Closure Path 2 will consist of first completing Tasks 1A and 1B as detailed above. Following Tasks 1A and 1B, Tasks 2A and 2B can also be completed as detailed above to yield additional analytical data for remediation planning. Alternatively, Tasks 2A and 2B can be omitted and Task 1B can be immediately followed by Task 3 below.

Task 3 - Active Remediation

In the event that a path to unconditional or conditional closure is not identified through the completion of Closure Path 1, short-term groundwater remediation may necessary in order to reach closure for the site in a timely manner. Based on COCs and site constraints, in-situ injection of a bio-augmentation or chemical oxidation reagent using a GeoProbe drill-rig is likely the preferred and most cost effective and expeditious remedial strategy.

Following groundwater injection activities, if necessary, 1 year of quarterly PARM monitoring would follow as Quarters 8 through 11.

Task 4 - Monitor Well Abandonments/SRCO

Once a No Further Action Order has been issued for the site under Closure Path 1 or Closure Path 2, all monitor wells associated with the site will be abandoned as part of a Site Rehabilitation Completion Order (SRCO).

Schedule of Compensation

Closure Path 1 and 2 Task 1A - Quarter 7 PARM Field Event 1	Cardno Labor & Expenses.....\$2,000 Quarterly PARM Report.....\$3,000 Subcontracted Services: Install 1 well onsite (MW-14).....\$2,200 Repair up to 9 well pads as needed.....\$2,000* Analyze 3 groundwater samples for VOCs.....\$240 Total.....\$9,440
Closure Path 1 and 2 Task 1B - Quarter 7 PARM Field Event 2 (if needed)	Cardno Labor & Expenses.....\$1,500 Quarterly PARM Report.....Cost included in Task 1A Subcontracted Services: Install 2 wells offsite.....\$2,600 Analyze 2 groundwater samples for VOCs.....\$160 Total.....\$4,260
Closure Path 1 (and Closure Path 2 if applicable) Task 2A - Quarter 8 PARM	Cardno Labor & Expenses.....\$3,000 Quarterly PARM Report.....\$3,000 Subcontracted Services: Analyze up to 13 groundwater samples for VOCs and PAHs....\$2,145* Total.....\$8,145
Closure Path 1 (and Closure Path 2 if applicable) Task 2B - Quarter 9 PARM	Cardno Labor & Expenses.....\$3,000 Quarterly PARM Report, including closure recommendations.....\$4,000 Subcontracted Services: Analyze up to 13 groundwater samples for VOCs and PAHs....\$2,145* Total.....\$9,145
Closure Path 2 Task 3 - Short-Term Groundwater Remediation	Cardno Labor & Expenses.....\$9,800 GeoProbe Driller & Reagent.....\$82,500 (4) Quarterly PARM events and reporting, including closure recommendations.....\$10,200 Reporting Project Management.....\$8,100 Total.....\$110,600**
Closure Paths 1 and 2 Task 4 - Monitor Well Abandonments	Cardno Labor & Expenses.....\$1,500 Well Abandonment Report.....\$2,500 Subcontracted Services: Abandon up to 13 monitor wells.....\$2,800* Total.....\$6,800
Total (Closure Path 1)	\$33,530 to \$37,790
Total (Closure Path 2)	\$131,100 to \$148,390
8% Contingency	\$2,680 to \$11,871

* = Final costs will be based on actual number of: well pads replaced (Task 1A), samples analyzed (Tasks 2A and 2B), and monitor wells abandoned (Task 4).

** = Remedial costs are estimated based on short-term in-situ remediation followed by one year of quarterly PARM. Final costs will be based on actual services provided under this task.

Mr. Leondrae D. Camel
June 29, 2018
Page 4

Project Schedule

Quarter 6 PARM was completed in late April 2018. In order to continue with the current quarterly schedule, Cardno recommends and is prepared to complete the field work associated with Task 1 in late July/early August 2018. If followed by Task 2A: Quarter 8 and 9 PARM would be completed in late October/early November 2018 and late January/early February 2019, respectively. If followed by Task 2B: Cardno would begin planning and implementing active remediation in the fall of 2018.

Except where noted, all fees for these services are lump sum and will not exceed the amount shown for each task unless additional services are necessary, requested and approved by the client. The cost of travel, office expenses, and miscellaneous out of pocket expenses are included in the fee amounts for lump sum tasks.

Please contact us if you have any questions or need additional information.

Sincerely,



Miles Ballogg
Director
727 431 1555
miles.ballogg@cardno.com



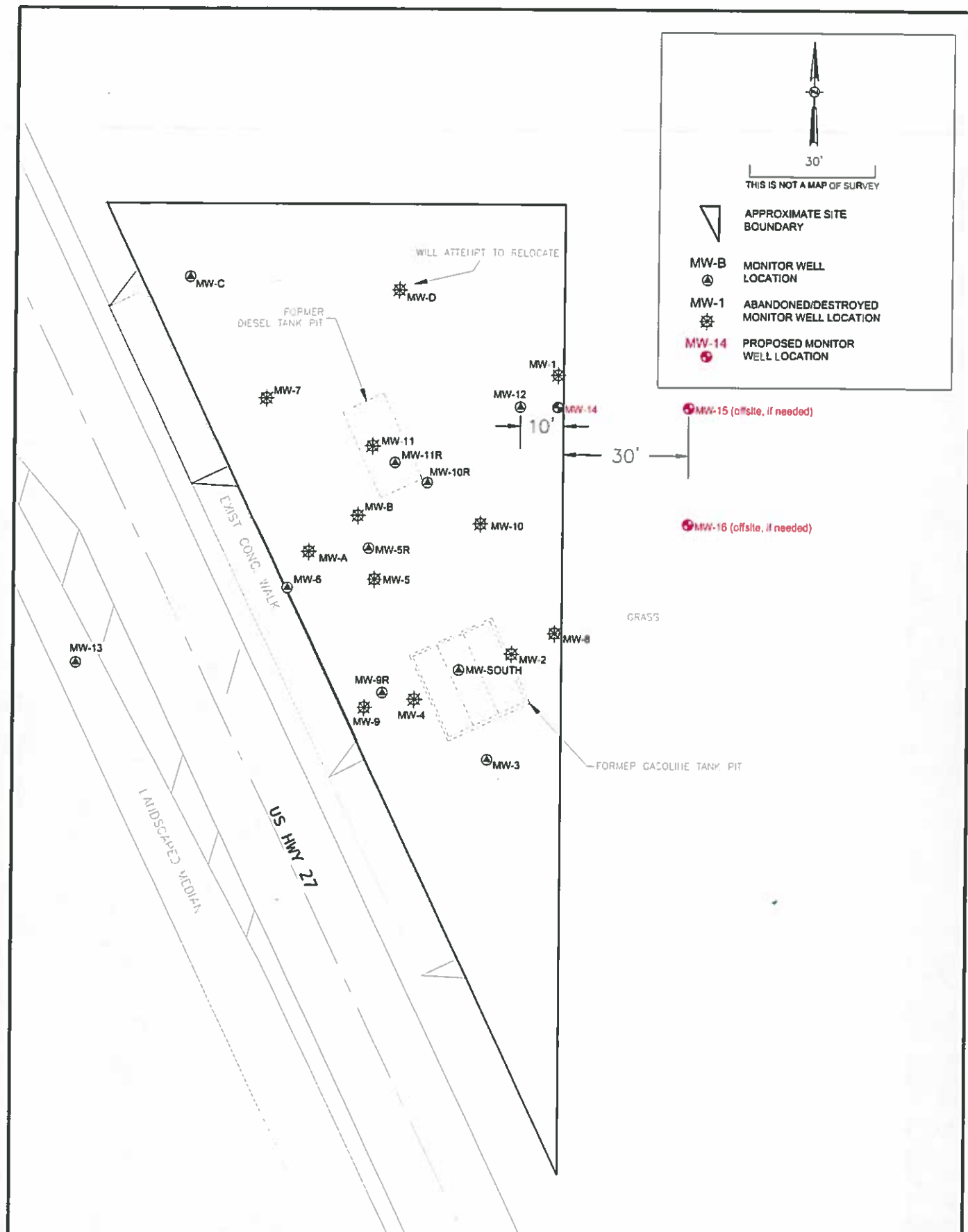
Michael J. Cook
Project Geologist
727 431 1638
michael.cook@cardno.com

QA/QC: R. Hagberg

Enc: Figure 1 (Site Map)

cc: Carol Thompson - Special Projects Manager, Palm Beach County Dept. of Economic Sustainability <CThompson@pbcgov.org>

File: G:\DES\ENV\Proposal\2018\South Bay\SouthBay_Proposal.docx





City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Betty Barnard

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: August 31, 2018
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 31, 2018:

General Fund

• Utility:	
AT & T Mobility	\$ 781.63
Earthlink	1,299.65
PBC Water Utility Dept	1,611.89
• Aetna	12,164.05
• Bank of America	2,578.05
• CAP Government	4,745.75
• Primestar Digital network	1,912.00
• PBC Sheriff	15,078.00
• Clarke	2,494.87
• Municipal Code Corporation	3,013.77
• Purchased of supplies, materials and parts	1,527.21 A
• Payment for various services	3,644.46 B
• Payroll deductions	4,476.51 C
• Other	2,626.07 D
Total	\$ 57,953.91

Sanitation Fund

Waste Management \$ 33,038.20

W & S Fund

US Water \$ 3,942.43

Revenues:

• FP & L (Franchise & Utility tax)	\$ 39,706.15
• Communication Tax	4,234.95
• Local Option Gas Tax	10,235.56
• Revenue Sharing & Sales Tax	69,804.09
• Permit & Licenses	21,250.27
• Other	11,339.76
Total	\$ 156,570.78

AP Check Register Report

City Of South Bay (CSBFND)

8/31/2018 9:27:16 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11060	AETNA	AETNA	8/31/2018	12,164.05	
11061	AFLAC	AFLAC	8/31/2018	2,130.32	
11062	ALLY	ALLY	8/31/2018	502.52	
11063	BANK OF AMERICA, NA	BANK OF AMERICA	8/31/2018	2,578.05	
11064	CAP GOVERNMENT	CAP GOVERNMENT	8/31/2018	4,745.75	
11065	CLARKE	CLARKE	8/31/2018	1,855.86	
11066	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	8/31/2018	113.50	C
11067	COMCAST	COMCAST	8/31/2018	187.55	E
11068	COMMUNITY ASPHALT	OHL COMMUNITY ASPHALT	8/31/2018	914.72	A
11069	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	8/31/2018	144.00	B
11070	DELTACOM 1058	EARTHLINK	8/31/2018	1,299.65	
11071	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	8/31/2018	101.13	A
11072	FEDERAL EXPRESS	FEDERAL EXPRESS	8/31/2018	124.51	B
11073	FEDERAL SAFETY COMPI	FEDERAL SAFETY COMPLIANCE	8/31/2018	298.50	D
11074	FORD MOTOR CREDIT	FORD MOTOR CREDIT COMPANY	8/31/2018	899.74	B
11075	HOMELESS COALITION O	HOMELESS COALITION OF PALM BEACH COUNTY IN	8/31/2018	200.00	D
11076	IAMAW	IAMAW	8/31/2018	343.20	C
11077	LIBERTY NATIONAL	LIBERTY NATIONAL	8/31/2018	758.14	L
11078	MAILFINANCE	MAILFINANCE	8/31/2018	342.00	E
11079	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	8/31/2018	15,078.00	
11080	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	8/31/2018	1,611.89	
11081	PERFORMANCE NAPA	PERFORMANCE NAPA	8/31/2018	162.48	A
11082	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	8/31/2018	1,912.00	
11083	ROBBIE TIRE	ROBBIE TIRE	8/31/2018	15.00	A
11084	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	8/31/2018	180.00	B
11085	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	8/31/2018	563.93	C
11086	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	8/31/2018	303.02	B
11087	WALMART COMMUNITY	WAL-MART COMMUNITY	8/31/2018	255.89	A
11088	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	8/31/2018	391.14	C
11089	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	8/31/2018	60.00	A
Non-Electronic Transactions:				50,236.54	
Total Transactions:				50,236.54	

AP Invoice Posting Audit Report

City Of South Bay (CSBFND)

Batch: AAAEGO

8/24/2018 3:18:20 PM

Page 1

AP / Vendor

Credit Card Vendor

CC Reference #

User ID

Batch Number

Payment Date

Tran #	Reference Invoice Date	Due Date	Check Number	Purchases	Returns	Discount	Amount Due
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P1 ANDRE L. HAMILTON / ANDRE L. HAMILTON

MAS

AP0000002877AAAEGO

08/24/2018

1 400 /

\$600.00

\$600.00

08/24/2018 08/24/2018 11059

*** Immediate Check ***

This Posting
YTD

\$600.00
\$5,200.00

\$0.00

\$600.00
\$0.00

Totals For AP Code P1

\$600.00

Total Direct Expense

\$600.00

Grand Total

\$600.00

Total Direct Expense

\$600.00

AP Immediate Check Register Report
City Of South Bay (CSBFND)

08/21/2018 9:29:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11057	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/21/2018	366.81
11058	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/21/2018	366.81
Totals:			Total Transactions:	733.62

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11056	FLORIDA LEAGUE OF CI	FLORIDA MUNICIPAL INSURANCE TRUST	08/20/2018	316.95
Non-Electronic Transactions:				316.95
Total Transactions:				316.95

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11047	AT&T MOBILITY	AT&T MOBILITY -ROC	08/20/2018	781.63
11048	CLARKE	CLARKE	08/20/2018	639.01
11049 VOID	FLORIDA LEAGUE OF CI	FLORIDA LEAGUE OF CITIES	08/20/2018	348.95
11050	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	08/20/2018	496.63
11051	LAKE HARDWARE	LAKE HARDWARE	08/20/2018	17.99
11052	MUNICIPAL CODE CORP	MUNICIPAL CODE CORPORATION	08/20/2018	3,013.77
11053	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	08/20/2018	176.28
11054	ROBBIE TIRE	ROBBIE TIRE	08/20/2018	20.00
11055	XEROX CORP	XEROX CORPORATION	08/20/2018	444.49
Non-Electronic Transactions:				5,906.75
Total Transactions:				5,906.75

5,589.80

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11044	BETTY BARNARD	BETTY BARNARD	8/13/2018	159.00
11045	JOE KYLES	JOE KYLES	8/13/2018	159.00
11046	JOHN WILSON	JOHN WILSON	8/13/2018	159.00
Non-Electronic Transactions:				477.00
Total Transactions:				477.00

AP Check Register Report
City Of South Bay (CSBFND)

8/31/2018 11:11:11 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
172	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/31/2018	33,038.20
Non-Electronic Transactions:				33,038.20
Total Transactions:				33,038.20

AP Immediate Check Register Report
City Of South Bay (CSBFND)

8/31/2018 11:25:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2133	US WATER	U.S. WATER SERVICES CORPORATION	8/31/2018	3,942.43
Totals:			Total Transactions:	3,942.43