

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
JANUARY 03, 2017 @ 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. **Park of Commerce – Letters of Interest**

4. **ADJOURNMENT**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA STRONGLY SUPPORTING AND ENCOURAGING THE UNITED STATES CONGRESS TO PROVIDE THE NECESSARY AND SUSTAINED FUNDING TO COMPLETE THE REHABILITATION OF THE HERBERT HOOVER DIKE; FURTHER STRONGLY SUPPORTING AND ENCOURAGING THE UNITED STATES ARMY CORPS OF ENGINEERS TO EXPEDITE THE REPAIRS OF THE HERBERT HOOVER DIKE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE CITIES OF BELLE GLADE, PAHOKEE AND SOUTH BAY THAT SURROUND LAKE OKEECHOBEE, AND TO MINIMIZE THE ENVIRONMENTAL AND ECONOMIC IMPACT THAT RESULTS FROM LAKE OKEECHOBEE DISCHARGES TO COASTAL ESTUARIES; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6b. RESOLUTION 66-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO DISBURSE AN INCENTIVE BONUS OF FIVE HUNDRED DOLLARS (\$500.00) TO EACH CITY COMMISSIONER; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION 67-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCES(PUBLIC HEARING)

7a. ORDINANCE 06-2016 – FINAL READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REGARDING MEDICAL MARIJUANA; IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD OF 180 DAYS; PROVIDING FOR APPLICABILITY; PROVIDING FOR DURATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – Tuesday, January 17, 2017

11. CITY MANAGER REPORT

11a. Economic Development Project Prioritization Process

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

**City of South Bay
Town Hall Meeting
December 06, 2016**

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 December 06, 2016 at 6:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry
Commissioner Taranza McKelvin 6:15 p.m.
Commissioner Shanique Scott 6:40 p.m.

Staff:

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

Mayor Kyles mentioned a PowerPoint Presentation by Commissioner Berry.

Commissioner Berry mentioned a Town Hall Meeting Presentation; She presented the following slides: *(full discussion of presentation and handout available through the City Clerk's Office)*

Purpose:

- Update the public on road projects, legislative priorities, solid waste collection and Code Enforcement.

Road Project Update:

- Martin Luther King Blvd.

Legislative Priorities 2017

- Deteriorating Roadways
- Substandard Storm Water Drainage System
- Multipurpose Community Facility
- Herbert Hoover Dike Rehabilitation Project

Multi-Purpose Emergency Shelter and Care Center Cost - \$2,137,000

- Conditions
- Shelter
- Feeding

- Emergency First Aid
- Bulk Distribution of Emergency Items
- "Safe and Well" information

Flood Control/Reduction and Water Way Management

- Storm Water Drainage Improvement
- City requesting support for the cost of engineering, surveying and construction of the identified problem areas in the amount of \$1,353,100.

Roadways, Sidewalks and Street Lighting Estimated Cost - \$7,678,075

- List of Collector/Residential Roadways *(available through the City Clerk's Office)*

Herbert Hoover Dike Rehabilitation Overview

List of supportive references noted in the Legislative Priorities

- Strategic Planning and Budget Discussion Workshops (June 21, 2016; August 02, 2016; August 16, 2016; October 04, 2016)
- Demographic Data
- Storm Water Engineering Survey
- List of Proposed Roadways

Solid Waste Collection Service Collection Schedule

- Garbage Bins - Residential (Wednesday and Saturday)
- Dumpster Pickup - Commercial (Wednesday and Saturday)
- Vegetation and Recycle Bins- Residential and Commercial (Wednesday Only)

Code Enforcement (Pictures)

Community Input

- Road Construction
- Legislative Priorities
- Solid Waste Collection Services
- Code Enforcement

Presentation Survey (Purpose)

- The Survey will be used to plan the next Town Hall Meeting

Joe Kyles, Mayor

ATTEST:

Jessica Figueroa, City Clerk

**City of South Bay
Regular City Meeting
December 06, 2016**

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 December 06, 2016 at 7:02 p.m., Invocation was lead by Commissioner Scott.

Present:

Mayor Joe Kyles
Vice-Mayor Wilson
Commissioner Esther E. Berry
Commissioner Shanique Scott
Commissioner Taranza McKelvin

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentation

Ms. Washington with Lake Shore A.V.I.D. Program thanked Commissioner Esther Berry for her donation of books to Lake Shore Middle School.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of October 18, 2016 and November 01, 2016 City Workshop and Regular City Meeting. Commissioner Scott made a motion to approve the consent agenda. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Mayor Kyles called for approval of the regular city agenda. The motion to approve the regular agenda was made by Commissioner McKelvin and seconded Vice-Mayor Wilson. The vote was unanimously approved.

Public Comments

Resident Albert Polk IV expressed his sincere gratitude towards the City Commission of the City of South Bay. He also asked to assist the City, moving forward and stated that he did not want to go through an obstacle course to bring greatness to the City.

Resident Barbara King mentioned an upcoming Christmas Holiday event for December 22, 2016. She asked if the event was approved by the Commission, due to the item not being on the agenda. The City Manager stated that the item was handled internally by staff and did not need to come before the Commission for approval.

Resolutions

The City Clerk read Resolution 60-2016.

Commissioner McKelvin made a motion to approve Resolution 60-2016, a resolution of the City Commission of the City of South Bay, Florida, approving a schedule for the remaining regular city commission meeting dates for calendar year 2017; providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 61-2016.

Vice-Mayor Wilson made a motion to approve Resolution 61-2016, a resolution of the City Commission of the City of South Bay Florida, authorizing the Mayor and City Manager to execute the engagement letter for audit services with HCT Certified Public Accountants and Consultants, LLC (HCT), for completion of the annual independent audit for the City of South Bay for fiscal year 2015-2016; Providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 62-2016.

Commissioner Scott made a motion to approve Resolution 62-2016, a resolution of the City Commission of the City of South Bay, Florida authorizing the Mayor and City Manager to execute an agreement with the Palm Beach County Supervisor of Elections (SOE) for voting processing equipment use and election services for the City's March 14, 2017 Election and other elections called during the 2017 calendar year; establishing a Canvassing Board; and providing an effective date. The motion was seconded by Vice-Mayor Wilson.

Commissioner Scott made a motion to amend Resolution 62-2016 to include Commissioner Scott as a canvassing board member. The City Attorney stated that she will add a "section 4" reflecting the selection of Commissioner Scott, upon the approval of Resolution 62-2016.

Motion to approve was made by Commissioner Scott and seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 63-2016 for the record.

Commissioner Scott made a motion to approve Resolution 63-2016, a resolution of the City Commission of the City of South Bay, Florida approving and authorizing executive of an NPDES Fourth Cycle Permit Interlocal Agreement with Northern Palm Beach County Improvement District, the Lead Permittee. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 64-2016.

Vice-Mayor Wilson made a motion to approve Resolution 64-2016, a resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to disburse an employee incentive bonus to all full-time South Bay employees, including the City Manager, in the amount of \$500.00 for each employee; Providing for an allocation of funds; Providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Ordinance

The City Clerk read Ordinance 06-2016 on its first reading.

Commissioner Scott made a motion to approve Ordinance 06-2016 on its first reading, an ordinance of the City Commission of the City of South Bay, Florida, regarding Medical Marijuana; Imposing a temporary moratorium on the establishment and operation of Medical Marijuana dispensing organizations and Medical Marijuana treatment centers within the City for a period of 180 days; providing for applicability; providing for duration; providing for severability; and providing an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

City Clerk Report

The City Clerk stated that the next City Commission would be on January 03, 2017 and stated that the meeting scheduled for December 20, 2016 had been cancelled.

City Manager Report

The City Manager mentioned the following items: *(full recording of discussion available through the City Clerk's Office)*

City Park Update - Colome & Associates will present at the January 2017 meeting with a plan scope of work for Cox and Tanner Park.

Demolition Status - The City Manager stated that 22 NW 1st Avenue, 255 NW 11th Avenue, 140 SW 6th Avenue, 410 Elion Avenue, 115 SW 10th Avenue, 360 SW 1st Avenue, were ready to go out to bid and stated that the demolitions were funded by the county, through the Department of Economic Sustainability.

New South Bay Villas - Closing scheduled for January 2017.

Road Construction Update -

- MLK is on schedule; currently going through underground piping; within the 280 day time period.
- NW 8th and NW 1st going east to HWY 27 is going through FDOT for approval of the design.
- SW 7th and SW 1st Street - received a notice to proceed with design from FDOT and once the design is completed the City will then get approval to go out to bid from FDOT.
- NW 1st passing pilot going to NW 1st for the resurfacing - received a notice to proceed for design for phase 3 from FDOT

Holiday Festival in the Park Update - Approved internally by staff for December 22, 2016 beginning at 5:00 p.m.

Clarity of South Bay Community Flew Market for Commissioner Berry.

Update on the City's Communities Farmers Market - City received a \$5,000.00 reimbursable grant to initiate the Communities Farmers Market.

Park of Commerce 98 Acres Update - January 17th Commission Workshop, the 5 respondents, who had responded to the letters of interest will present to the Commission. Commissioner Berry requested that the discussion of the process for the presenters be a future agenda item.

Commissioner Scott recommending having a workshop after the five presenters have made their presentations, to discuss the vision of the Commissioners and then the Commission could come back to the City Manager to give direction on who the City would like to negotiate at that point.

Commissioner Scott requested information on NW 1st Avenue. The City Manager stated that construction for 7th and 1st should begin around the closing of MLK construction.

Vice-Mayor Wilson asked for the list of individuals that received toys and turkeys this year. Commissioner McKelvin requested a overview of the holiday festival from Barbara King. Ms. King gave a brief overview of the holiday festival at Tanner Park. Vice-Mayor Wilson and Commissioner McKelvin said that they would love to assist Ms. King with their discretionary funds, if any, for the Holiday Festival at Tanner Park.

Mayor Kyles introduced Sergeant Garten and Sergeant Angelo. Sergeant Garten mentioned the trucks turning into Valaro's. He said for the first two-three weeks the Sheriff's office will be educating the truckers, and have them spread the word on not to utilize NW 1st Street. He said that after the educating time period the sheriff's officers will start issuing citations. Sergeant Garten stated that "this" meeting would be the last meeting that the Commission would see him in uniform, due to him retiring at the end of the month. Sergeant Angelo introduced himself as the new contact person for the City of South Bay.

Mr. Pat Kennedy with, American Red Cross announced "Coffee with the School Superintendant Dr. Avossa at the Bank of Belle Glade beginning at 6:00 p.m.

Future Agenda Items

Commissioner Scott made a motion for the next agenda, to distribute a holiday incentive bonus for the City Commissioners in the amount of \$500.00 . The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Commissioner Berry made a motion to place, discussion of criteria for selection relating to the Park of Commerce 98 acres. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

Commissioner Berry mentioned a plaque for Sergeant Garten at the next city meeting and requested an update of the tri-cities BBQ from the City Clerk.

Commissioner Comments

Commissioner McKelvin thanked all who attended the meeting.

Commissioner Scott mentioned the trip to the Kravis Center and asked a resident to give an overview of how the trip went. Commissioner Scott also stated that the trips to the Kravis Center including transportation were free to the residents of South Bay. She mentioned that the upcoming show of Kirk Franklin on January 17th was also available to the residents, however at their own cost, tickets from \$15-\$35.

Commissioner Scott stated that her studio and the kids that she works with will be opening for Kirk Franklin's show at Kravis Center. She also thanked Ms. King and every person that impacted kids in a positive way. She thanked everyone who attended the meeting.

Commissioner Berry thanked everyone who attended the meeting.

Vice-Mayor Wilson thanked everyone who attended the meeting and also gave a special thanks to Commissioner Scott for everything she have done for his son Julian.

Mayor Kyles mentioned the following list of what he would like for the Commission to implement in the year 2017:

- Mentoring Program - My Brother's Keeper
- Health Program - Establish a program for residents to walk at Tanner Park on a Saturday
- Open Data - Communicating with the Citizens
- Police Relationship with the Residents
- Youth Advisory Member Council
- Businesses Partnerships
- Leadership and Public Accountability
- Economic & Strategy in the Community
- Community Leadership of City Council
- Engage in housing for Veteran's & Homeless
- Redesigning the Town - Changing the look of South Bay
- Youth Council on Education on Families
- Mayor Education Taskforce within the City
- Rebuilding South Bay's Infrastructure

Mayor Kyles adjourned the City Meeting at 8:45 p.m.

Joe Kyles, Mayor

ATTEST:

Jessica Figueroa, City Clerk

RESOLUTION NO. 65-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA STRONGLY SUPPORTING AND ENCOURAGING THE UNITED STATES CONGRESS TO PROVIDE THE NECESSARY AND SUSTAINED FUNDING TO COMPLETE THE REHABILITATION OF THE HERBERT HOOVER DIKE; FURTHER STRONGLY SUPPORTING AND ENCOURAGING THE UNITED STATES ARMY CORPS OF ENGINEERS TO EXPEDITE THE REPAIRS OF THE HERBERT HOOVER DIKE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE CITIES OF BELLE GLADE, PAHOKEE AND SOUTH BAY THAT SURROUND LAKE OKEECHOBEE, AND TO MINIMIZE THE ENVIRONMENTAL AND ECONOMIC IMPACT THAT RESULTS FROM LAKE OKEECHOBEE DISCHARGES TO COASTAL ESTUARIES; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, three municipalities within Palm Beach County, the City of Belle Glade, the City of Pahokee, and the City of South Bay, surround Lake Okeechobee and have residents that live adjacent to or near to the Lake; and

WHEREAS, additionally, these Cities along with the State of Florida and Palm Beach County have significant public infrastructure located and maintained in the Lakeside region of Palm County; and

WHEREAS, the El Nino weather pattern dominated South Florida from December through March of 2016, and brought record-breaking dry-season rainfall to many areas and caused the water level in Lake Okeechobee and the Everglades to rise well above the United States Army Corps of Engineers' Regulation Schedules for those areas; and

WHEREAS, as a result of this weather event, the coastal estuaries were forced to endure high releases of water from Lake Okeechobee for several months; and

WHEREAS, the higher Lake stage also impacts the public health, safety and well-being of residents in Palm Beach County, including the Cities of Belle Glade,

Pahokee and South Bay, because of the pressure placed on the Herbert Hoover Dike (the "HHD"); and

WHEREAS, public infrastructure located and maintained in the Lakeside region of Palm Beach County also is at risk until necessary repairs to the HHD are made; and

WHEREAS, approximately six months ago, the Army Corps of Engineers released its Draft Herbert Hoover Dike Dam Safety Modification Study and Environmental Impact Statement providing the final engineering plan and budget necessary to complete the rehabilitation of the HHD; and

WHEREAS, the draft report presents the engineering design and cost estimate to complete the first major rehabilitation of the HHD in 75 years, which is necessary to bring it to the safety designation appropriate for the protection of the western Palm Beach County Communities surrounding Lake Okeechobee; and

WHEREAS, the City of South Bay strongly believes that acceleration of the rehabilitation to the HHD is not only critical for the public health, safety, welfare and economies of the Cities of Belle Glade, Pahokee and South Bay that surround Lake Okeechobee, but also will allow more flexible management of high water levels in Lake Okeechobee to reduce the discharges to coastal estuaries; and

WHEREAS, the timely completion of the repairs to the HHD, however, is dependent on continued, uninterrupted funding from Congress.

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

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. Appeal to United States Congress. The City Commission of the City of South Bay strongly urges the United States Congress to provide the necessary and sustained funding to complete the rehabilitation of the HHD.

Section 3. **Appeal to United States Army Corps of Engineers.** The City Commission of the City of South Bay further urges the United States Army Corps of Engineers to expedite the repairs to the HHD for the public health, safety and welfare of the Cities of Belle Glade, Pahokee and South Bay that surround Lake Okeechobee, and to minimize the environmental and economic impacts resulting from the interim operational schedule relating to Lake Okeechobee discharges to coastal estuaries now in place.

Section 4. **Transmittal.** The Clerk of the City of South Bay is hereby directed to forward this Resolution to Florida Governor Rick Scott; United States Senator Bill Nelson; United States Senator Marco Rubio; United States Congressman for Florida District 18 Brian Mast; United States Congressman for Florida District 20 Alcee L. Hastings; ~~United States Congressman for Florida District 21 Ted Deutch; United States Congressman for Florida District 22 Lois Frankel; and the United States Army Corps of Engineers.~~

Section 5. **Effective Date.** This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 3rd day of January, 2017.

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

RESOLUTION 66-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO DISBURSE AN INCENTIVE BONUS OF FIVE HUNDRED DOLLARS (\$500.00) TO EACH CITY COMMISSIONER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay Commission desires to provide an incentive bonus in the amount of Five Hundred Dollars (\$500.00) to each Commissioner who has served at least one (1) term as a commissioner (including for a term of Mayor); and

WHEREAS, the total amount of the incentive bonuses would equal Two Thousand and Five Hundred Dollars (\$2,500.00) from the 2016-2017 budget year; and

WHEREAS, the City Manager has determined that funds are available within the City's current budget for distribution of an incentive bonus to all sitting commissioners meeting the minimum requirement.

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 Commission of the City of South Bay hereby authorizes the City Manager to disburse an incentive bonus in the amount of Five Hundred Dollars (\$500.00) to each City Commissioner of the City South Bay, Florida.

Section 3. Funding Source. The 512100 account shall be used to fund the incentive bonus.

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

PASSED AND ADOPTED this 3rd day of January, 2017.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

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

RESOLUTION NO. 67-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (FDOT), has created the Small County Outreach Program pursuant to Section 339.2818, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

WHEREAS, FDOT has determined that the transportation project described in the attached funding agreement is necessary to facilitate economic development and growth within the State of Florida; and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the best interests of the residents of the City of South Bay to allow the City Manager to execute the 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 City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached State of Florida Department of Transportation Small County Outreach Program Agreement and 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 3rd day of January 2017.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SMALL COUNTY OUTREACH PROGRAM
AGREEMENT**

Financial Project No: <u>440390-1-54-01</u>	Vendor No.: <u>VF-596-000-429-002</u>
Contract No. _____	CSFA No. and Title: <u>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement ("Agreement") is entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation ("Department") and CITY OF SOUTH BAY, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, D, and E are attached hereto and incorporated by reference into this Agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement as Exhibit E.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through June 30, 2019. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
 - a. Design plans contract to begin on or before July 1, 2017, and design plans to be completed by June 30, 2018.
 - b. Actual Construction shall begin no later than July 1, 2018, and be completed by June 30, 2019.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$1,874,538.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440390-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.

Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the

Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D".

- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- f. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- g. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- h. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
- i. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- j. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- k. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

1. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
 - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local

governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
 - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
-
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
-
- 6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
 - 7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
 - 8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall

have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .

9. Upon completion of the work, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of

the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient

or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/sub consultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

17. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to

the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

19. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
20. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
21. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
22. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.

23. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
3400 W. Commercial Blvd.
Fort Lauderdale, Florida 33309
Attn: Leos Kennedy, Jr.
Copy: Project Manager, Sunshine Cayubit
2nd Copy: District's General Counsel

TO RECIPIENT:

City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Attn: Leondrae Camel, City Manager
Copy: City Attorney

24. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
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25. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
26. This Agreement shall not be construed to grant any third party rights.
27. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
28. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
29. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

30. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.

31. Time is of the essence as to each and every obligation under this Agreement.

32. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

33. This Agreement may be executed in duplicate originals.

34. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Title: _____

Print Name

Attest: _____
Title: _____

Print Name

BY: _____
Title: _____
Attest: _____

Date: _____
Legal Review: _____

See attached encumbrance form for date of funding
approval by Comptroller

Recipient's Legal Review

Print Name

Exhibit A
SCOPE OF WORK

&
DELIVERABLES

SW 1st Street
from US-27 to SW 7th Avenue
FM# 440390-1-54-01

This Project will include, but not limited to the following:

SW 7th Ave will include the replacement of curb and gutter and widening of existing sidewalk from 4' to 5'. The existing pavement will be partially reconstructed by removing the asphalt and part of the base and replaced with geotextile material, 12" of Limerock base and 2" of asphalt. The corridor will have new signing and pavement markings to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards. The existing drainage system will be de-silted including all laterals and inlets. SW 1st Street will be reconstructed and widened from a 16' wide section to a 20' wide section. The reconstructed pavement will include new sub base, base and asphalt and utilize geotextile material to alleviate the poor soil conditions typical in the area. The front and back slopes will be re-graded and re-sodded to facilitate drainage. The corridor will have signing and pavement marking to meet MUTCD standards.

DELIVERABLES

FM# 440390-1-54-01

DELIVERABLES

DESIGN: 100% Signed and Sealed plans, including, but not necessarily limited to roadway, signing, and marking plans.

CONSTRUCTION:

The deliverables are contingent on the design of the Project.

CEI CLASSIFICATIONS

**SR. PROJECT ENGINEER
PROJECT ADMINISTRATOR**

SR. INSPECTOR

INSPECTOR

INSPECTOR'S AIDE

QUALITY CONTROL (QC) MANAGER

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2

ASPHALT PAVING TECHNICIAN LEVEL 1

ASPHALT PAVING TECHNICIAN LEVEL 2

*The City will need written approval from the Department, if deviating, from the CEI classifications shown above.

EXHIBIT "B"
METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 440390-1-54-01

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of South Bay referenced by the above Financial Project Number

Schedule of Funding:

	FY 2017	TOTAL
I. TOTAL PROJECT	\$	\$
Design	\$ 300,572.00	\$ 300,572.00
Right of Way	\$	\$
Construction & CEI Services	\$ 1,573,966.00	\$ 1,573,966.00
II. PARTICIPATION:		
Maximum Department Participation	\$ 1,874,538.00	\$ 1,874,538.00
Local Participation	\$ 0.00	\$ 0.00
In-Kind	\$	\$
Cash	\$	\$
Combination In-Kind/Cash	\$	\$
Waiver or Reduction	\$	\$
TOTAL PROJECT COST:	\$ 1,874,538.00	\$ 1,874,538.00

Please submit four copies of invoice(s) to the following address:

Florida Dept. of Transportation. Program Management Div., Attn: Leos A. Kennedy, Jr.

3400 W. COMMERCIAL BLVD., FT. LAUDERDALE, FLORIDA 33309

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

CSFA Number: 55.009

Award Amount: \$ 1,874,538.00

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

CITY OF SOUTH BAY (RECIPIENT)

PROJECT DESCRIPTION: Design, Construction & CEI Services of SW 1st Street from US-27 to SW 7th Avenue

FINANCIAL PROJECT NUMBER: 440390-1-54-01

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

EXHIBIT E
Recipient's Resolution

ORDINANCE 06-2016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REGARDING MEDICAL MARIJUANA; IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD OF 180 DAYS; PROVIDING FOR APPLICABILITY; PROVIDING FOR DURATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in 2014 enacted a medical marijuana law, the "Compassionate Medical Cannabis Act of 2014" (codified as Section 381.986, Florida Statutes) which authorized a limited number of large nurseries to cultivate, process, transport, and dispense non-euphoric, low THC cannabis and operate as "Dispensing Organizations" for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in 2016 amended the Compassionate Medical Cannabis Act (Section 381.986, Florida Statutes) to include the use of "medical marijuana" for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment to Section 381.986, Florida Statutes, expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida's voters voted in favor of an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2") and the amendment passed; and

WHEREAS, Amendment 2 fully legalizes the medical use of marijuana throughout the State of Florida for those individuals with specified "debilitating" conditions, and authorizes the cultivation, processing, distribution and sale of marijuana and related activities by licensed "Medical Marijuana Treatment Centers"; and

WHEREAS, a comprehensive state licensing and regulatory framework for ~~the cultivation, processing and dispensing of cannabis under the~~ Compassionate Medical Cannabis Act of 2014 (the "Act") presently exists; and

WHEREAS, Section 381.986(8)(b), Florida Statutes, provides that the criteria for the number and location of and other permitting requirements that do not conflict with state law or rules of the Florida Department of Health may be established by local ordinance; and

WHEREAS, dispensing of cannabis remains illegal under federal law, and the U.S. Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2013 "Cole Memorandum;" and

WHEREAS, the potential for adverse secondary effects associated with Medical Marijuana Treatment Centers and Medical Marijuana Dispensary Organizations exist within the City of South Bay; and

WHEREAS, the City of South Bay is authorized to prepare and enforce

comprehensive plans for the development of the City, and to establish, coordinate, and enforce zoning regulations for the protection of the public; and

WHEREAS, Section 163.3161, Florida Statutes, authorizes the City to adopt and amend comprehensive plans to guide future development and growth, and to implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and

WHEREAS, land development regulations are required to be consistent with the adopted comprehensive plan; and

WHEREAS, City staff has recommended that the Comprehensive Plan, Land Development Code and South Bay Code of Ordinances be reviewed and revised as necessary since there are no current regulations governing the use of real property for purposes of cultivating, processing, and distributing or selling marijuana or related activities, and such uses are neither lawfully existing or permissible within the City; and

WHEREAS, in order to promote effective land use planning if a Dispensing Organization should seek to operate in City, the City Commission wishes to preserve the status quo while researching, studying and analyzing the potential impact of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers upon nearby properties; and

WHEREAS, the City Commission finds that a temporary moratorium on the establishment and operation of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers would allow City staff sufficient time to

investigate the impacts of cannabis distribution facilities; to determine what uses are best suited for particular zoning categories and how best to formulate amendments to the Comprehensive Plan, if required and the Land Development Code and to enable the advertising of public hearings to consider adoption of said amendments; and

WHEREAS, the City Commission of the City of South Bay finds that a temporary moratorium on the acceptance, processing and issuance of development permits, development orders or any other official action of City permitting or having the effect of permitting new Medical Marijuana Treatment Facilities and Dispensing Organizations will allow time to review, study, hold public hearings and prepare and adopt amendments to the Code of Ordinances.

NOW THEREFORE BE IT ORDAINED, by the City Commission of the City of South Bay, Florida:

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. Findings.

The recitals set forth in the "Whereas" clauses above are true and correct and are hereby adopted as findings by the City Commission for the adoption of this Ordinance.

Section 3. Temporary Moratorium.

A temporary moratorium is hereby imposed on the establishment and operation of Medical Marijuana Dispensary Organizations and Medical Marijuana Treatment Centers (as referenced in Section 381.986, Florida Statutes and Constitutional

Amendment 2 respectively) within the City of South Bay. While the moratorium is in effect, the City shall not accept, process or approve, any application relating to the establishment or operation of a Medical Marijuana Dispensing Organization or Medical Marijuana Treatment Center. Nothing in this temporary moratorium shall be construed to prohibit the permitted use of medical marijuana or low THC cannabis by a qualified or eligible patient, as determined by a licensed Florida physician pursuant to Amendment 2, Section 381.986, Florida Statutes or other Florida law as applicable.

Section 4. Definitions.

~~For purposes of this temporary moratorium, the following definitions apply as~~
these terms are used in this Ordinance:

(a) "Medical Marijuana Treatment Center" means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana or products containing marijuana, related supplies, or education materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

~~(b) "Dispensing Organization" means an organization approved by the~~
Florida Department of Health to cultivate, process, transport, and dispense low THC cannabis or medical cannabis pursuant to Section 381.986, Florida Statute.

(c) "Establishment" means development orders, development permits and any other official action of City of South Bay permitting or having the effect of permitting the operation of Medical Marijuana Treatment Facilities or Medical Marijuana Dispensing Organizations, including without limitation: building permits, zoning compliance permits, administrative permits, certificates of occupancy, special permits, temporary use permits, site plans, subdivisions (preliminary and final plats), rezoning, development agreements, DRI (Development of Regional Impact), development agreements, Comprehensive Plan Future Land Use Map amendments (site specific) and variances.

Section 5.

The City Commission directs the City Manager to initiate a zoning review of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers and to prepare a report containing recommendations as to appropriate amendments to the Comprehensive Plan, if necessary and the Land Development Code to address regulating Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers consistent with applicable law.

The City Manager is also directed to perform a review of the City Code of Ordinances and prepare a staff report containing recommendations as to appropriate amendments to the City's Code of Ordinances to address regulating Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers consistent with applicable law.

Section 6. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 8. Severability.

If any section, sentence, clause or any other provision of this Ordinance shall be held invalid or be found unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining sections, sentences, provisions or clauses of this Ordinance.

Section 7. Inclusion In Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 8. Effective Date:

This Ordinance shall become effective as provided by law. The moratorium shall terminate one hundred eighty (180) days from the effective date of this Ordinance unless the City Commission rescinds or extends the moratorium by subsequent

ordinance.

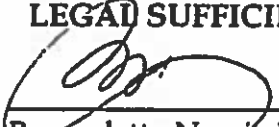
PASSED AND ADOPTED this ____ Day of _____, 2016.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Bernadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

Shanique S. Scott

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: December 28, 2016

Ref: Weekly check register

Enclosed, please find the summary of check registers as of December 28, 2016:

General Fund

• Utility:

At & T	\$ 729.11
Comcast	219.28
FPL	5,397.72
PBC Water Dept	1,957.47

• Weekly Asphalt	184,509.90
• CAP Government	20,848.00
• Bank of America	1,843.59
• Norris – Weeks	10,253.25
• FL Municipal Insurance Trust	23,471.00
• PBC Sheriff	14,782.33
• Marathon Fleet	1,252.62
• Deposit refund	725.00 *
• Stony Electric	1,452.00
• Purchased of supplies, materials and parts	4,074.11 A
• Payment for various services	3,537.06 C
• Payroll deductions	3,679.01 B
• Other	4,692.65 D

Total \$ 283,424.10

W & S Fund

US Water \$ 3,942.43

Sanitation Fund

Waste Management \$ 41,747.60

Revenues:

• FP & L (Franchise & Utility tax)	\$ 33,420.14
• Ad Valorem Taxes	153,582.88
• PBC Housing Authority (PILOT)	11,266.00
• Communication Tax	4,008.30
• PBC Water Utility	66,268.52
• Local Option Gas Tax	10,284.38
• Other	16,941.44
• Sales Tax & Revenue Sharing	33,368.05

• Total \$ 329,139.71

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

12/27/2016 1:55:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9610	REXEL	REXEL	12/22/2016	252.60 A
9611	JJAM RENTALS	JJAM RENTALS	12/27/2016	200.00 C
9612	BERNESA POURCH	BERNESA POURCH	12/27/2016	150.00 *
9613	REXEL	REXEL	12/27/2016	51.50 A
Totals:			Total Transactions:	654.10

AP Check Register Report

City Of South Bay (CSBFND)

12/21/2016 4:22:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9596	AFLAC	AFLAC	12/21/2016	1,798.89 ^B
9597	AT&T MOBILITY	AT&T MOBILITY -ROC	12/21/2016	729.11
9598	BANK OF AMERICA, NA	BANK OF AMERICA	12/21/2016	1,843.59
9599	IAMAW	IAMAW	12/21/2016	324.72 ^B
9600	LATONIA MCFARLAND	LATONIA MCFARLAND	12/21/2016	75.00 ^D
9601	MARTHA HUGGINS	MARTHA HUGGINS	12/21/2016	50.00 ^L
9602	MCM PAINTS	MCM PAINTS	12/21/2016	223.50 ^A
9603	PBC BOARD OF COUNTY	PALM BEACH COUNTY	12/21/2016	50.00 ^D
9604	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	12/21/2016	14,782.33
9605	PERFORMANCE NAPA	PERFORMANCE NAPA	12/21/2016	86.20 ^A
9606	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	12/21/2016	542.18 ^B
9607	THELMA SMITH	THELMA SMITH	12/21/2016	150.00 [*]
9608	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	12/21/2016	303.02 ^C
9609	VIVENE SMITH	VIVENE SMITH	12/21/2016	100.00 ^D
Non-Electronic Transactions:				21,058.54
Total Transactions:				21,058.54

AP Check Register Report

City Of South Bay (CSBFND)

12/19/2016 2:07:45 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9594	B ELEGANT CREATIVE EV	B ELEGANT CREATIVE EVENTS PLANNING	12/19/2016	200.00
9595	CAP GOVERNMENT	CAP GOVERNMENT	12/19/2016	20,848.00
Non-Electronic Transactions:				21,048.00
Total Transactions:				21,048.00

AP Check Register Report

City Of South Bay (CSBFND)

12/16/2016 3:39:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9578	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESALE	12/16/2016	250.99 ^A
9579	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	12/16/2016	10,253.25
9580	COMCAST	COMCAST	12/16/2016	219.28
9581	ECONO SIGNS	ECONO SIGNS	12/16/2016	802.50 ^A
9582	EVERGLADES FARM EQU	EVERGLADES FARM EQUIPMENT	12/16/2016	178.80 ^A
9583	FEDERATION OF FAMILI	FEDERATION OF FAMILIES OF FLORIDA	12/16/2016	1,500.00 ^D
9584	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	12/16/2016	23,471.00
9585	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	12/16/2016	496.63 ^D
9586	LYNPHAS E. HENRY	LYNPHAS E. HENRY	12/16/2016	775.00 ^C
9587	NLC C/O EXPERIENT	NLC C/O EXPERIENT	12/16/2016	455.00 ^D
9588	OLIVIA MEJIA	OLIVIA MEJIA	12/16/2016	55.62 ^L
9589	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/16/2016	58.91 ^A
9590	PERFORMANCE NAPA	PERFORMANCE NAPA	12/16/2016	41.82 ^L
9591	STONY ELECTRICAL LLC	THELUSCA GERARD	12/16/2016	1,452.00
9592	WEEKLY ASPHALT PAVIN	WEEKLY ASPHALT PAVING, INC.	12/16/2016	184,509.90
9593	XEROX CORP	XEROX CORPORATION	12/16/2016	208.85 ^C
Non-Electronic Transactions:				224,729.55
Total Transactions:				224,729.55

AP Check Register Report

City Of South Bay (CSBFND)

12/8/2016 11:11:04 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
9558	CLARKE	CLARKE	12/8/2016	650.10	C
9559	COSHA JACKSON	COSHA JACKSON	12/8/2016	300.00	*
9560	EVERGLADES TRADING	EVERGLADES TRADING	12/8/2016	54.76	A
9561	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	12/8/2016	541.37	D
9563	FPL	FPL	12/8/2016	5,397.72	
9564	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	12/8/2016	371.70	A
9565	LAKE HARDWARE	LAKE HARDWARE	12/8/2016	112.00	+
9566	LIBERTY NATIONAL	LIBERTY NATIONAL	12/8/2016	811.04	B
9567	MARTHON FLEET	WEX BANK	12/8/2016	1,252.62	
9568	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	12/8/2016	176.28	B
9569	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	12/8/2016	87.96	A
9570	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/8/2016	183.16	+
9572	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	12/8/2016	1,957.47	
9573	PERFORMANCE NAPA	PERFORMANCE NAPA	12/8/2016	48.77	A
9574	ROBBIE TIRE	ROBBIE TIRE	12/8/2016	30.00	C
9575	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	12/8/2016	445.00	+
9576	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	12/8/2016	47.52	A
9577	XEROX CORP	XEROX CORPORATION	12/8/2016	210.09	C
				Non-Electronic Transactions:	12,677.56
				Total Transactions:	12,677.56

AP Immediate Check Register Report

City Of South Bay (CSBFND)

12/5/2016 11:49:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9557	ARTISHA HARDWICK	ARTISHA HARDWICK	12/5/2016	125.00
Totals:			Total Transactions:	125.00

AP Check Register Report

City Of South Bay (CSBFND)

12/2/2016 9:53:11 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9544	ALLY	ALLY	12/2/2016	502.52 <i>D</i>
9545	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESALE	12/2/2016	261.81 <i>A</i>
9546	EDGAR KERR	EDGAR W. KERR	12/2/2016	282.40 <i>D</i>
9547	JLH ASSOCIATES	JLH ASSOCIATES	12/2/2016	700.00 <i>C</i>
9548	KELLY TRACTOR	KELLY TRACTOR	12/2/2016	33.74 <i>A</i>
9549	LEGAL SHIELD	PRE PAID LEGAL SERVICES INC	12/2/2016	25.90 <i>D</i>
9550	PERFORMANCE NAPA	PERFORMANCE NAPA	12/2/2016	27.98 <i>A</i>
9551	QUALITY TELEPHONE	QUALITY TELEPHONE	12/2/2016	267.18 <i>D</i>
9552	ROBBIE TIRE	ROBBIE TIRE	12/2/2016	15.00 <i>C</i>
9553	STITCH WORK PLUS	STITCH WORK PLUS	12/2/2016	116.93 <i>D</i>
9554	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	12/2/2016	546.12 <i>A</i>
9555	WALMART COMMUNITY	WAL-MART COMMUNITY	12/2/2016	192.30 <i>A</i>
9556	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	12/2/2016	159.47 <i>I</i>
Non-Electronic Transactions:				3,131.35
Total Transactions:				3,131.35

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

12/21/2016 4:36:45 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2113	US WATER	U.S. WATER SERVICES CORPORATION	12/21/2016	3,942.43
Totals:			Total Transactions:	3,942.43

AP Check Register Report
City Of South Bay (CSBFND)

12/8/2016 11:32:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
00131	WASTE MANAGEMENT	WASTE MANAGEMENT	12/8/2016	6,763.79
Non-Electronic Transactions:				6,763.79
Total Transactions:				6,763.79

AP Check Register Report

City Of South Bay (CSBFND)

12/16/2016 4:06:51 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
00132	WASTE MANAGEMENT	WASTE MANAGEMENT	12/16/2016	34,983.81
Non-Electronic Transactions:				34,983.81
Total Transactions:				34,983.81