



***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, MAY 02, 2017
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:	Shanique Scott
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
MAY 02, 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. Agenda – May 02, 2017**
- 4. ADJOURNMENT**

AGENDA
CITY OF SOUTH BAY, FLORIDA
REGULAR CITY MEETING
CITY COMMISSION CHAMBERS
MAY 02, 2017 @ 7:00 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.

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.
.....

1. CALL TO ORDER, ROLL CALL; MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS/PROCLAMATIONS

3a. Approval of Proclamation – World Lupus Day

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.

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

6a. RESOLUTION 75-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

6b. RESOLUTION 79-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE CITY OF SOUTH BAY PURCHASING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 80-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO

EXECUTE THE RECORDING SYSTEM SUPPORT AGREEMENT FOR
THE MAINTENANCE OF BIS DIGITAL SYSTEM RECORDING
SYSTEM AND DCR2 SOFTWARE WITH BUSINESS INFORMATION
SYSTEMS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE (FIRST READING)

ORDINANCE 08-2017

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, ADOPTING NEW FLOODPLAIN MANAGEMENT REGULATIONS; TO ADOPT NEW FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND FOR OTHER PURPOSES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – May 16, 2017

11. CITY MANAGER REPORT

11a. Senate Bill 10 update

11b. Parks Modernization update

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION

WORLD LUPUS DAY PROCLAMATION



Whereas, each year, May 10th is designated as World Lupus Day to show support and raise awareness for the estimated 5 million people who have lupus; and

Whereas, lupus is a cruel and mysterious chronic (lifelong) autoimmune disease in which the immune system is unbalanced, causing inflammation and tissue damage to virtually every organ system in the body; and

Whereas, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain; no organ is spared; the disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure; and

Whereas, while lupus strikes mostly women of childbearing age, no one is safe from lupus; African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus, a disparity that remains unexplained; and

Whereas, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

Whereas, there has been only one new drug approved by the U.S. Food and Drug Administration specifically for lupus in 56 years; current treatments for the disease can have damaging side effects.

Now, therefore, I, Mayor Joe Kyles do hereby proclaim May 10th as World Lupus Day in, the City of South Bay, Florida and urge each of our citizens to observe this day by educating themselves on the symptoms and impact of lupus, and to join with the Florida Chapter of the Lupus Foundation of America in supporting programs of research, education, and community service.

In witness whereof, I have hereunto set my hand the 10th day May in the year 2017.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION NO. 75-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by Section 200.065, Florida Statutes, the City Commission of the City of South Bay held a public hearing on September 27, 2016 to adopt the annual budget for fiscal year 2016-2017; and

WHEREAS, on September 27, 2016, the City Commission adopted Resolution 50-2016 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2016-2017 in the amount of One Million Nine Hundred Forty-Three Thousand Three Hundred Twenty-Nine Dollars (\$1,943,329.00); and Capital Project Fund estimated total sum of two million, three thousand eighty nine, eight hundred and eight dollars (\$2,389,808); and

WHEREAS, it is necessary to amend the fiscal year 2016-2017 General Fund Budget to recognize an increase in revenue by Four Hundred Thirty Eight Thousand Eight Hundred Sixty-Eight Dollars (\$438,868.00), which would represent increases in the following areas: State Sale Tax of \$21,150.00; FP&L Electric Utility Tax of \$17,000.00; Building Permits fees of \$145,000.00; Sale of Real Estate of \$249,893 and carnival fee of \$5,825.00; and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: a decrease of \$4,060.00 in (101) Legislative Department; and increase of \$7,875.00 in (111) City Manager Department; an increase of \$15,070.00 in (121) City Clerk Department; an increase of \$5,920.00 in (131) Finance Department; an increase of \$70,000.00 for Professional Services in (151) Planning and Zoning Department; an increase of \$1,345.00 in Human Resources Department; an increase of \$18,250.00 in (191) Non-Department; an increase of \$2,000.00 in (711) Parks and Recreation Department; and transfer of \$322,468.00 to (900) Capital Project Fund.

WHEREAS, it is necessary to amend the fiscal year 2016-2017 Capital Project Fund Budget by One Hundred Ninety Three Thousand Seven Hundred Sixty Eight Dollars

(\$193,768) due to new additional one cent sales tax of \$125,000; and additional transfer in from General Fund in amount of \$68,768; to be used for Local Street Improvement Projects.

WHEREAS, the budget amendment is an effective increase of Four Hundred Thirty Eight Thousand Eight Hundred and Sixty - Eight Dollars (\$438,868.00) in General Fund and One Hundred Ninety Three Thousand Seven Hundred Sixty Eight Dollars (\$193,768) in Capital Project Fund

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. Amendment of Budget. The City of South Bay, Florida hereby amends fiscal year Budget beginning October 1, 2016 and ending September 30, 2017 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the amount of Four Hundred Thirty-Eight Thousand Eight Hundred Sixty-Eight Dollars (\$438,868.00) to the General Fund Budget bringing the total amount to Two Million Three Hundred Eighty-Two One Hundred Ninety-Seven Dollars (\$2,382,197.00) and One Hundred Ninety Three Thousand Seven Hundred Sixty Eight Dollars (\$193,768) to Capital Project Fund Budget bringing the total budget to Two Million Five Hundred Eighty Three Thousand Five Hundred Seventy Six Dollars (\$2,583,576). The appropriations are described in amendments to the budget worksheet attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 2nd day of May, 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)

Type of Budget Adjustment

32 *Journal of Health Politics, Policy and Law*

To amend the fiscal year 2016-17 budget for additional estimated revenues from FPL utility taxes and State sales taxes, sales of 845 Palm Beach Road property, and estimated building permit from Palm Beach Housing Authority Renovation projects, revenues received from winter carnival.

**Approved by City Commission
Meeting of**

Date _____

Type of Budget Adjustment

Inter-Department Transfer

Supplemental Appropriation

X

To amend the personnel and travel expenses in Legislative, City Manager, City Clerk, Finance and Human resources Departments, professional services in Code enforcement due to Palm Beach Housing Authority renovation projects, and non departmental for IT services, building maintenance in non departmental and Parks & Recreational, and transfer of fund to Capital project due to sales of 845 Palm Beach Road property.

City Manager

Date _____

Approved by City Commission
Meeting of

Budget Adj. # 1

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

Account Description		Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase	Adjusted Budget
Local Street Improvement Projects		318	311	546215	-	-	-	193,768	193,768
		Total Increase			-	-	-	193,768	193,768
Account Description		Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase	Adjusted Budget
Local Gov. 1 Cent sales tax		318	033	335180	-	16,468	-	125,000	125,000
Transfer In from GF		318	033	381001	403,121	81,921	321,200	68,768	471,889
		Total Increase			403,121	98,389	321,200	193,768	596,889

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82	2282-83	2283-84	2284-85	2285-86	2286-87	2287-88	2288-89	2289-90	2290-91	2291-92	2292-93	2293-94	2294-95	2295-96	2296-97	2297-98	2298-99	2299-00	2300-01	2301-02	2302-03	2303-04	2304-05	2305-06	2306-07	2307-08	2308-09	2309-10	2310-11	2311-12	2312-13	2313-14	2314-15	2315-16	2316-17	2317-18	2318-19	2319-20	2320-21	2321-22	2322-23	2323-24	2324-25	2325-26	2326-27	2327-28	2328-29	2329-30</
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Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Dato

Date _____

Date _____

**Approved by City Commission
Meeting of**

RESOLUTION NO. 79- 2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE CITY OF SOUTH BAY PURCHASING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 39-2013, the City Commission of the City of South Bay ("City Commission") adopted a Purchasing Policy and Procedures; and

WHEREAS, the City Manager is requesting authority to amend the Purchasing Policy and Procedures as set forth in Exhibit "A" attached hereto; and

WHEREAS, the amendment specifically requires competitive pricing for regular purchases of more than \$500.00 and capital purchases of more than \$1,000.00; and

WHEREAS, the City Commission desires to accept such amendments and finds that approval of the attached amendments would be in the best interests of the residents 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.** The City Commission of the City of South Bay hereby authorizes the City Manager to incorporate amendments attached hereto as Exhibit "A" into the City of South Bay's Purchasing Policy and Procedures and further authorizes the City Manager 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 2nd day of May 2017.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

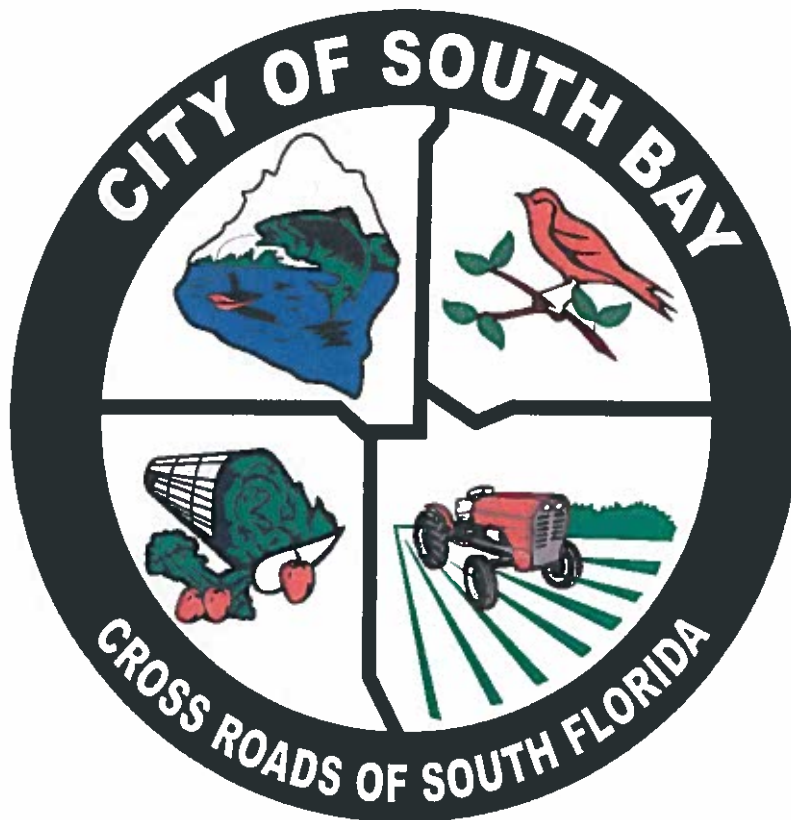
By: _____
Jessica Figueroa, City Clerk

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)



City of South Bay

Purchasing

Policy and Procedures

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Purchasing Policies

It is the policy of the City of South Bay "the City" to approve authorized purchases in the most expedient manner consistent with both operational requirements and internal controls.

The Finance Department is responsible for the sound fiscal management and provides support to all the City's departments. It is the policy of the Finance Department to approve the request for purchase within twenty-four (24) hours from the time requested. This approval is conditioned upon the requesting department supplying with the required information.

It is the responsibility of the Finance Director, who is appointed by the City Manager, to approve all purchases of goods and/or services in accordance with the policies, and in a manner and method which provides for the most proficient and effective expenditure of City funds. The Finance Director, or designee, is responsible for the direction of the City's procurement process and operations as directed by Chapter 2 Article VI of the City of South Bay Code of Ordinances, Chapter 287 of the Florida Statutes, and other Federal, State and Local laws, statutes, ordinances, directives and policies as they apply to local government purchasing.

The Finance Director, or designee, recommends rules and procedures relative to the purchasing process, provides assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures.

The current primary method of purchasing a product or services for the City is through a purchase order. A purchase order is intended to provide some assurance proper procedures and approvals have been obtained prior to placing the order for the product or service. In general, purchases are made through a purchase requisition, which is then processed into a purchase order. Certain items do not require a purchase order and are listed under the section "Exceptions to the use of Purchase Orders".

The City has adopted a procedure to simplify the purchasing process for obtaining supplies, materials, services, travel, and equipment by making available to certain employees the authority to make purchases directly through a purchasing card program. The purchasing card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the credit or store card.

City employees making unauthorized purchases or participating in other violations of this policy may subject to disciplinary action, up to and including termination.

Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

A. ADDENDUM means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.

B. AMENDMENT means an agreed upon addition to, deletion from, correction or modification

of a Contract.

C. ANNUAL CONTRACT means an agreement or Contract, typically for a specified duration, between a supplier and the City, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract. Also known as a term contract, annual agreement or requirements contract.

D. AGENT means an Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the City of South Bay and represent their interests.

E. APPEAL means a specific written objection by an interested Person to a Request for Qualifications, a Request for Quotations, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.

F. AVAILABLE LOCALLY means that one or more Persons within the City or immediate surrounding areas are able to provide Goods and Services in a timely manner, and in sufficient quantity and quality to meet a specific need.

G. BID / PROPOSAL BOND means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.

H. BIDDER means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.

I. BUYING COOPERATIVE OR ALLIANCE means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

J. CAPITAL EXPENDITURE ITEM generally have a normal life expectancy of one year or more, are a complete entity within themselves, are distinguished from components, and have a minimum cost of \$1,000

K. CHANGE ORDER is a written modification to a contract or purchase order, which amends one or more of the following: the scope of services, contract cost, contract time or the contract quantity(ies).

L. CCNA is the Consultants Competitive Negotiation Act which provides regulations on the acquisition of professional services pursuant to Florida Statutes 287.055.

M. CITY means the City of South Bay and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Commission, Committees, and staff.

N. COMPETITIVE AWARD means a procurement based upon the outcome of one of the

competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

O. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.

P. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Services, or Professional Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

Q. CONTINUING PURCHASE CONTRACT means a Contract procured under this policy with one or more Vendors based on general specifications and/or scope of work, for which award of specific scopes of work is intended periodically during the Contract term as the need arises. Pricing and/or rates may be defined in the original Contract or by Amendment at the time that specific scopes of work are awarded.

R. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

S. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

T. EMPLOYEE means an individual drawing a salary or wage from the City whether on a fulltime or part-time basis. The term shall encompass all members of the Commission without regard to whether or not such individuals are compensated. A contracted third party shall be considered as an "employee" for the purposes of this Policy only.

U. EMERGENCY PROCUREMENT means any procurement of Goods or Services in the context of an Emergency.

V. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

W. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when

compared with competitive Goods and Services that serve the same purpose.

X. FISCAL YEAR is the period of time beginning on October 1 of any year and ending September 30 of the following year.

Y. GIFTS shall be as set forth in Section 2-444 of the Palm Beach County Code of Ethics

Z. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities.

AA. GOVERNING AUTHORITY means the City entity responsible for the Contract.

BB. INVITATION TO NEGOTIATE (ITN) means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the City's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the City's needs, price and other factors being considered.

CC. LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

DD. LIFE CYCLE COST ASSESSMENT means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.

EE. MULTIPLE AWARD SCHEDULE CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.

FF. NEGOTIATED AWARD means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

GG. OFFICIAL means any elected or appointed person who holds office or serves in a position of public capacity.

HH. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.

II. PERFORMANCE/PUBLIC CONSTRUCTION BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods are delivered or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the discretion of the City, be substituted for the performance bond.

JJ. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

KK. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

LL. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

MM. PRODUCT EVALUATION means the evaluation of a product to help determine its usefulness in meeting the City requirement or specification.

NN. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

OO. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Services, or Professional Services.

PP. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Commodities and Services.

QQ. PURCHASING is the process of securing materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.

RR. REQUEST FOR BIDS (RFB) means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

SS. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

TT. REQUEST FOR QUALIFICATIONS (RQ) means all documents utilized for soliciting qualifications for Goods, Services, or Professional Services.

UU. REQUEST FOR QUOTATIONS (RFQ) means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid or proposal process.

VV. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Services, or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

WW. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

XX. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

YY. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or services classified as construction. Services include, but are not limited to, janitorial, landscaping, and street striping.

ZZ. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.

AAA. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.

BBB. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services, when that source is the only one available that can fulfill a given Purchasing need of the City.

CCC. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, or Professional Services.

DDD. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

EEE. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the

business of supplying Goods, Services, or Professional Services.

FFF. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Florida.

GGG. THE USING DEPARTMENT (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for preparing solicitation documents, purchase requisitions, purchase orders, and gathering the requisite information (quotations) given the pricing thresholds outlined in this policy. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

General Procurement & Purchasing Procedures:

The following procedures are approved:

1. For purchases of up to ~~three-five~~ hundred (~~\$300500~~), competitive pricing is not required; however, obtaining quotations is always recommended when practical. Please note that the amount above refers to the total purchase price, including any shipping or other costs incidental to the purchase.
2. For purchases of ~~three-five~~ hundred and one (~~\$301501~~) dollars to one thousand (\$1,000) a competitive pricing is required from at least three sources. The quotation may obtain by phone, however for the purchases of (\$1,001) to ten thousand (\$10,000) a written competitive pricing is ~~required-desired~~ from at least three sources, and kept on file in the requesting department. All quotations must be entered in the requisition.

The Requisition's Description section should be used to note special conditions related to the purchase order such as single or sole source justifications, "piggyback" contract & contact information, and any other key information that is essential to the approval of the request for purchase such as the Bid number, project number, and date approved by the Designee and/or City Commission (if these are applicable). The documentation requirements for each type of purchase are discussed in detail in the appropriate section.

3. For all purchases in the amount of ten thousand and one (\$10,001) dollars or more, sealed bids are required and the Request for Proposal (RFP) or Invitation for Bid (IFB) process must be followed.
4. An agenda item on contracts or purchases in the amount of three thousand (\$3,001) dollars or more is required for approval by the City Commission. This applies to both budgeted & unbudgeted items.
5. Public improvement projects requiring "sealed" drawings and are expected to have a completed cost in excess of ten thousand and one (\$10,001) dollars must also be reviewed by the City Manager prior to proceeding with final design. Note that repairs of existing facilities are

excluded from this requirement.

6. Bids shall be awarded to the local vendor when the amount of difference in the bids from acceptable vendors is equal or less than five (5%) percent of the local vendor's bid. Local vendor preference shall apply only when the vendor is located within the Glades' Area limits and is duly licensed and authorized to engage in the business for which the bid is submitted. Local vendor preference shall not apply to purchases exempt from competitive bidding, goods or services not meeting specifications, vendors with past performance and delivery problems, and or when the City Manager otherwise determines that it is not in the City's best interest. Departments must indicate in the comments section of the requisition that a local vendor preference has been applied.

7. The City may piggyback on the contracts of other governmental agencies when competitive bid procedures, have been followed by that entity. If a State, county or other agency contract used in lieu of bid procedures, include the appropriate information in the requisition comments section. The minimum requirement is to include the agency, the contract number, expiration date of the contract, and the name and phone number of that contract's administrator.

8. All annual contracts shall be entered in one Request for Purchase for the total amount of the contract, and only one Purchase Order number will be assigned. The total amount of the contract shall be entered. Payments shall be withdrawn from that Purchase Order and the amount to be paid will be the amount receipted on the invoice.

9. ~~The City Manager and Finance Director shall approve Capital Expenditure Items that generally have a normal life expectancy of one year or more, are a complete entity within themselves, are distinguished from components, and have a minimum cost of \$1,000. The City Manager and Finance Director approve all Capital purchases. Capital purchases are equipment units or items of a non-consumable nature with a value of \$750 dollars or more and an expected service life of one (1) year or more. Equipment or services with a value of less than \$750 dollars that are part of a larger capital project must be charged to the appropriate capital account but do not require the individual approval(s) above. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.~~

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10. The purchase of all computer equipment/software and related supplies and services shall have the approval of IT before a purchase order/contract is issued, including expenditures for telephone service and equipment, pagers, cell phones, fax machines, copiers, printers, digital cameras, computer training courses and manuals, storage media, database products, software/hardware maintenance agreements and software support, software upgrades, internet access, electronic subscriptions and any other type of data or voice service. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

11. The purchase of all vehicles, trucks, heavy equipment, heavy transportation equipment, trailers or any motorized equipment, and lawnmowers, shall have the approval of the City Manager before a purchase order/contract is issued. This purchase is subject to

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general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

12. The use of services for temporary employees shall have the approval of the City Commission.

13. The purchase of flowers or similar items for bereavement or memorial purposes shall have the approval of the City Manager.

14. The purchase of City-stationery, business cards and envelopes shall have the approval of the City Manager before a purchase order/contract is issued. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

15. Internet purchases. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

16.

Competitive Procurements (IFB & RFP):

Invitations For Bid (IFB) are written documents issued by the Department Heads and reviewed by the Finance Director, or designee, inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ten thousand (\$10,000) dollars or more.

Request for Proposals (RFP) are written documents issued by the Department Heads and reviewed by the Finance Director, or designee, inviting potential contractors or vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described in the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ten thousand (\$10,000) dollars or more.

Competitive procurements should be advertised in a newspaper of general circulation. Standard documents for newspaper ads, IFBs and RFPs are available from the Finance Department. Note that the ads may now refer responders to the City's webpage so that vendors may download the IFB/RFP directly.

Professional services (architectural, engineering, landscape architectural, or surveying & mapping) on a project estimated to cost \$100,000 or more or a planning or study activity estimated to cost twenty-five thousand (\$25,000) dollars or more must be selected in accordance with Chapter 287.055 of the Florida Statutes.

Evaluation of all responsive proposals shall be accomplished by a selection committee including at

least one employee selected by the City manager and or Finance Director and two appointed by the relevant Department Head. Evaluation criteria shall be contained in the Request for Proposal.

Procurements at Auction:

Upon prior written authorization from the City Manager, the City may bid at auction sales conducted by federal, state, local governments and private firms for materials, supplies, goods in excess of four thousand (\$4,000) dollars, not to exceed five thousand (\$5,000) dollars, and equipment not to exceed ten thousand (\$10,000) dollars, without the necessity of the bid procedures set forth above.

Blanket Purchase Orders:

Blanket purchase orders may be used for small, repetitive specified goods or services from the same vendor that requires numerous orders/shipments over specified periods of time. Blanket purchase orders may also be used for budgeted items not subject to competitive pricing (e.g. electric utility bills).

The following guidelines apply for blanket purchase orders:

- a. Draws against the blanket must not exceed, nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) a month unless competitive pricing has been obtained or competitive pricing is not required.
- b. Operating expenditures and capital expenditures must not be mixed on the same blanket.

The requisition's description section of the blanket must address the following specific items:

1. Indicate the source of the purchase order amount (e.g. \$999.99 a month last year's budget amount/this year's budget amount) as appropriate.
2. If blanket is expense or capital (see above) in those cases requiring two blankets to the same vendor.
3. Last time quotes were obtained or reason why quotes not needed.

The use of blankets purchase order to by-pass the competitive pricing or bid procedures is not allowed.

Procurements not Requiring Competition:

In general there are five (5) procurement categories not requiring competition:

1. Certain reoccurring or one-time obligations documented and approved in accordance with the appropriate sections of these procedures.
2. Single Source procurements documented and approved in accordance with the appropriate sections of these procedures.
3. Sole source procurements documented and approved in accordance with the appropriate sections of these procedures.

4. Contingency Fee Audits/Auction Services/Collection Services.
5. An emergency procurement documented and approved in accordance with the Emergency Purchases section of these procedures.

Certain Reoccurring or one-time obligations:

Some recurring and/or one-time obligations are exempt from the competitive bidding process because of unique circumstances.

These obligations include:

- Utility (e.g. electric, natural gas etc.) services for City owned or operated facilities.
- Fees charged by other governments, either on a one-time basis or inter-local agreements
- Seminars, registrations, professional membership dues and fees associated with such activities.
- Insurance Premiums
 - Debt Service Costs and Agent Fees
 - Emergency drug screens and physicals (other than the City's health care provider)
 - Payroll generated payments (child support etc.)
- Certain refunds and reimbursements (e.g. utility deposit refunds)
- Repairs or service on proprietary equipment or warranty services on such equipment.
- Other payments as approved by the Finance Director.

These obligations may be paid with blanket.

Approvals and payment for these items will be processed using the Accounts Payable. These items require the approval of the Finance Director, or designee, and that funds are budgeted and available before the expenditure can be made. If funds are not available, a request for a budget transfer should be submitted to the City Commissioners **before** the transaction is sent to the Finance department for payment processing.

Single Source Procurements:

Single source procurement is an award of contract or purchase order for required goods or services to a contractor without competitive bidding, even if this contractor or vendor is not the only producer of the product or service. Some of the factors considered to qualify as a single source are:

1. Operational necessity or requirements outweigh pricing factors. Risk of service disruption or additional workload is not worth perceived price benefits.
2. Vendor or contractor supplied original equipment or made original installation. Familiarity with our specific operations of facilities is critical to continuing operations and outweighs pricing considerations.
3. Pricing factors not material (e.g., continuation of an existing contract with any increase in price tied to a nationally published index), minimizing or negating the advantages of competition or incremental dollar amount itself may be small.

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4. The level of effort required by staff to follow competitive bid process is not cost effective when compared to perceived price benefits of competitive bidding.
5. Exposure is low. Contracts are lump sum or unit rate contracts.

Single source items must be justified in the description section of the requisition and the narrative discussion should contain an indication of which specific factors above qualify the goods or services as a single source procurement item.

"Piggybacking" is single source procurement. Single source contracts require the approval of the City Manager for amounts under \$3,000. Commission approval is required for contracts above this amount.

Sole Source Procurements:

Sole source is an award of contract to the only known source for the required goods or services, occasioned by the unique nature of the requirement, the vendor, and the impracticality of obtaining competition or market conditions. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist. Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. The merchandise to be purchased is for resale.

Sole source items must be justified in the comments section of the requisition and should contain the following information:

1. How the determination was made that the goods or services being purchased were available only from one source.
2. What contacts (if any) were made in an attempt to identify alternate sources.
3. Specific reason(s) that other or similar goods or services from other sources are not acceptable.

Contingency Fee Audits/Auction Services/Collection Services:

Providers of services including, but not limited to, contingency fee audits, auction services, debt acquisition, management & collection and similar services receive their fees from revenues,

generated by their efforts. Fees are a percentage of the revenue actually collected by the City. These services are typically unique and variable dependent on the nature of the audit, condition and type of material being sold or the degree of difficulty and/or the level of effort required in collecting the charges or providing the service. These factors make it desirable to have sufficient flexibility in the contract negotiations to structure the arrangement to be mutually beneficial. Therefore, such contracts and agreements are exempt from the competitive bid requirement and may be directly negotiated by the Finance Director with the concurrence of the City Manager.

Awards:

Suppliers shall be selected based on total cost, which considers delivery, freight cost, prices, quality, life cycle costs, warranty, services, terms and conditions. Awards to other than the low bidder shall be documented to show the rationale for selection (e.g. critical delivery date) and/or rejection (e.g. does not meet specifications, delivery and past performance problems) of the low bidder. Finance Departments are responsible for the retention of all documentations regarding the selection process.

Change Orders or Amendments:

Change order means changes, due to unanticipated conditions or developments, made to a contract which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

The City Manager is hereby authorized to initiate and approve work on the following types of change orders determined in his/her judgment to be in the best interest of the public and such change orders do not materially alter the scope of the work contemplated by the initial contract:

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to the City. This specifically includes reductions in prices due to instituting a sales tax exemption program.
2. Change orders increasing the initial contract cost by ten percent (10%) but not more than \$3,000, provided sufficient documentation is provided and budgeted funds are available or can be transferred from the relevant Department's accounts.
3. Change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

All other change order must be formally approved by the City Commission.

Emergency Purchases:

An emergency situation is defined as a circumstance in which the City Manager determines one or more of the following criteria apply:

1. Critical City operations may be severely affected in an adverse manner.
2. Creates a threat to public health, welfare or safety.
3. A delay in the procurement of goods or services is against the public interest.

In such cases the City Manager, or designee, may waive normal purchasing procedures to facilitate the immediate purchase of supplies or contractual services up to \$10,000 for emergency protective measures or emergency repairs to equipment or facilities damages during the incident.

An executive order issued by the Governor of the state of Florida for an incident is considered by definition to meet the criteria for emergency purchases.

The FEMA declared incident period of a named tropical storm or hurricane is considered by definition to meet the criteria for emergency purchase.

Receiving:

1. It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the contract.
2. If goods or services are not acceptable, the department shall contact the vendor to resolve the problem.
3. If goods or services are acceptable a receiving report shall be accomplished immediately.

Services performed on City property:

Vendors performing work on City property are required to:

1. Be properly licensed under existing Federal, State and City laws.
2. Certificate of Insurance shall be provided by the successful bidder to assure the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. It includes the following specifics:

The contractor agrees to hold harmless and indemnify the City for any claims which may arise as a result of the contractor's actions.

The certificate shall evidence no less than a thirty (30) day cancellation clause and a requirement that the City be notified of cancellation.

The inclusion of the City, its officers, commissions, agents and employees as additional insures.

The amounts and types of insurance required will be detailed in the bidding or purchase document.

3. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized. Limits of coverage will vary based on the scope of work and statutory requirements.
4. Professional services and environmental contractors shall provide evidence of professional liability, commercial general liability, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized.
5. Obtain all permits required for the nature of the work.

Bid & Performance Bonds:

The use of bonds is determined by the type & amount of the service being sought. There are two major types of bonds used by the City in the competitive procurement process.

1. Bid bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City. Bid bonds are Generally written in an amount equal to five (5%) percent of the total amount bid.
2. Performance bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the term of the agreement. Performance bonds are generally written in an amount equal to one hundred (100%) percent of the contract award amount.

The costs of the bonds are ultimately borne by the City since the contractor must recover his cost. Therefore, bonds may or may not be required. This decision will be made on a case-by-case basis by the City Manager, based upon the type of contract, the perceived risk being taken and Chapter 255.05 of the Florida Statutes.

Projects

The use of project number is helpful when tracking the total cost of a particular activity, including payroll and purchases by several departments. Project numbers can be used to track long-term capital projects, grants, in-house projects, special projects, ongoing maintenance projects and any other activities that require the capture of total cost. The assignment and use of project codes in GL and annual budget is to be coordinate with the Finance Department.

In general a defined project will be a designated project manager. This person will usually be the designated contract administrator for those procurement requiring contracts. The contract

administrator is responsible for the following:

- Providing properly signed contracts to the City Clerk
- Ensuring the contractors have obtained required insurance coverage and providing copies to the City Clerk.
- Administration of the contract including supervision of the work id appropriate.
- Ensuring that requirements for payment have been met before authorized such payment.

Ethical Standards:

No officer or employee of the City shall have any financial interest in the profits of any contract, service, or other work performed by the City; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between the City or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the City Commission. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from the City, if the officer or employee has reason to believe such free or preferred service is given to influence the employee or officer in recommending or approving a City contract with said person or company.

No "presumption of guilt/is created by the mere existence of a relationship with an outside firm. However, if you have any influence on transactions involving purchases contracts or leases, it is imperative that you disclose this relationship to your supervisors and the Personnel Director as soon as possible.

Unacceptable Practices:

The following practices are unacceptable:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a sole or single source purchase when other sources, products or services are available for the purpose of avoiding the need to obtain quotations, or following formal bid procedures.
4. Use of the account payable payment method when a purchase order is required.
5. Miscoding purchases to accounts in order to avoid processing a budget transfer.
6. Payment of sales taxes for the purpose of avoiding the paperwork required to establish the City's exemption.
7. Failure to take discounts for the purpose of avoiding paperwork or avoiding expedited paperwork required to claim a discount.
8. Use of a computer user id and/or password other than one's own is strictly prohibited.

City employees engaging in the above unacceptable practices may be subject to disciplinary action, up to and including termination.

Purchase Order Approval Sequence:

It is important to note that orders for goods or services cannot be placed until the Finance Director, or designee has approved a purchase order. The purchase order approval sequence outlines the steps in the process and the internal controls of segregation of duties, which requires that no one individual has approval authority over all the activities of ordering, receiving, storing, issuing materials, approve invoices and payments. Separate positions should be designated at the department level to control these activities.

1. The department identifies the need and obtains quotations, if required.
2. The department enters the request for purchase. All the information required as per these procedures must be entered in the requisition. Incomplete request for purchase will be returned to the departments, with an explanation in the Comments section as to why it was returned.
3. The Department Head, or designee (an employee in a supervisory capacity), will approve the requisition. Under no circumstances shall the originator of the purchase requisition second level approve the requisition. Should the Department Head or designee not be available, contact the Finance Director's office.
4. The Finance Director, or designee, reviews and approves the request for purchase. Before approval, the requisition must be in conformity with the procedures above and include, as appropriate, the following:
 - a. proper account number(s), project number, commodity and sub-commodity codes, delivery date, vendor, quotes, comments, item description, quantity and unit cost.
 - b. Funds must be available in the account before approval.
 - c. If the request for purchase is a capital purchase, and one thousand (\$1,000) dollars or more, a printed copy must be sent to the Finance Director and City Manager for their approvals.
5. After Finance approval, the department processes the requisition through purchase order module, assigns a Purchase Order number and prints it.
6. The department can now place the order.
7. Paper copies of the purchase order will only be printed upon request by the vendor.

Invoice Attest:

The primary responsibility for the validity of an invoice rests with the department. Specific responsibility should be assigned for the verification and accuracy of invoices. For contract invoices, employees assigned this responsibility should have copies of the payment terms as contained in the contract and copies of relevant contract amendments and change orders. For routine orders of consumable supplies, utility bills etc. attest should be made by an employee with personal knowledge or with documents confirming receipt of the goods.

The department's signature of approval on an invoice signifies that:

1. The goods or services covered by the invoices were delivered in proper condition or services were satisfactorily performed and in conformity with the terms and conditions of the contract between the parties. Questionable charges must be resolved before invoices are forwarded to Finance for payments.
2. Confirming copies of documents (e.g., receiving reports, waybills) were reviewed promptly upon receipt for validity of transactions.
3. The quantities, prices and payment terms are correct as stated in the invoice and the proper accounts charged.
4. In the case of certain capital & expense purchases, the property tags have been attached to the purchased item if required.
5. The invoice is coded to the proper project identifier.
6. The payment being processed has not already been made.
7. Payments should be made only against original invoices, and any alterations thereto should be questioned and, if acceptable, initialed.
8. Invoices must be properly stamped & signed. This is the proof that invoice has been properly attested.
9. Supporting documents should be retained by the department in sufficient detail to verify work scopes, competitive quotes etc.
10. Record retention shall include current and previous fiscal year files.
11. Final payment or retention release should not be approved until the department is satisfied that all the contractor's obligations have all been met.

Invoice Approval:

The Finance Director or the City Manager is responsible for the approval of the invoice after it process by AP and proper supporting documentation

Credit Memos:

A credit memo should be coded to the same account number and project code as the original charge.

Signatures on Contract:

Contracts for on-going and/or routine purchases of goods or services may be signed and executed by the relevant Department Head and City Manager. All other contracts must be signed and executed by the Mayor.

Credit Card Policy:

POLICY: The purpose of the credit card is principally to facilitate the acquisition of goods and services for the City where the vendor requires such use. Credit card purchases are intended to be small in scope and of a "non-capital" nature. All purchasing of budgeted capital items must have the proper approval of the appropriate Department Director or City Manager.

Additionally; The City of South Bay recognizes that the Mayor, Commissioners, appointed officials, and certain department heads are required to make expenditures of funds in the course of performing their functions in the municipal government. It provides detailed purchase histories and other important record-keeping and time-saving information.

The usage of this card is for **TAX EXEMPT PURCHASES ONLY**. The cards may only be used to charge **ALLOWABLE** purchases that otherwise would be reimbursed had the user charged the purchase on their own credit card or paid cash for the item(s).

I. Cardholder Limits

A. City employees and officials may be Cardholders in accordance with this policy.

B. A maximum dollar amount for each single purchase and a total for all purchases made with the credit card within a given monthly billing cycle has been provided to each Cardholder. The City's standard limits are as follows:

1. Single Purchase Limit – As per purchasing policy

2. Billing Cycle Limit - Not to exceed your assigned card limit

C. If the situation arises that purchases are regularly required over the Cardholder's established limit, a "Credit Card Maintenance" form must be completed and signed by the appropriate Department Director requesting the change and forwarded to the Finance Director or City Manager. At the Finance Director, with concurrence from the City Manager, approval may be granted or denied. If approved, the limitation change will be a temporary onetime approval.

II. Use of Credit Card

A. The credit card is to be used for City purchases only.

B. No person other than the Cardholder is authorized to use the card unless prior written authorization is obtained from the Cardholder.

C. Questions regarding credit card accounts and procedures should be directed to the Finance Director.

D. The credit card may be used at any business establishment, which accepts credit cards for payment.

E. Cardholder should exhaust all other methods of procurement before using the credit card (ie, purchase orders or invoicing).

F. The Cardholder must be able to justify that the use of the credit card was necessary and official city business purpose.

G. Cardholder shall take all necessary precautions to keep the card and card number in secure location.

H. Cardholder's department is responsible for all charges incurred on the credit card including any annual service fees and finance charges.

I. The card should be used with the tax-exempt form so that sales tax is not charged for City-related purchases. *Any* sales tax charged on the credit card will be charged back to the employee.

J. Personal use of the credit card is strictly prohibited, pursuant to policy and State sales tax law.

All personnel will read and be familiar with all aspects of this policy and will confirm, in writing, an acknowledgment of such information. The acknowledgment will provide for financial responsibility for any proven misuse of the credit card.

III. Telephone and Facsimile Orders

- A. When placing a telephone/facsimile order, confirm that the vendor agrees to charge the card when shipment is made and not sooner. The receipt charge date should coincide with the shipping date.
- B. All telephone/facsimile orders must be recorded on the "Record of Credit Card Use" form when the transaction occurs.
- C. Request that the vendor send, via facsimile or e-mail, a copy of the invoice marked "Paid by credit card". The original invoice is still necessary by the Finance Department for reconciliation purposes.
- D. If no receipt is available for the telephone/facsimile order, complete the "Telephone/Facsimile Order" forms in full. This form will be used as the documentation when reconciling the Monthly Statement of Account.
- E. NO backorders are allowed.

IV. Documentation

- A. Documentation must be retained as a proof of purchase any time a purchase is made using the card. These documents are to be used to verify the purchases on the Monthly Statement of Account.
- B. All purchases are to be recorded on "Record of Credit Card Use" form. This form must be maintained as charges occur.
- C. If, for any reason, the Cardholder does not have documentation for a transaction, the Cardholder must attach a "Statement of Missing Documentation" form, which provides a description of the item, vendor's name, reason for missing documentation, and the action that will be taken to insure proper documentation in the future. In addition, the Cardholder and the City Manager's signature are required on the form.
- D. If receipts are related to travel, it is the Cardholder's responsibility to photocopy the receipts to attach to their "Travel Requisition" form. The original must be forwarded to the Finance Department for reconciliation with Monthly Statement of Account.
- E. Copies of all necessary forms are enclosed within this section of the Financial Operations Guide Travel and Training Policy
- F. The card should be used with the tax-exempt form so that sales tax is not charged for City-related purchases. Any sales tax charged on the credit card will be charged back to the employee.
- G. Personal use of the credit card is strictly prohibited, pursuant to policy and State sales tax law. All personnel will read and be familiar with all aspects of this policy and will confirm, in writing, an acknowledgment of such information. The acknowledgment will provide for financial responsibility for any proven misuse of the credit card.

V. Card Restrictions

- A. The following uses of a Credit Card are prohibited:
 - 1. Cash advances.
 - 2. Personal purchases. A Cardholder may not charge any personal items on the City credit card.
 - 3. Gasoline purchases or vehicle repairs unless outside the City Limits or service area and/or in an emergency. Documentation will be required.

4. Alcoholic beverage purchases.

B. Per Diem. Per Diem requests shall be processed through Accounts Payable prior to travel. Refer to City of South Bay - Financial Operations Guide Travel and Training Policy.

C. Cardholders shall also comply with any applicable departmental restrictions on usage.

D. A Cardholder may not violate any established procurement requirements, where it pertains to obtaining quotes, when using the City credit card.

VI. Reconciliation and Payment

A. At the close of each billing cycle, the Finance Department will request a copy of your "Record of Credit Card Use" form and provide a due date for its submission.

B. Attach any additional documentation necessary, complete all forms fully and assure that all necessary signatures have been obtained.

C. This form will be reconciled with both the receipts and the "Monthly Statement of Account" by the Finance Department.

D. If unable to submit the required documentation by the due date, please contact the Finance Department as soon as possible.

E. Payment will be made promptly and before the due date to avoid any service or finance charges following approval of the City Commission.

F. Any employee not responding promptly to the request for information from the Finance Department or in any way delaying the timely monthly payment of the credit card account understands and agrees that a violation of this request stated herein shall subject employees to immediate discipline up to, and including, immediate termination or suspension..

VII. Disputes

A disputed item could result from numerous circumstances including defective purchases and unauthorized use. The proceeding steps should be taken when an item is being disputed:

A. Whenever possible, return item(s) to vendor for replacement or credit.

B. If vendor refuses to replace the item(s) or credit the account, the "Statement of Disputed Item" form will need to be completed.

C. If unauthorized charges occur, complete the "Statement of Disputed Items" form.

D. Fax completed "Statement of Disputed Items" form to the Card Issuer

E. Forward a copy of the "Statement of Disputed Items" form to the Finance Department.

F. If, after notifying the Card Issuer, the Cardholder is not satisfied with the outcome; the Cardholder may contact the Finance Director for assistance. At this time the Cardholder will need to inform the Finance Director of any prior action taken to resolve this dispute.

VIII. Lost or Stolen Cards

Should any Cardholder lose, suspect of having lost, or have their credit card stolen, it is their responsibility to immediately notify the Card Issuer and the Finance Department of the loss. The following steps must be taken to report the loss:

A. Report the loss immediately to the Credit Card Issuer at 1-800-673-1044. They can be reached 24 hours a day, seven day a week.

B. Notify the Finance Department immediately upon discovering that the card is missing.

IX. Termination / Resigning Employees

A. All efforts will be made by the Finance Department to obtain the credit card, any receipts, "Record of Credit Card Use" forms and other related forms when a

Cardholder employee is terminated or resigns, or when a Cardholder official leaves office.

B. If the credit card cannot be collected, a "Credit Card Maintenance" form shall be completed by the Department Director or City Manager, as may be appropriate, and to insure the card is canceled.

X. Policy Violations

Failure to follow this policy may result in loss of Cardholder privileges and, for employees, may result in disciplinary action, including termination of employment.

XI. Retail Credit Cards

In some instances, an employee who would not otherwise have a credit card may need a card which is limited to the purchase of items from a specific retail establishment. The Finance Director is authorized to allow retail credit cards to be obtained and used as necessary. Retail credit cards are to be treated in all respects as other credit cards for the purposes of accounting and reconciliation.

City of South Bay
Credit Card User Agreement

1. I understand that I am making a financial commitment on behalf of the City of South Bay and will strive to obtain the best value for the City.
2. I understand that under NO circumstance will I use the credit card to make personal purchases, either for others or myself.
3. I will follow the established Credit Card policy. I understand that failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.
4. I agree that should I willfully violate the term of this Agreement, I will reimburse the City of South Bay for all incurred charges and any fees related to the collection of those charges.
5. All receipts received when making a credit card purchase will promptly be forwarded to the Finance Department for monthly reconciliation and payment.
6. I understand that I am restricted to specific limits when using the credit card for purchases.
7. I agree that should I leave City of South Bay employment, I will return my credit card and all appropriate documentation to the Finance Division.
8. I will use the City of South Bay credit cards with the highest degree of personal and professional integrity and ethics, recognizing my responsibility to the public and the City organizations.
9. I agree to promptly contact Bank of America at 1-800-673-1044 if I lose, misplace, or have my credit card stolen.

I have received, read, understand, and agree to comply with the City of South Bay Credit Card User Policy.

Employee Name (Print)

Employee Signature

Date

**City of South Bay
Statement of Missing Documentation
For Credit Card**

Complete this form if there is no documentation to support a charge on your credit card. One form must be completed in full for each instance of missing documentation. Original form must be promptly forwarded to the Finance Department for processing. Delays in forwarding this document may result in finance fees being charged to your account.

Vendor Name: _____
Date of Transaction: _____ Amount Charged \$ _____

Description of item(s) Purchased:

Explain why the documentation is missing:

What future action will be taken to ensure receipts are available:

Cardholder Signature

Date

City Manager Signature

Date

**CITY OF SOUTH BAY
AUTHORIZED USER CREDIT CARD AGREEMENT**

This agreement is entered into on this ____ day of _____, by and between The City of South Bay (hereinafter "the City"), a Florida Municipal Corporation having its principal place of business at 335 SW 2nd Ave., South Bay, Florida 33493 and _____ (hereinafter "Authorized User") of _____.

WITNESSETH:

WHEREAS, the City of South Bay has found it advantageous to issue City Credit Cards to certain authorized users as identified by resolution;

WHEREAS, the City of South Bay has further found that the issuance of City Credit Cards serves a valid and public purpose; and

WHEREAS, _____, has been named as an authorized user by resolution.

NOW THEREFORE, the parties intending to be legally bound, that for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the City and Authorized User agree as follows:

- I. Authorized User desires to obtain a City credit card.
- II. The City and Authorized User agree that the City credit card shall be used for official city business only and not for any non-city, personal purchases or expenditures, even if the Authorized User offers to reimburse the City for that non-city, personal purchase or expenditure.
- III. The City and Authorized User agree that all purchases made with the City credit card shall be in accordance with the City's Purchasing Code including, but not limited to, the Purchasing Code provision with the prior approval of the City Manager/Public Works Director, is authorized to make purchases for any one (1) order at any one (1) time up to but not to exceed seven hundred and fifty dollars (\$750.00).
- IV. The City and Authorized User agree that unauthorized purchases shall include, but not be limited to, cash advances, payment of invoices or statements, purchases not authorized by an authorized user, personal purchases of any kind, and purchases in violation of the City's Purchasing Code.
- V. Authorized User agrees that he or she shall submit itemized receipts to the Finance Department along with the signed credit card receipt in a time frame to be determined by the Director of Finance in order to properly and timely process payments for the City. Authorized User agrees that failure to timely submit said receipts shall result in immediate revocation of the City Credit Card.
- VI. Authorized User agrees that he or she shall immediately notify the City Manager, the Finance Director, and the credit card company if the City credit card is lost or stolen. Authorized User agrees that he or she shall be responsible for any and all expenses incurred on the lost or stolen credit card.

VII. Authorized User agrees to immediately return his or her City credit card upon request by the City Manager, upon revocation of the card, upon separation from employment, or upon leaving office.

VIII. Authorized User agrees that the City Manager shall revoke the City credit card upon learning of any unauthorized use or failure to comply with the guidelines for such use.

IX. Authorized Users who are also employees of the City agree that unauthorized use or failure to comply with the guidelines for such use shall result in disciplinary action up to, and including, immediate termination.

X. Authorized Users who are also employees of the City agrees that he or she shall be responsible for all unauthorized charges and further specifically agrees that a payroll deduction may be made in compliance with Federal and State law for repayment of the unauthorized amount. Authorized User agrees that the maximum amount permissible by law will be deducted until the amount of the unauthorized purchase has been recovered. Authorized User agrees that other lawful means of recovery may be used by the City.

XI. Authorized Users who are also employees of the City hereby give the City an express lien on all salaries, wages and other sums payable to Authorized User by the City for the purpose of securing the City for the payment of any amount which may become due from employee under Section X. Authorized User authorizes the City to deduct said amount from any sums payable to Employee for salaries, wages, expense reimbursement or otherwise.

XII. Authorized Users who are not City employees but who are elected officials shall repay to the City the amount of any unauthorized charges or purchases within three (3) business days of the charge or purchase taking place.

XIII. In the event that any action, suit or other proceedings brought to interpret, enforce or obtain relief for a breach of this Agreement, the prevailing party shall be entitled to all such party's attorneys' fees and disbursements incurred in each and every such action, suit or proceeding, including any and all appeals or petitions there from.

XIV. Authorized Users who are also employees of the City expressly acknowledge and agree that this is not an agreement by the City to employ Authorized User for any specific period, and unless otherwise expressly agreed to in writing between the City and Authorized User, Authorized User's employment may be terminated at any time with or without cause by the City in accordance with any applicable rules or policies. All terms of this Agreement shall survive any termination of Authorized User's employment with the City.

XV. Rules of Construction.

A. *Entire Agreement.* This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior representations, agreements and understandings between the parties with respect to such subject matter.

B. *Amendments.* No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and

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signed by all parties to this Agreement.

C. *Governing Law.* This Agreement shall be exclusively governed and construed in accordance with the statutory and decisional law of the State of Florida.

D. *Severability.* If any provision of this Agreement, or the application of such provision, is held invalid by a court of competent jurisdiction, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected.

F. *Continuance of Agreement.* The rights, responsibilities and duties of the parties to this Agreement, and the covenants and agreements contained in this Agreement, shall continue to bind the parties, shall continue in full force and effect until each and every obligation of the parties pursuant to this Agreement (and any document or agreement incorporated hereby by reference) shall have been fully performed, and shall be binding upon the successors and assigns of the parties.

G. *Venue.* All court proceedings relating to the interpretation and the enforcement of or arising under this Agreement shall be held exclusively in the Circuit Court in and for Palm Beach County, Florida or in the U.S. District Court, Southern District of Florida, and Employee specifically consents to the jurisdiction of either of such courts and admits that venue in either of such courts is proper.

H. *Further Action.* The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to implement the purposes of this Agreement.

I. *Drafting.* This Agreement shall not be construed against the party who drafted same.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

City of South Bay a Florida Municipal Corporation

Witness:

Witness:

By: _____
Authorized User

Signature of Authorized User

RESOLUTION 80-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE RECORDING SYSTEM SUPPORT AGREEMENT FOR THE MAINTENANCE OF BIS DIGITAL SYSTEM RECORDING SYSTEM AND DCR2 SOFTWARE WITH BUSINESS INFORMATION SYSTEMS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay previously entered into an agreement with Business Information Systems, Inc. ("BIS") for a Digital Recording System and DCR2 Software for the purpose of maintaining and transcribing city minutes on October 30, 2012; and

WHEREAS, it is in the best interest of the City to provide maintenance programs for the City recording system and software by entering into Recording System Support Agreement for BIS Digital Recording System Maintenance in the amount of Seven Hundred Eighty Dollars (\$780.00) as well as the Annual DCR2 Software Assurance in the amount of Three Hundred Fifty Dollars (\$350.00), for a total of One Thousand One Hundred Thirty Dollars (\$1,130.00); and

WHEREAS, the City Manager has verified that sufficient budget authority and cash balance are available for the full service contract renewal agreement; and

WHEREAS, the Recording System Support Agreement entered into by the City with BIS will be for the term of one (1) year consistent with the attached Agreement in 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 Recording System Support Agreement between the City of South Bay and Business Information Systems, Inc. ("BIS") for period of one year upon execution, attached hereto as Exhibit "A", and further authorizes the City Manager 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 2nd day of May 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 Scott	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles		

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

Saturday, April 29, 2017

City of South Bay (FL)
335 SW 2nd Ave.
South Bay, FL 33493

Attn: Jessica Figueroa

RE: BIS Digital Support Agreement

Annual Contract Term: 05/01/2017 – 04/30/2018

Account #: SOU301

Contract #: 17-12-A-64649

Amount Due: \$1,130.00

Invoice #: 71672

Dear Jessica Figueroa:

Enclosed please find your full service agreement for the coming year.

Please sign the enclosed agreement, keeping a copy for your records, and return the original to us with your purchase order and payment. To place your contract in effect as soon as possible, you may fax your contract to us at 954-493-6541.

Our terms are payable in advance (Any equipment or options added during the contract year are prorated and added at the conclusion of warranties.)

Thank you for the opportunity to serve all of your recording and transcription needs. If you have any questions, please feel free to contact me at 800-834-7674 Ext.4523 or via email Dianne.Corzo@bisdigital.com

Best regards,

Dianne Corzo
BIS Digital, Inc.

Enclosures

Recording System Support Agreement

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

City of South Bay (FL)
335 SW 2nd Ave.
South Bay, FL 33493
Phone: (561) 996-6751
Contract #: 17-12-A-64649

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. **TERMS AND CONDITIONS**

- A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a sixty 60-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support and on-site support Mon- Fri (8am – 5pm EST) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.

2. **COVERAGES**

- A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional \$350/yr. per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. * Special Note: CPU and Motherboards on computers over 48 months old may no longer be available causing the computer to be obsolete. In this event, BIS will provide a \$300 computer replacement credit.
- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will

Initials:

BIS Digital

Customer

be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.

- D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via Manufacturer's warranties (i.e. Dell, Toshiba,) but will offer no extended warranties directly.
- E. On-Site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.

3. CUSTOMER RESPONSIBILITY

- A. A proper backup of all data on a regular interval.
- B. A USER appointed systems administrator to act as a liaison with the support department.

4. CONFIDENTIALITY

- A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. PAYMENT

- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
- B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.

6. LIABILITY

- A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
- B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
- C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Palm Beach County, Florida.

This contract covers the following equipment

Purchased on Inv# 64649/ PO#000290
Installed on 12/11/12

- * DCR2 2 Channel Digital Audio/Video Recording Software with Word Integration for Laptop w/ Software Assurance (1)
 - * USB Digital Audio Mixer {s/n: 1207C1060}
-

Initials:

BIS Digital

Customer

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Start Date: 05/01/2017
End Date: 04/30/2018
Annual Cost: \$1,130.00
Contract #: 17-12-A-64649
Invoice #: 71672

Accepted By:

BIS Digital, Inc.

City of South Bay (FL)

By Steve Coldren

By

President

Title

Title

April 29, 2017

Date

Date

Initials:



Federal Emergency Management Agency

Washington, D.C. 20472

IN REPLY REFER TO:

15P

April 5, 2017

The Honorable Joe Kyles
Mayor, City of South Bay
City Hall
335 Southwest Second Avenue
South Bay, Florida 33493

Community: City of South Bay,
Palm Beach County,
Florida
Community No.: 120226
Map Panels Affected: See FIRM Index

Dear Mayor Kyles:

This is to notify you of the final flood hazard determination (FHD) for the City of South Bay, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood elevations shall be sent to the Chief Executive Officer of the community, all individual appellants, and the state coordinating agency, and shall be published in the *Federal Register*.

On May 31, 2013, and August 18, 2014, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided you with Preliminary and Revised Preliminary copies, respectively, of the FIS and Flood Insurance Rate Map (FIRM) that identify the existing flood hazards in your community. The proposed FHDs for your community were published in the *Palm Beach Post*, the *Sun Sentinel*, the *Town Crier*, *El Latino*, and the *Palm Beach Daily News* on or about December 26, 2014, and January 2, 2015; and in the *Coastal Star* on January 3, 2015, and in the *Federal Register*, at Part 67, Volume 79, Pages 66733, on November 10, 2014.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed FHDs during that time. Accordingly, the FHDs for your community are considered final. The final notice for FHDs will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on October 5, 2017. Before the effective date, FEMA will send you final printed copies of the FIS and FIRM.

The FIRM and FIS report for your community have been prepared in our countywide format, which means that flood hazard information for all jurisdictions within Palm Beach County has been combined into one FIRM and FIS report. When the FIRM and FIS report are printed and distributed, your community will receive only those panels that present flood hazard information for your community. We will provide complete sets of the FIRM panels to county officials, where they will be available for review by your community.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed,

the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

Because the FIS report establishing flood hazard information for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in Paragraph 60.3(c) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the effective FIS report and FIRM to which the regulations apply. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(c);
2. Adopting all the standards of Paragraph 60.3(c) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(c).

Also, prior to October 5, 2017, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(c) of the NFIP regulations (44 CFR 59, etc.) by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many States and Communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 4th Edition (2014)* provides some guidance on this subject and is available at <https://www.fema.gov/media-library/assets/documents/96634>.

Please note, any enclosed correspondence from the State Floodplain Manager is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

In addition to your community using the FIRM and FIS report to manage development in the floodplain, FEMA will use the FIRM and FIS report to establish appropriate flood insurance rates. On the effective date of the FIRM, actuarial rates for flood insurance will be charged for all new structures and substantial improvements to existing structures located in the identified Special Flood Hazard Areas, the areas subject to inundation by the base flood. These rates may be higher if structures are not built in compliance with the floodplain management standards of the NFIP. The actuarial flood insurance rates increase as the lowest elevations (including basement) of new structures decrease in relation to the BFEs established for your community. This is an important consideration for new construction because building at a higher elevation can greatly reduce the cost of flood insurance. Also, on the effective date of the FIRM for your community, additional "second-layer" coverage will become available. First-layer coverage on existing structures built prior to the effective date of the FIRM will continue to be available at subsidized rates (unless substantial improvements are made); it will also be available at actuarial rates and can be purchased at whichever rate is lower.

For assistance with your floodplain management ordinance, please contact the Florida Division of Emergency Management by email at floods.ordinance@em.mvflorida.com. For general assistance with floodplain management, contact Steve Martin, NFIP State Coordinator for Florida by telephone at (850) 413-9960 or by email at steve.martin@em.mvflorida.com. If you should require any additional information, we suggest that you contact the Director, Federal Insurance and Mitigation Division of FEMA in Atlanta, Georgia, at (770) 220-5200 for assistance. If you have any questions concerning mapping issues in general, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX at the toll free number shown above.

Sincerely,



Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

Enclosure:
Adoption of NFIP-Compliant Flood Ordinances with the FBC

cc: Community Map Repository
Mr. Leondrae Camel, City Manager and Floodplain Administrator, City of South Bay



STATE OF FLORIDA


DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

URGENT ACTION MAY BE NEEDED!

TO: Florida Communities Receiving FEMA LFDs for New Maps

FROM:  Steve Martin, State NFIP Coordinator/State Floodplain Manager
Florida State Floodplain Management Office

RE: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

The Federal Emergency Management Agency (FEMA) has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

Please note that since the 2010 edition, the Florida Building Code (FBC) has included requirements for buildings and structures in flood zones that satisfy the NFIP requirements for buildings and structures. All other NFIP requirements must be included in a community ordinance written specifically to work with the FBC. The Division of Emergency Management (DEM) has developed a FBC-coordinated State Model Floodplain Management Ordinance for use by communities.

Communities that have adopted the State Model Floodplain Management Ordinance may have met this requirement if previously reviewed and approved by our office. In the next few days, the DEM State Floodplain Management Office will contact your community's designated Floodplain Administrator. There may be some action necessary even if your community already adopted the FBC-coordinated ordinance. And if your community has not yet adopted an FBC-coordinated ordinance, DEM offers free technical support to help you take this important step while meeting the schedule established by FEMA for adoption of the minimum required NFIP provisions. You may contact DEM at flood.ordinance@em.myflorida.com to obtain assistance with adopting a flood ordinance based on the State Model Floodplain Ordinance.

Frequently Asked Questions, the model ordinance, Instructions and Notes for adopting the model ordinance, instructions for certain higher standards, and excerpts of the flood provisions of the **5th Edition Florida Building Code** are online:
http://www.floridadisaster.org/Mitigation/SFMP/lobc_resources.htm.

We welcome the opportunity to work with you to ensure that your community's flood ordinance is NFIP-compliant. If you have questions and wish to speak with our staff, please contact our helpline telephone number at: (850) 815-4556.

SM/

DIVISION HEADQUARTERS Tel 850-413-9969 • Fax 850-488-1016
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100 www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5831

ORDINANCE NO. 08-2017

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, ADOPTING NEW FLOODPLAIN MANAGEMENT REGULATIONS; TO ADOPT NEW FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND FOR OTHER PURPOSES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of South Bay and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the City of South Bay was accepted for participation in the National Flood Insurance Program on August 26, 1977 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the City Commission is adopting a requirement to increase the minimum elevation requirement for buildings and structures in flood hazard areas and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Chapter 34 entitled "Floodplain Management" is hereby adopted as follows:

Floodplain Management

Article I. Administration

Section 34-1. General

34-19 (a) Title. These regulations shall be known as the *Floodplain Management Ordinance*

of the City of South Bay, hereinafter referred to as "this ordinance."

34-19 (b) Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

34-19 (c) Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

34-19 (d) Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

34-19 (e) Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

(f) Disclaimer of Liability. This ordinance shall not create liability on the part of the City Commission of the City of South Bay or any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 34-20. Applicability

(a) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the City of South Bay, as established in Section 34-20(c) of this ordinance.

(c) Basis for establishing flood hazard areas. The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated August 2, 1978, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at City Hall, 335 SW 2nd Ave, South Bay, FL 33493.

(d) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 34-23 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered

as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.

- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

(f) Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, storm water management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

(g) Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Section 34-21. Duties and Powers of the Floodplain Administrator

(a) Designation. The City Manager is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(b) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 34-25 of this ordinance.

(c) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

(d) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood

resistant construction requirements of the *Florida Building Code* and this ordinance is required.

(e) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 34-25 of this ordinance.

(f) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

(g) Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 34-24 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 34-21(d) of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of South Bay are modified.

(i) Floodplain management records. Regardless of any limitation on the period

required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at City Hall, 335 SW 2nd Ave, South Bay, FL 33493.

Section 34-22. Permits

(a) Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

(b) Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(d) Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

(e) Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other

ordinance of this City. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(f) Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this City.

(h) Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

Section 34-23. Site Plans and Construction Documents

(a) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 34-23(b) or 34-23(c) of this ordinance.

- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 34-23(b) of this ordinance.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

(b) Information in flood hazard areas without base flood elevations (approximate Zone "A"). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation data available from a federal or state agency or other source.
- (3) Where base flood elevation data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 34-23(d) of this ordinance.

(d) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Section 34-24 Inspections

(a) General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(c) Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 34-23(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.4 of this ordinance.

(f) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Section 34-25 Variances and Appeals

(a) General. The Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

(b) Appeals. The Board of Adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(c) Limitations on authority to grant variances. The Board of Adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 34-25(e) of this ordinance, the conditions of issuance set forth in Section 34-25(f) of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

(d) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(e) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(f) Considerations for issuance of variances. In reviewing requests for variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;

- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Board of Adjustment that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Section 34-26 Violations

(a) **Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(b) **Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) **Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Article II. Definitions

Section 34-27 General

(a) **Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

(b) **Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

(c) **Terms not defined.** Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Section 34-28 Definitions

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions

of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow

capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before August 26, 1977. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 26, 1977.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both

having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after August 26, 1977 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 26, 1977.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first

placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See *Instructions and Notes*]

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

Section 34-29 Buildings and Structures

(a) **Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to Section 104.3 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

Section 34-30 Subdivisions

(a) **Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) **Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 34-23(b) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

Section 34-31 Site Improvements, Utilities and Limitations

(a) **Minimum requirements.** All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and

water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

Section 34-32 Manufactures Homes

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 304.6 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation,

collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.5 or 304.6 of this ordinance, as applicable.

(e) General elevation requirement. Unless subject to the requirements of Section 304.6 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

(f) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.5 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

(g) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

(h) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

Section 34-33. Recreational Vehicles and Park Trailers

(a) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 34-33(a) of this ordinance for temporary placement shall meet the requirements of Section 34-32 of this ordinance for manufactured homes.

Section 34-34 Tanks

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 34-34(c) of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Section 34-35 Other Development

(a) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are

not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (3) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

Section 3. The South Bay Code of Ordinances Chapter 6 Building and Construction Regulations is hereby amended by the following technical amendments to the *Florida Building Code, Residential*.

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the

FIRM plus 1 foot, or at least 3 feet ~~2 feet (610 mm)~~ if a depth number is not specified.

4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

Section 4. Fiscal Impact Statement.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section 5. Conflict and Repealer.

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict.

Section 6. Applicability.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of South Bay. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after

the effective date of this ordinance.

Section 7. Inclusion into the Code of Ordinances.

It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of South Bay's Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

Section 9. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2017.

PASSED SECOND READING this ____ day of _____ 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)



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 McKelvi

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: April 27, 2017
Ref: Weekly check register

Enclosed, please find the summary of check register as of April 27, 2017:

General Fund

• Utility:		
AT & T Mobility	\$	813.31
Comcast		220.03
• Aetna		11,984.31
• PBC Sheriff		14,782.33
• HCT- Harvey, Covington		8,700.00
• Deposit refund		250.00 *
• Purchased of supplies, materials and parts		481.08 A
• Payment for various services		1,089.92 C
• Other		<u>277.00</u> B
Total	\$	<u>38,598.98</u>

Sanitation Fund

Waste Management	\$	<u>35,226.53</u>
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Revenues:

• FP & L (Franchise & Utility tax)	\$	36,113.31
• Ad Valorem Tax		32,593.28
• Communication Tax		4,361.99
• Local Option Gas Tax		10,378.73
• Other		14,957.75
• Revenue Sharing		13,841.64
• Sales Tax		<u>38,476.73</u>
Total	\$	<u>150,723.43</u>

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

4/21/2017 12:07:38 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
385	ELISA WALKER	ELISA WALKER	4/21/2017	150.00
Totals:			Total Transactions	150.00

AP Check Register Report
City Of South Bay (CSBFND)

4/19/2017 3:41:16 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9874	AT&T MOBILITY	AT&T MOBILITY -ROC	4/19/2017	813.31
9875	COMCAST	COMCAST	4/19/2017	220.03
9876	EVERGLADES FARM EQU	EVERGLADES FARM EQUIPMENT	4/19/2017	17.87 A
9877	HCT	HARVEY, COVINGTON & THOMAS	4/19/2017	8,700.00
9878	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	4/19/2017	496.63 C
9879	ONE STOP SHOP	ONE STOP SHOP	4/19/2017	195.86 A
9880	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	4/19/2017	14,782.33
9881	PRINTING SYSTEMS	PRINTING SYSTEMS INC	4/19/2017	136.03 C
9882	TAX COLLECTOR CORRE	TAX COLLECTOR PALM BEACH COUNTY	4/19/2017	27.00 B
9883	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	4/19/2017	267.35 A
9884	XEROX CORP	XEROX CORPORATION	4/19/2017	457.26 C
Non-Electronic Transactions:				26,113.67
Total Transactions:				26,113.67

AP Immediate Check Register Report

City Of South Bay (CSBFND)

4/19/2017 9:00:28 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
573	CLAUDIA CANO	CLAUDIA CANO	4/19/2017	3 250.00
Totals:			Total Transactions	250.00

AP Check Register Report

City Of South Bay (CSBFND)

4/17/2017 11:11:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
1/2	CASSANDRA ALEXANDEF	CASSANDRA ALEXANDER	4/17/2017	100.00
Non-Electronic Transactions:				100.00
Total Transactions:				100.00

AP Check Register Report

City Of South Bay (CSBFND)

4/25/2017 12:45:33 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
00141	WASTE MANAGEMENT	WASTE MANAGEMENT	4/25/2017	35,226.53
Non-Electronic Transactions:				35,226.53
Total Transactions				35,226.53

Tanner and Cox Parks - Scope of Work

TANNER AND COX PARK COMMON SCOPE:

1. RESURFACE COURTS, PROVIDE NEW EQUIPMENT AND LIGHTS ON EXISTING POLES.

Scope Details:

1. RESURFACE COURTS, PROVIDE NEW EQUIPMENT AND LIGHTS ON EXISTING POLES.
PROVIDE FENCING AND GATES AT COURTS
 - a. See attached estimate for scope

Tanner Park:

- | | | |
|--|---------------|----------|
| 2. 2 GAZEBOS | \$24,000 EACH | \$48,000 |
| <ol style="list-style-type: none">a. Charcoal grills on stand with slab | | |
| 3. NEW WALKWAYS TO GAZEBOS | | \$38,500 |
| <ol style="list-style-type: none">a. See plan for location – approximately 1600 s.f. of winding sidewalk | | |
| 4. PERIMETER FENCING ALONG THE NORTH AND WEST EDGE OF PARK | | \$25,000 |
| <ol style="list-style-type: none">a. 180 lf + 30 lf + 150 lf | | |
| 5. REPAIR SIDEWALK AT TENNIS COURT | | \$ 240 |
| <ol style="list-style-type: none">a. Large crack and grade differenceb. | | |

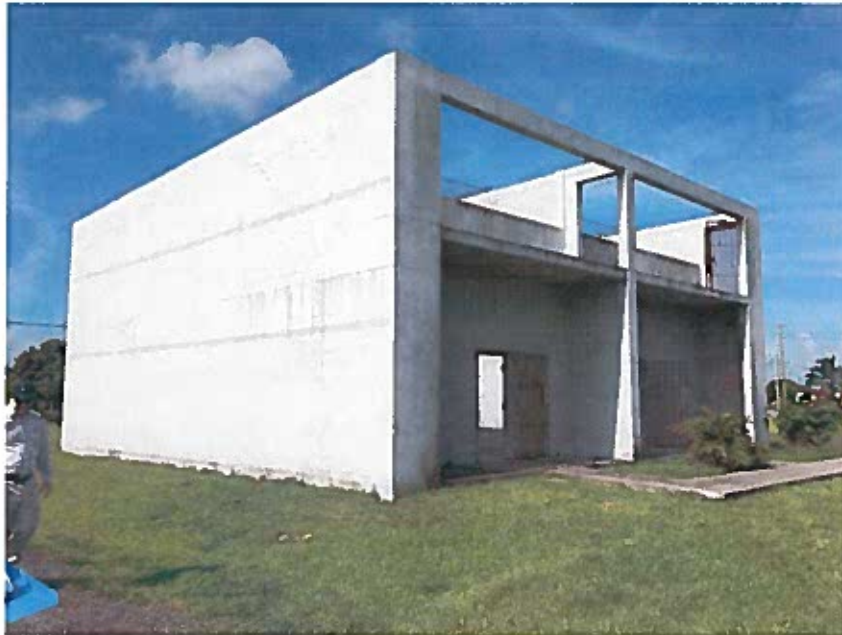


c.

6. REPAIR SIDEWALK AND RAISE GRADE AT RACQUETBALL COURT

\$16,400





c.

7. RENOVATIONS TO RESTROOM BUILDING

\$71,920

- a. NEW ACCESSIBLE BATHROOM INTERIOR: \$48,000
- b. REPAIR SIDEWALK: \$17,500
- c. PROVIDE NEW EXTERIOR DOORS: \$3,600
- d. PROVIDE NEW LIGHTING – INTERIOR AND EXTERIOR: \$7,200
- e. FIX VENTILATION SCREENS / BLOCKS: \$2,100



f.

8. RAISE GRADE AND PROVIDE RAILS AT RECREATION BUILDING

\$ 5,160



a.

9. RAMP TO BUILDING

\$ 8,100



a.



b.

10. RESURFACE TENNIS COURTS

\$48,000



a.

11. NEW PLAYGROUND

Cox Park:

12. 2 NEW GRILLS \$1,800 EACH
a. Charcoal grills on stand with slab

\$3,600

13. RAISE GRADE AT PLAYGROUND 6' FALL (18" X 5,200 SF)
14. NEW SOFT SURFACE TILES ON CRUSHED STONE (NO PILES)(2.5"X2000 SF)
\$120,000



a.

15. NEW FENCE AT PLAYGROUND \$2000
16. MODIFY EXISTING SIDEWALKS AT PLAYGROUND \$1,500



a.

17. PROVIDE NEW PAVILION AT EXISTING SLAB

\$24,000



a.



b.

18. REWORK SIDEWALKS FOR ACCESSIBILITY

\$5,000



19. PROVIDE NEW DOORS AT BATHROOM AND REPAINT BUILDING

\$3,600



a.

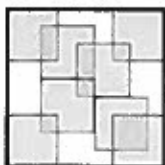
20. 3 NEW PIECES OF EQUIPMENT (TODDLER + OLDER + MIXED) ALLOWANCE

\$40,000

Tanner and Cox Parks Estimated Schedule

Complete

- 50% submittal 5/25/17
- Owner Review Comments (7 days) 6/1/17
 - Prepare advertisement for Bid
- 100% submittal/out for bid - (40 days) 7/10/17
- Permitting & Bidding (estimate 60 days – City of South Bay to verify time needed for bidding) 9/12/17
- Construction (substantial completion -estimate 6 months) 3/12/18
- Punch list and final closeout (estimate 30 days) 4/11/18



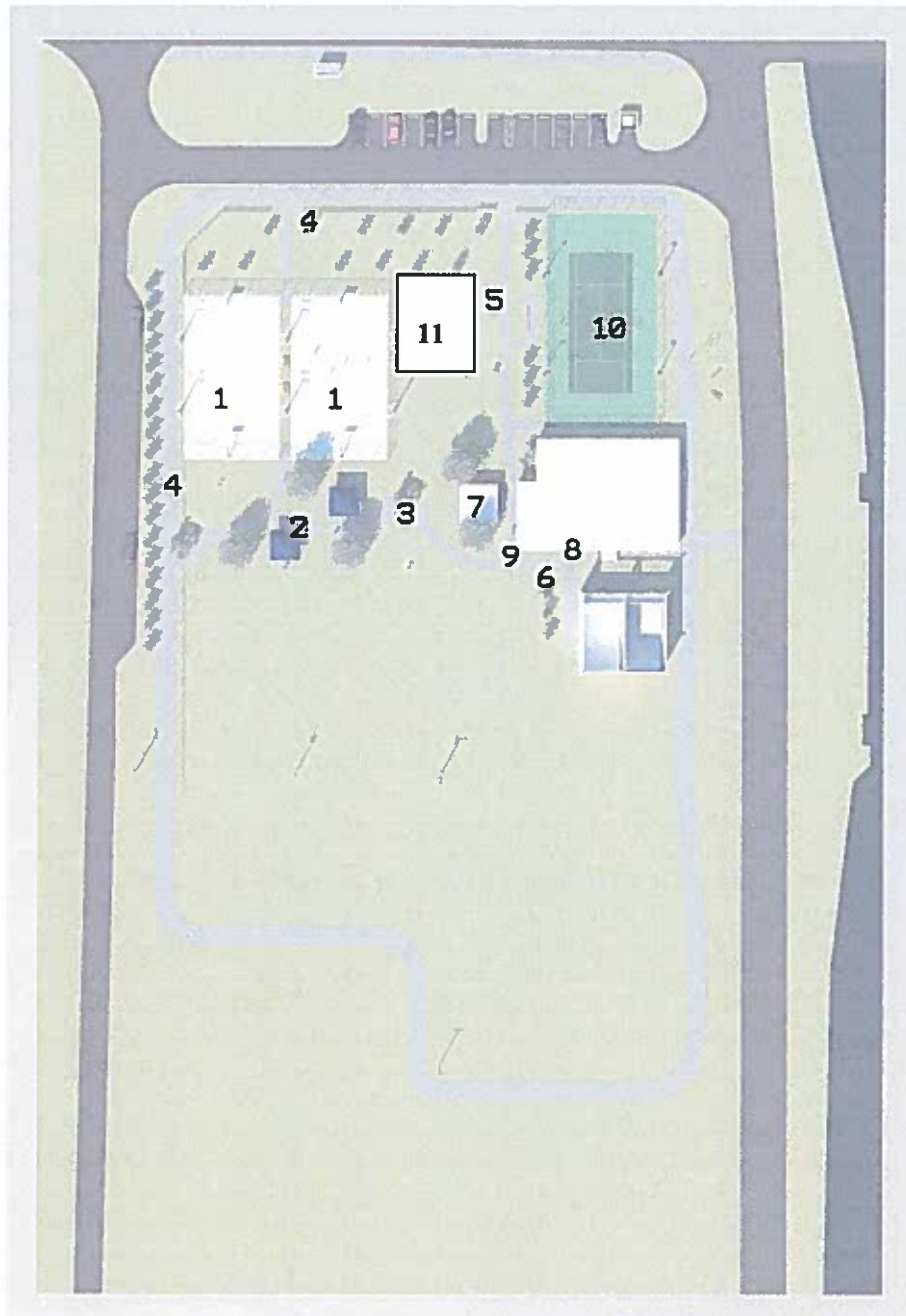
Colomé & Associates, Inc.

Florida Registration AAB003479

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9356 □ E-mail: colome@colome-arch.net



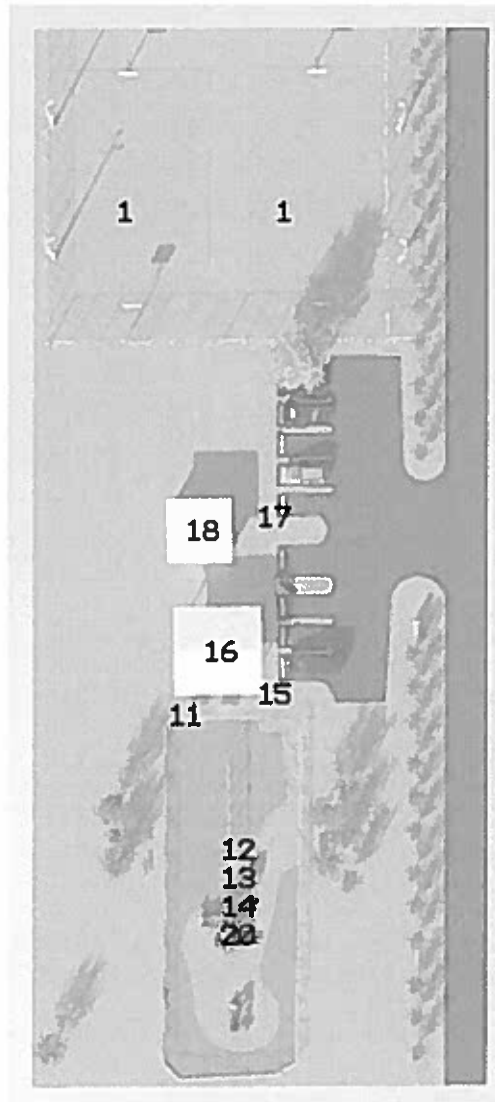


TANNER PARK
CITY OF SOUTH BAY
FINAL CONCEPT



Colomé & Associates, Inc.
Architecture □ Planning □ Interiors

220 1st Street, Suite 100, Miami, FL 33131
Tel: 305.375.1111 Fax: 305.375.1112 Email: info@colome.com



COX PARK
CITY OF SOUTH BAY
FINAL CONCEPT



Colomé & Associates, Inc.

Architecture □ Planning □ Interiors

630 S.W. 1st Street • West Palm Beach, Florida 33401 • Telephone: (561) 833-7100 • Fax: (561) 833-7101 • E-mail: info@colome.com • www.colome.com