



***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 16, 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 16, 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.** Flood Management Ordinance
 - 3b.** Agenda Items – May 16, 2017 (Regular Meeting)
- 4. ADJOURNMENT**



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 1, 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 Te 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 32809-5631

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)

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

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.

- 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 82-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – June 06, 2017

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION

TRAUMA AWARENESS MONTH

WHEREAS, our county's current trauma care system began over 25 years ago with the formation of the Palm Beach County Health Care District, which is considered a model for the state and nation, and;

WHEREAS, Palm Beach County is currently serviced by two Level 1 trauma centers, which combined, see over 3,000 trauma activations every year, and;

WHEREAS, Protect Palm Beach County Trauma Care, a county-wide coalition of doctors, nurses, parents, seniors and community, business and medical organizations are working together to protect Palm Beach County Level 1 trauma care, and;

WHEREAS, the citizens of Palm Beach County want to continue to have Level 1 trauma care for adults and children and to be able to retain experienced doctors and medical professionals, and;

WHEREAS, we seek to raise awareness about our county's current trauma system and recognize the importance of maintaining Level 1 trauma care in Palm Beach County;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, assembled in regular session this 16th day of May, 2017, that the month of May in the City of South Bay is hereby declared:

Trauma Awareness Month

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
City Workshop
April 18, 2017

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on April 18, 2017 at 6:38 p.m.

Present:

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

Staff:

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

Mayor Kyles mentioned discussion of agenda items for the regular meeting.

Mayor Kyles mentioned a proclamation for National Children's Mental Health Awareness Day. The City Clerk read the proclamation for the record.

Mayor Kyles mentioned discussion of the consent agenda, inclusive of City Workshop and Regular City Minutes for March 21, 2017 and April 04, 2017.

Commissioner Scott mentioned page 3408 of the March 21, 2017 regular city minutes. She stated that the minutes reflected "three new equipment" and asked if that meant replacing three equipment or the all playground equipment. The City Manager clarified that there would be replacement of all playground equipment for Cox and Tanner Park (Toddler, Middle Age and Older Group).

The City Clerk mentioned the following corrections for March 21, 2017 regular city minutes and April 04, 2017 city workshop minutes.

- Page 3414, paragraph 11 - Correcting the vote (no) by Commissioner McKelvin to vote (yes).
- Page 3420 paragraph 2 - In reference to who the Senate spoke to, adding, "The Senator was speaking with SFWMD in reference to the 14,000 acres".

Mayor Kyles mentioned discussion of Resolution 75-2017.

The City Clerk read Resolution 75-2017 for the record, 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 01, 2016 and ending September 30, 2017; approving associated budget amendments; providing an effective date.

Mayor Kyles stated that at the last meeting Commissioner Berry tabled Resolution 75-2017 until she had met with the Finance Director. Commissioner Berry stated that she had requested to meet with the Finance Director on last Friday, however that day was "Good Friday". She requested to meet with the Finance Director "this" Friday at 1:00 p.m. and asked that the Resolution be tabled until she met with the Finance Director.

Mayor Kyles mentioned discussion of Resolution 78-2017.

The City Clerk read Resolution 78-2017 for the record, a resolution of the City Commission of the City of South Bay, Florida, authorizing the Mayor and City Manager to execute the attached Interlocal Agreement between Palm Beach County and City of South Bay; Providing for an effective date.

The City Manager explained that the Interlocal Agreement between the County and the City was to provide construction inspection services. He stated that the City's Engineer had to provide the designs and the drawings to the city and would provide the inspection services for the city, however could not provide inspection services for "this" project. He recommended approval of Resolution 78-2017.

Commissioner Berry mentioned the start date and effective date. She stated that the agreement included SW 7th from Martin Luther King Blvd to terminus and it was within the city owned right-of-way. She recommended tabling Resolution 78-2017.

The City Manager stated that the city needed to move forward with getting some designs for SW 7th. He said that the City needed to move forward with getting inspection services in order to get to the next phase with Florida Department of Transportation in reference to having the designs completed for SW 7th and 1st St.

Commissioner Berry requested an explanation of the process for construction inspection services. The City's Engineer, David Mendez, stated that the purpose for construction inspection services was to make sure the construction was done properly. He stated that the Engineer who would do the engineer work for the city, was in fact precluded, according to the Florida Department of Transportation from doing the inspection services. He said the city had the option to work with the County or go out and solicit a private company to the work. He said his opinion relating to working with the County, was that it would be beneficial to have someone with Palm Beach County doing the inspection work, due to the county being very well versed and experienced on working in our area.

Commissioner Scott asked if there would be sidewalks implemented on 1st street. Mr. Mendez stated that the city was reconstructing 1st street and he did not recall sidewalks being included on 1st street. The City Manager clarified that the city applied for 2.1 Million in the original drawings that included installation of sidewalks along 1st street, however was only awarded about 1.8 Million. The City Manager stated that FDOT removed the sidewalks from 1st street due to the non-existence of sidewalks there currently. Commissioner Scott recommended that the city look into adding sidewalks.

Rosenwald

Commissioner McKelvin mentioned kindergarten round-up on May 08, 2017 beginning at 9:00 a.m. and stated that flyers had been distributed around the city.

Financial Report

Commissioner Scott requested to receive the Bank of America statement in a separate email.

City Clerk Report

The City Clerk mentioned the Great American Clean Up taking place on Saturday, April 22, 2017 beginning at 9:00 a.m. at Tanner Park.

Commissioner Berry asked if there would be access to recycling bins as well as paper shredding. The City Manager stated that recycling bin options would be available, however paper shredding at this time would not be something that is scheduled for the Great American Clean Up this Saturday. Commissioner Berry requested that city request paper shredding as part of the clean-up. The City Manager stated that he would follow-up on information pertaining to paper shredding.

Mayor Kyles adjourned the City Workshop at 7:00 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
April 18, 2017

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on April 18, 2017 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentation/Proclamations

Mayor Kyles acknowledged a proclamation for National Children's Mental Health Awareness Day, read by the City Clerk in the City Workshop.

Mayor Kyles mentioned a presentation relating to a signal warrant analysis from the David Mendez, Engineer with C.A.P.

Mr. Mendez said that any process that FDOT does was very deliberant. He said that the signal warrant analysis was a process done by the department or one of their consultants to determine whether a signal can be placed at a residual intersection. He said that the department had nine different warrants that are looked at and if any one of those warrants are positive and shows that a signal can be placed, that would consider it. He said even if it's shown that a signal could be placed, "they" still have the authority to deny putting in a signal at that intersection. He clarified that the intersection at NW 1st street and US 27 by Pilot was the area that the commission was considered about. He said that the exit was difficult for trucks to make a left hand turn from 1st street to US 27 S.

Commissioner Berry said from Roswnwald turning North on US 27 and the impending growth for the area, as she approach the light, she experiences delays during on and off sugar production season. area of concern Pilot and MLK North and reserve.

Mr. Mendez said that the process that the city would follow would be to formally ask the FDOT District 4 to do a signal warrant analysis. He said FDOT would then assign the project to a consultant, who would study how many vehicles come into pilot and review on US 27. He said that they would look at "those" nine criteria's to determine if any of them would warrant a signal at "that" location. He said a study would normally take two weeks to a month. He said "from the time you would ask till completion, would be a minimum of 6 months". He said once the study was done and FDOT said that a signal was warranted, it would probably be another \$250,000.00 in design and construction to have it installed.

Commissioner Berry requested that the city prepare a timeline to keep the community informed regarding the process. She recommended placing discussion of a timeline, in reference to the signalization, on the next city meeting agenda. Mr. Mendez stated that he would meet with the department, in reference to dates.

Commissioner Scott asked if study included cross walk signals. Mr. Mendez said "any signals and would include pedestrian signals". Commissioner Scott said that the current ones that they city does have, sometimes do not work.

Mayor Kyles mentioned a presentation from Diana Colunga relating to Palm Beach County's Farm Worker Career Development Project.

Ms. Colunga announced that Palm Beach County's Farm Worker Career Development Program was currently accepting applications for farm workers and their dependents to help with vocational and GED programs. She mentioned different training programs available, such as CNA, LPN, RN and Welding. She mentioned a brief overview that the Farm Worker Career Development Program offers. She also distributed flyers related to the program and training available. *(Full recording available through the City Clerk's Office)*

Public Comments *(full discussion/recording available through the City Clerk's Office)*

Patrick Ferguson representing Sierra Club made a comment relating to the "Stop Sugar Field Burning" Campaign. He distributed information to the commission relating to switching from burning to green harvesting. *(as stated on comment form)*

Steve Messam representing the community made a comment on the benefits of green harvesting of sugarcane vs burning. *(as stated on comment form)*

Brittany Ingram made a comment relating health effects on sugarcane burning. *(as stated on public comment form)*

Commissioner Scott made a comment relating to the City of Wellington having something in place in their Code of Ordinance relating to the blowing of sugar cane. She said "If someone could prevent the sugar companies from blowing in the east, why could they not stop blowing in the west". She said "if the sugar companies can green harvest around Walmart and other areas, then they can green harvest in our areas and around the schools. She made a comment relating to the issues surrounded around sugar cane blowing. She also made a comment stating that the sugar cane companies were burning now 10 months throughout the year instead of 6 months.

Mayor Kyles said "according to Tim O'Connell, Palm Beach County Health Spokesperson, sugar cane burning does not violate federal air quality standard and that the fire does not violate health standard". He said that it bothered him by the statement of Mr. O'Connell. He said that he would do research himself based on the public comment by Mr. Ferguson on the health concerns of burning sugar cane and the Palm Beach County's Health Spokesperson Mr. O'Connell stating that burning cane does not violate health standards.

Commissioner Scott recommended reaching out to the Palm Beach County's Health Representative and bring in the sugar companies to have a sit down to inform one another, relating to sugar cane burning.

George Sandiford, a resident of South Bay, made a comment relating to a previous meeting decision by the Commissioners regarding the sale of the park of commerce. He said that some of the decisions that were made at that time were an ethics violation. *(as stated on comment card)*

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of city workshop and regular city meeting for March 21, 2017 and April 04, 2017. The motion to approve the consent agenda was made by Commissioner Scott and seconded by Commissioner McKelvin. The vote was unanimously approved.

The consent agenda was approved with the following corrections to city minutes.

- Page 3414: Correcting Commissioners McKelvin's vote for Bridge Solutions from no, to yes.
- Page 3420: Adding South Florida Water Management District to Mayor Kyles comment relating to Senator Negron.
- Page 3413 – Paragraph #4 beginning with "The City Attorney": Correcting the word "Here" to "Hear".
- Page 3413 Paragraph #5: The City Attorney stated that Attorney Clifford started off by agreeing with what she was saying. She said that she wanted the City Clerk to back in the records to reflect what Attorney Clifford was agreeing with.
- Page 3413 Paragraph #7: The City Attorney said that she did not use the word addendum. She requested for the City Clerk to go back and check because it did not go with the context. She said, what may have been said was "limiting" to the two bidders.

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

Resolutions

The City Clerk read Resolution 75-2017 for the record.

Commissioner Berry made a motion to table 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 01, 2016 and ending September 30, 2017; approving associated budget amendments; providing an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 78-2017 for the record.

Commissioner McKelvin made a motion to approve Resolution 78-2017 a resolution of the City Commission of the City of South Bay, Florida, authorizing the Mayor and City Manager to execute the attached Interlocal Agreement between Palm Beach County and City of South Bay; Providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

Rosenwald Elementary School

Commissioner Berry stated that she had a meeting scheduled for Ms. Napier in reference to back to school bash, the dedication of Martin Luther King Road and to discuss several other items.

Commissioner McKelvin mentioned a promotional ceremony for the 5th Graders on May 30th and also mentioned that the safety patrols would be traveling to Washington D.C. by plane from May 23rd - May 25th.

Finance Report

Commissioner Berry requested an update from the Finance Director. She said that the Commission mentioned having a mid-year budget workshop and asked the Finance Director if that was possible. The Finance Director stated that every year in the budget workshop, there would be a Resolution prepared, and if there were any questions or concerns, he would provide an answer at that time. Commissioner Berry mentioned adding the "capital improvement fund". She said the purpose for meeting with the Finance Director last Friday was to assure that all of the components were correctly noted in Resolution 75-2017.

City Clerk Report

The City Clerk announced that the City's annual Great American Clean-up will take place on Saturday, April 22, 2017 at 9:00 a.m. at Tanner Park.

The City Clerk also announced that the next city meeting was to take place on May 02, 2017.

City Manager Report

The City Manager mentioned the following items:

Senate Bill 10 update: reducing some of the land that are state owned properties from sixty thousand to twenty thousand of acres for water storage. He also mentioned the adding of components relating to training from career source, in the bill. He mentioned that the Governor, during a press conference, was asking for 200 million dollars is added into the bill to expedited the Herbert Hoover Dike Restoration project and decrease the years from 2025 to 2022 and only using the A2 reservoir. He said he was still tracking Senate Bill 10.

He also mentioned a meeting tomorrow with Representative Trujillo, the Appropriation Chair of the House side regarding the City's appropriations request.

Commissioner Scott requested a list of the items that was sent to Tallahassee. The City Manager mentioned the following items:

- Asked for 2.1 Million - Community/Emergency Center, approved for 100 thousand in the Senate appropriations.
- Continued support for road improvement
- Asked for 1.3 million for storm water retention in the SE section.

Future Agenda Items

Commissioner Berry requested that the commission prepare a tentative discussion list of items for the strategic planning workshop regarding the 98 acres.

Commissioner Scott also mentioned having public comments relating to what the public would like to see as talking points relating to the strategic planning workshop.

Commissioner Berry made a motion that the commission prepares a list of talking points, discussion points for the strategic planning workshop on May 06, 2017 regarding the 98 acres. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

Comment for the good of the order.

Commissioner Mckelvin Commissioner Scott thanked all who attended the meeting.

Commissioner Berry acknowledged the Fire Rescue and all who attended the meeting. She also recommended that the city provide a comment box for residents.

Mayor Kyles thanked Staff, Fire Rescue, Palm Beach Sheriff's Office and the residents that attended the meeting.

Mayor Kyles adjourned the City Meeting at 8:17 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
May 02, 2017

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 02, 2017 at 7:07 p.m.

Convenient

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentation/Proclamations

Mayor Kyles mentioned a proclamation for World Lupus Day. The City Clerk read the proclamation for the record.

Mayor Kyles mentioned a presentation from Sofia Valiente relating to sponsoring a booklet based on a document of "Rooted in the Muck". *(full recording available through the City Clerk's Office)*

Ms. Valiente presented the commission with a "Rooted in the Muck" booklet and requested support from the Commission on purchasing a page on behalf of the City of South Bay.

Public Comment *(full discussion/recording available through the City Clerk's Office)*

William "Jimmy" Kellerher with International Brotherhood of Electrical Workers introduced himself and his mission to the Commission and the residents and mentioned job opportunities in the Glades area. *(as stated on comment form)*

Ralph Walker made a comment relating to a summary of judgment for Bridge Solutions. *(as stated on comment form)*

Michael E. Jackson made a comment relating to concerns on Ordinance 08-2017 relating to floodplain management and asked for the floodplain map. *(as stated on comment form)*

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

Resolutions

The City Clerk read Resolution 75-2017 for the record.

Commissioner Berry made a motion to approve 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 01, 2016 and ending September 30, 2017; Approving associated budget amendments; Providing an effective date. The motion was seconded by Mayor Kyles. The vote was Commissioner Scott, no; Commissioner Berry, yes; Vice-Mayor Wilson, no; and Mayor Kyles, Yes.

Commissioner Berry asked "what is the next step on preparing another document or method for clarification and bring it back".

Mayor Kyles stated that the document will be brought back the commission with some clarification that was discussion tonight.

The City Manager asked if the commission wanted justification that was provided by the Finance Director, in the back up documentation. Commissioner Berry responded yes, by department and on a separate document.

The City Clerk read Resolution 79-2017 for the record.

Commissioner Berry made a motion to approve 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. The motion was seconded by Commissioner Scott. The vote was unanimously approved with the following correction:

- (adding) General Procurement and Purchasing Procedures, Item #2 "reads" required from at least three sources, with an exception for emergency situations (page 9).
- (Deleting) item E "Appeal" because the city did not have an appeal process. (page 4)

The City Manager stated not to use the word "emergency" in the statement relating to page 9, and allow the Attorney to draft the approved language.

The City Clerk read Resolution 80-2017 for the record.

Commissioner Scott made a motion to approve 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 system, Inc; Providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

Ordinance

The City Clerk read Ordinance 08-2017 on its first reading.

Vice-Mayor Wilson made a motion to table Ordinance 08-2017, on its first reading, an ordinance of the City Commission of the City of South Bay, Florida 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 severability; providing for inclusion in code; Providing for an effective date. The motion was seconded by Commissioner Berry.

Mayor Kyles called for public comments:

Thomas Stinson made a comment relating to Flood Insurance and the Herbert Hoover Dike Rehabilitation. He asked if FEMA was asking for Flood Insurance, due to the leak on Herbert Hoover Dike.

The City Manager stated that FEMA had done an engineering study in 2014, which mentioned the potential on which the lake would rise 21 foot, then yes the City would be considered in a flood zone. He said that the study was challenged, and the city and some parts of the county did not succeed in that challenge. He said "that is why we are where we are today, many years later, due to those challenges". *(full discussion/recording available through the City Clerk's Office)*

Michael Jackson asked if the commission could table the items and having a series of meetings. He said that there would be an impact on the residents and future development. He said there was an opportunity to have presentations by FEMA. He mentioned after hurricane Andrews there was a series of studies done around all the dames and lakes in the country, which Lake Okeechobee was on the top 4 of an area of concern. *(full recording/discussion available through the City Clerk's Office)*

The motion to table Ordinance 08-2017 was unanimously approved.

City Clerk Report

The City Clerk mentioned a Tri-City Softball Co-Ed Softball Tournament ages 18+ for Belle Glade, Pahokee, and South Bay scheduled for June 03, 2017 at 10:00 a.m. at Glades Pioneer Park.

The City Clerk mentioned a Power to Save Program with FP&L. She mentioned an event relating to the program on Thursday, May 11, 2017 from 11:00 a.m. - 2:00 p.m. at the Community United Methodist Church

The City Clerk also mentioned a Strategic Planning Workshop relating to the 98 Acres scheduled for May 06, 2017 at 10:00 p.m.

City Manager's Report

The City Manager gave the following updates: *(full discussion/recording available through the City Clerk's Office)*

Senate Bill 10 update – Senate Bill 10 was approved by the house and was rolled over to the third reading which would occur tomorrow then goes to the Governor for "his" review.

Parks Modernization Update - Playground equipment at Tanner Park had gone through the County and is moving forward.

Palm Beach County Water Utilities will provide a new payment box in front of City Hall by the newspaper stand.

He also mentioned looking into an sound and audio visual equipment upgrade to the city chambers, moving the city forward to the next level.

Mayor Kyles mentioned the presentation made earlier by Ms. Valiente and asked the Commission if they would like to move forward on purchasing a sponsored page in the "Rooted in the Muck" booklet.

Commissioner Scott said that she would like to review the document before making a decision "tonight".

Commissioner Berry said that she would like a \$2000.00 inside front page on behalf of the city. She said that it would be a heavy promotional tool for the city.

Vice-Mayor Wilson said "if it doesn't bring jobs into the community, he would not vote on anything anymore. He asked the City Manager to make sure the County understands that when they come into the City to do work, he would like to see people from the City being put to work. He said if the publication could bring jobs he would go into his own pocket and give \$2000.00.

Mayor Kyles said that he supported a full page publication in the "Rooted in the Muck" booklet. Commissioner Berry also stated that the commission could also use their discretionary funds.

Vice-Mayor Wilson mentioned using his discretionary funds for the South Bay Football Team.

Mayor Kyles said the item would be brought back before the commissioners.

Future Agenda Items

Commissioner Scott requested an update on the city sign. The City Manager said that the Palm Beach County and FDOT had looked at the site coming into the city on the median "Comcast area". He said he was waiting for clearance for the site relating to the double sided signage.

Commissioners Comment

Commissioner Scott thanked everyone who attended the meeting.

Commissioner Berry mentioned the Strategic Planning Workshop on Saturday and stated that the purpose for the workshop was to determine a process for moving forward on that property and developing an economic developing plan. She thanked all who attended the meeting.

Vice-Mayor Wilson thanked all who attended the meeting. He mentioned the little league football league within the City of South Bay. He said they would be utilizing the Nature Park. He asked staff to look into bleachers for the residents to sit on during the football games. He also made a comment relating to the lack of

jobs within the Glades. He said he planned on going to Belle Glade and Pahokee to voice his opinion on the reasons why the Glades community is still lacking employment.

Mayor Kyles stated that he supported Vice-Mayor Wilson on his efforts for getting locals to work in the Glades area. He also thanked all who attended the meeting.

Mayor Kyles adjourned the city meeting at 8:20 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION NO. 81-2017

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 16th 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

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Shanique S. Scott

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: May 9, 2017
Ref: Resolution NO. 81-2017 Budget amendments

The following narrative is presented to support and to provide additional information for the above resolution:

1- Legislative Department (101):

- Salaries and FICA Taxes, Increase \$2,500 for bonuses plus related payroll tax.
- Health Insurance decreased by \$10,000 due to discontinue of a coverage for one of the Commissioner.
- Increase of travel expenses in amount \$3,250 for remaining of fiscal year due to other travel events such as Florida League of Cities conference in August.

2- City Manager Department (111):

- Salaries and FICA Taxes, Increase of \$1,000 for bonuses and \$4,000 for salary increase plus related payroll tax.
- Increase of travel expenses in amount \$2,500 for remaining of fiscal year due to other travel events such as attending Florida League of Cities conference in August.

3- City Clerk (121):

- Salaries and FICA Taxes, Increase of \$14,000 and related payroll tax for an administrative assistant position in City Clerk Department.

4- Finance Department (131):

- Salaries and FICA Taxes, Increase of \$1,000 for bonuses and \$4,500 for salary increase plus related payroll tax.

5- Planning and Zoning Department (151):

- Additional of \$70,000 for professional services for planning and review of Housing Authority renovation project.

6- Human Resources (161):

- Salaries and FICA Taxes, partial increase of \$1,250 for salary plus related payroll tax.

7- Non-Department (191):

- Additional budget of \$14,000 for professional services related to IT services plus upgrade of server software
- Additional budget of \$4,250 for upgrade of security system and additional maintenance for A/C unit at City Hall.



City of South Bay

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Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

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Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

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Affirmative Action Employer*

8- Parks and Recreational (711):

- Additional budget of \$2,000 for maintenance such as floor.

9- Transfer Out to Capital Project Fund:

- Transfer out of \$322,468 to Capital Project Fund for the proceeds of sales of 845 building at Palm Beach Road and plus excess of additional revenues in General Fund.

Should you need further information, questions and concern in the interim please feel free to contact finance department.

Budget Adj. # 1

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

[illegible]

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.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Approved by City Commission
Meeting of

Budget Adj. # 1

Type of Budget Adjustment

Intra-Department Transfer	
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.

Department Head

Finance Director

Approved by City Commission
Meeting of

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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	
318	311	546215	-	-	-	193,768	193,768	
Total Increase			-	-	-	193,768	193,768	
Account Description								
318	033	335180	-	16,468	-	125,000	125,000	
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	

Total increase	400,121	50,305	321,200	193,768	59
To amend the Capital Project Fund 318 for fiscal year 2016-17 for additional one cent sales tax approved in November 2016 and excess of additional amended budget in GF to be transferred to Capital project Fund.					

Department Head _____ Date _____

Finance Director Date

Approved

**Approved by City Commission
Meeting of**

RESOLUTION 82-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") previously entered into an agreement with Palm Beach County Division of Senior Services on June 6, 2006 for the provision of a congregate dining site for elderly persons at the Tanner Park Community Center effective June 12, 2006; and

WHEREAS, Palm Beach County ("County") currently operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line and such sites are located in residences for the elderly, community centers and senior centers at no charge to County for use of the facilities; and

WHEREAS, the parties agree that the City will provide free space for a congregate dining site located at the Tanner Park Community Center from Monday through Friday between the hours of 11 a.m. to 1 p.m., excluding certain county holidays and further provide volunteer management services; and

WHEREAS, the new Facility Use Agreement between the parties sets forth a term period of one (1) year, upon execution, to be automatically renewed for two (2) additional, consecutive terms of one (1) year and not to extend beyond the year 2020; and

WHEREAS, execution of the 2017 Agreement, attached hereto as Exhibit "A", for the provision of a congregate dining site for elderly persons at Tanner Park Community Center is 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 execute the Facilities Use Agreement between the City of South Bay and Palm Beach County for the provision of a congregate dining site for elderly persons through the Division of Senior Services, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 16th 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

_____ (Yes)

_____ (No)

USE OF FACILITY AGREEMENT

This agreement is made on _____, 2017 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and THE CITY OF SOUTH BAY, a body of city government authorized to do business in the State of Florida, whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and whose Federal Tax ID Number is 59-6000429, hereinafter referred to as the FACILITY.

In consideration of the mutual promises contained herein, the COUNTY and the FACILITY agree as follows:

ARTICLE 1 - SERVICES

The FACILITY'S responsibility under this Agreement is to provide, at no charge, the facility located at THE TANNER PARK COMMUNITY CENTER, 105 E Palm Beach Road, South Bay, FL 33493 for a congregate dining site and to provide volunteer management as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be FAITH MANFRA, telephone no. (561) 355-4753.

The FACILITY'S representative/liaison during the performance of this Agreement shall be LEONDRAE D. CAMEL, telephone no. (561) 996-6751.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This agreement shall become effective when signed by all parties and approved by The Palm Beach County Board of County Commissioners. The term of this agreement shall be for a period of one (1) year, commencing on _____, 2017, and terminating on _____, 2018, ("Initial Term"), unless sooner terminated as provided for herein.

Provided FACILITY is not in default of any of the terms and conditions of this agreement, this agreement shall be automatically renewed for two (2) additional, consecutive terms of one (1) year each ("Renewal Term"); provided however, that either party may elect to not renew this agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except that no Renewal Term shall extend beyond _____, 2020. In the event either party elects not to renew this agreement at the end of the Initial Term or any subsequent Renewal Term, this agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and FACILITY shall have no further rights hereunder.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 – USE OF FACILITY

The FACILITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the County to the FACILITY.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the FACILITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the FACILITY. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the FACILITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The FACILITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the FACILITY or under its supervision, and all personnel (and all volunteers) engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the FACILITY's key personnel (and all volunteers), as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The FACILITY's warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the FACILITY's personnel (and all volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent FACILITY is not self-insured, the following shall apply:

- A. FACILITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. FACILITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by FACILITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FACILITY under the Agreement.
- B. **Commercial General Liability** FACILITY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. FACILITY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** FACILITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. FACILITY shall provide this coverage on a primary basis.
- D. **Professional Liability** FACILITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of FACILITY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, FACILITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, FACILITY shall purchase a SERP with a minimum reporting period not less than 3 years. FACILITY shall provide this coverage on a primary basis.

Additional Insured FACILITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." FACILITY shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** FACILITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then FACILITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should FACILITY enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Agreement, FACILITY shall deliver

to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o Community Services Department
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- G. **Umbrella or Excess Liability** If necessary, FACILITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 8 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless FACILITY against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and FACILITY shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of FACILITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the FACILITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the FACILITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 10 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or FACILITY.

ARTICLE 11 - CONFLICT OF INTEREST

The FACILITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The FACILITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The FACILITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the FACILITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FACILITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the FACILITY. The COUNTY agrees to notify the FACILITY of its opinion by certified mail within thirty (30) days of receipt of notification by the FACILITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FACILITY, the COUNTY shall so state in the notification and the FACILITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the FACILITY under the terms of this Agreement.

ARTICLE 12 - EXCUSABLE DELAYS

The FACILITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the FACILITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the FACILITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the FACILITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The FACILITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgement, lien, or any form of indebtedness. The FACILITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the FACILITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent

unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as amended.

ARTICLE 15 - INDEPENDENT AGREEMENTOR RELATIONSHIP

The FACILITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the FACILITY'S sole direction, supervision, and control. The FACILITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FACILITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The FACILITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - CONTINGENT FEES

The FACILITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FACILITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FACILITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 - ACCESS AND AUDITS

The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the FACILITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the FACILITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to

Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 18 - NONDISCRIMINATION

The FACILITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

FACILITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the FACILITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FACILITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 19 - AUTHORITY TO PRACTICE

The FACILITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the FACILITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 22 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FACILITY of the COUNTY'S notification of a contemplated change, the FACILITY shall, in writing and advise the COUNTY if the contemplated change shall affect the FACILITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the FACILITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

DOSS CONGREGATE MEAL SITE

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the FACILITY shall not commence work on any such change until such written amendment is signed by the FACILITY and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Faith Manfra, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the FACILITY, notices shall be addressed to:

City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

ARTICLE 24 - ENTIRETY OF AGREEMENT

The COUNTY and the FACILITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

If FACILITY'S employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the FACILITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The FACILITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the FACILITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

DOSS CONGREGATE MEAL SITE

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

The FACILITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FACILITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 27 - SCRUTINIZED COMPANIES (when Agreement value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the FACILITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by FACILITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 28 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The FACILITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The FACILITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the FACILITY does not transfer the records to the public agency.

DOSS CONGREGATE MEAL SITE

- D. Upon completion of the Agreement the FACILITY shall transfer, at no cost to the County, all public records in possession of the FACILITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the FACILITY transfers all public records to the County upon completion of the Agreement, the FACILITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FACILITY keeps and maintains public records upon completion of the Agreement, the FACILITY shall meet all applicable requirements for retaining public records. All records stored electronically by the FACILITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the FACILITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FACILITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of page intentionally left blank.

DOSS CONGREGATE MEAL SITE

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida have made and executed this agreement on behalf of the COUNTY and the duly authorized representatives of the FACILITY have hereunto set their hand as the day of the year above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:

FACILITY:

By: _____
Signature

By: _____
Signature

Name (Type or Print)

Joe Kyles, Mayor

Date

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
James Green, Director
Community Services

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

DOSS CONGREGATE MEAL SITE

EXHIBIT A

SCOPE OF WORK

USE OF FACILITY AGREEMENT BETWEEN COUNTY AND FACILITY

The COUNTY operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The FACILITY shall provide space for a congregate dining site located at The Tanner Park Community Center, 105 E Palm Beach Road, South Bay, FL 33493 on the following days of the week Monday through Friday from the time 11 a.m. to 1 p.m., excluding county holidays as detailed in Exhibit "B". The following provisions shall be rendered by the FACILITY:

1. A meal site space, which includes bathrooms that shall be handicapped accessible.
2. There shall be no cooking of food by the COUNTY at the aforementioned meal site.
3. The kitchen provided by the FACILITY shall include the use of:
 - a. a sink with cold and hot running water capable of maintaining water temperature of 100 degrees,
 - b. a refrigerator capable of maintaining required food temperatures,
 - c. a lockable storage closet/pantry in or in close proximity to the kitchen of adequate size for all program supplies needed, and
 - d. tables and chairs in the designated dining area.
4. The FACILITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of said equipment.
5. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food prior to service.
6. The FACILITY shall provide the correct electrical requirements for said hot-holding equipment.
7. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.
8. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.

DOSS CONGREGATE MEAL SITE

9. The COUNTY shall be responsible to provide training to volunteers recruited to work at the meal site in topics that include at a minimum; site management, sanitation, food portioning, fire safety, and required paperwork. Staff and volunteers shall be trained prior to assuming food service assignments.
10. The COUNTY shall monitor the meal site periodically in regard to compliance with Older American's Act (OAA) grant standards, assemble and direct a site Advisory Council and conduct a client satisfaction survey once annually.
11. The COUNTY shall provide nutrition education, planned by the COUNTY's registered dietitian, at least once monthly and nutrition counseling, conducted by the COUNTY's registered dietitian, as needed.
12. The COUNTY requires a guaranteed number of volunteer employees present at each meal service in relative proportion to the number of meal recipient reservations.
13. The FACILITY shall be responsible for recruitment of volunteers to work the meal site as well as the continued maintenance of a viable volunteer/substitute volunteer list. **Failure to supply an adequate number of volunteer workers will place continuation of the congregate meal program at risk.**
14. The COUNTY reserves the right to excuse from service any volunteer that cannot reasonably complete duties as trained or creates a hostile environment for others.
15. The FACILITY shall be required to replace a dismissed volunteer in a reasonable amount of time. The FACILITY will provide meal service support on a limited, temporary capacity only for excused or absent volunteer workers.
16. The FACILITY shall engage in an active marketing program to attract meal program participants. A minimum of 15 program participants attending meal service is required for continuance of the meal program. Continuance of attendee headcounts below 15 may require the cancellation of the congregate meal program at facility.
17. The FACILITY shall provide meal site staff and volunteers with access to:
 - a. a telephone,
 - b. fax machine,
 - c. copier, and
 - d. computer for use while on site for meal site related activities.
18. The FACILITY shall be responsible for the safe storage on site of all program related documents.
19. The COUNTY and the FACILITY shall acknowledge that the meals provided by Palm Beach County Board of County Commissioners are funded through the OAA and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc. when advertising.

DOSS CONGREGATE MEAL SITE

20. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program from registered clients. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or FACILITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or FACILITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the FACILITY'S designated employee. The Contribution box shall be double locked on a daily basis until the COUNTY employee collects contributions.

DOSS CONGREGATE MEAL SITE

EXHIBIT B

COUNTY HOLIDAY SCHEDULE

New Year's Day

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day

City of South Bay

335 S. W. 2ND AVENUE
South Bay, Florida 33493

April 5, 2006

Ms. Sylvia Thompson-Gilbert, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida 33401

RE: USE OF FACILITIES AGREEMENT

Dear Ms. Thompson-Gilbert:

I have enclosed two (2) original agreements for your execution.

Please return an original agreement to:

Virginia K. Walker, MMC, City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

If you have any further questions regarding the attached document, please feel free to contact me at (561) 996-6751.

Sincerely,


Annette J. Parchment, CMC
Deputy City Clerk / Director of Human Resources
City of South Bay

Attachment

//AJP

95:1107 110710

150400 10000 1000




CERTIFICATION OF TRUE COPY

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

I, the undersigned, duly appointed Deputy City Clerk of the City of South Bay, Florida, **HEREBY CERTIFY** that the attached hereto is a true and correct copy of Resolution No.21-2006; Authorizing the Mayor to enter into an Agreement with the Board of County Commissioners of Palm Beach County, to Approve the Use of Facilities Agreement which establishes Tanner Park Community Center as a Congregate Meal Site.

WITNESS, my hand and the corporate seal of the City of South Bay, Florida, this 4th day of April, 2006.

(Corporate Seal)


**Annette J. Parchment
Deputy City Clerk
CITY OF SOUTH BAY
FLORIDA**

USE OF FACILITIES AGREEMENT

This agreement is made on the ____ day of JUN 08 2006, 2006 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and THE CITY OF SOUTH BAY, hereinafter referred to as the DEPARTMENT, a body of city government entitled to do business in the State of Florida, whose address is 335 SW 2nd Avenue, South Bay, FL 33493. In consideration of the mutual promises contained herein, the COUNTY and the DEPARTMENT agree as follows:

The DEPARTMENT's responsibility under this Agreement is to provide facilities for a congregate dining site as more specifically set forth in the Scope of Work detailed in Exhibit "A." The DEPARTMENT does not expect nor require payment for the space which is to be used as a congregate dining site for senior citizens.

The COUNTY's responsibility under this Contract is as more specifically set forth in the Scope of Work detailed in Exhibit "A".

ARTICLE -1- INDEMNIFICATION:

To the extent permitted by law, the DEPARTMENT shall indemnify and hold the COUNTY harmless for any liability or causes of action for damages arising out of the DEPARTMENT's negligence. Likewise, to the extent permitted by law, the COUNTY shall indemnify and hold the DEPARTMENT harmless for any liability or causes of action for damages arising out of the COUNTY's negligence. Nothing in this provision shall be construed as consent by the DEPARTMENT or by the COUNTY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE -2- PERSONNEL:

The COUNTY agrees to provide management as outlined in Exhibit "A".

ARTICLE -3- NON-DISCRIMINATION:

The DEPARTMENT warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE -4- ENTIRETY OF CONTRACTUAL AGREEMENT:

The COUNTY and the DEPARTMENT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE -5- AMENDMENTS AND MODIFICATIONS:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE -6- EFFECTIVE TERM/TERMINATION:

This Agreement shall begin on June 12, 2006 with no fixed expiration date, however, both parties reserve the right to terminate the Agreement without cause upon thirty (30) days written notice to the other party.

ARTICLE -7- NOTICES:

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Sylvia Thompson-Gilbert, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida 33401

and if sent to the DEPARTMENT shall be mailed to:

Clarence E. Anthony, Mayor
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

ARTICLE -8- FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and of Palm Beach County.

IN WITNESS WHEREOF, The Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the duly authorized representatives of the DEPARTMENT have hereunto set their hand as of the day of the year above written.

ATTEST

Sharon R. Cock, Clerk and Comptroller

BY: [Signature] [Signature]

ATTEST:

BY: Virginia K. Walker
Virginia K. Walker, City Clerk

Name (Type or Print)

Virginia K. Walker 3/7/06
Date

R2006™ 0962 JUN 06 2006
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: [Signature]
Tony Masilotti, Chairman
Date JUN 06 2006

DEPARTMENT: THE CITY OF SOUTH BAY

BY: [Signature]
Clarence E. Anthony, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: [Signature]
DEPARTMENT HEAD

EXHIBIT "A"

**SCOPE OF WORK
USE OF FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF SOUTH BAY, FLORIDA**

The Division of Senior Services operates congregate dining sites for the elderly throughout the County. These sites are located in school cafeterias, churches, housing projects, residences for the elderly, community centers, and fraternal organizations. Owners of these facilities donate space to the Division, and no charge is required to reimburse the owners for increased energy usage.

THE CITY OF SOUTH BAY, FLORIDA is willing to provide facilities for a congregate dining site at the Tanner Park Community Center, located at 105 E Palm Beach Road, South Bay, FL 33493, year round, Monday through Friday, excluding County holidays, between the hours of 10:00 a.m. and 1:00 p.m., based on the following conditions:

1. There shall be no on-site food preparation by the Division of Senior Services. Kitchen area usage shall include use of sinks, refrigerator and storage facilities in the kitchen and tables and chairs in the designated dining area.. The Division of Senior Services will provide the necessary steam table/food warmer(s) and serving cart.
2. All meals and necessary food service related supplies, including food containers, utensils, trays, paper goods, etc. shall be furnished by the Division of Senior Services or its designated food services purveyor.
3. Any property and/or fixtures installed or stored at the site by the Division of Senior Services, shall remain the property of the County, and may be removed at the County's discretion.
4. The Division of Senior Services shall be responsible for providing a site manager. Recruitment of volunteers shall be the responsibility of the Department.
5. The Division of Senior Services shall provide training for the Site Manager and volunteers in site management, sanitation, food portioning, and required paperwork.

EXHIBIT "B"

2006 Holiday Schedule

Memorial Day	Monday, May 29, 2006
Independence Day	Tuesday , July 4, 2006
Labor Day	Monday, September 4, 2006
Columbus Day	Monday, October 9, 2006
Veteran's Day	Friday, November 10, 2006
Thanksgiving Day	Thursday, November 23, 2006
Floating Holiday	Friday, November 24, 2006
Floating Holiday	Friday , December 22, 2006
Christmas Day	Monday , December 25, 2006
New Year's Day	Monday, January 1, 2007

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

CLARENCE E. ANTHONY
Name of Authorized Individual

Date

3/7/06

Application or Contract
Number

CITY OF SOUTH BAY
Name of Organization

335 SW 3rd Avenue
Address of Organization

SOUTH BAY, FL 33493

561-996-6751

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Area Agency nor its contract providers can contract with sub-recipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this agreement is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each sub-recipient of agreements referencing this agreement whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. The Area Agency may rely upon a certification of a provider/ sub-recipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Area Agency knows that the certification is erroneous.
8. The provider may rely upon a certification by a sub-recipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/sub-contracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all sub-recipients shall be kept on file with provider.

3/2004

ATTACHMENT II

Page 2 of 2

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature _____

Date

MARCH 7, 2006

CLARENCE E. ANTHONY, Mayor

Name and Title of Authorized Individual
(Print or type)

CITY OF SOUTH BAY

Name of Organization

Audit Attachment

The administration of funds awarded by the Area Agency to the provider and the sub-recipient through agreements with the provider, may be subject to audits and/or monitoring by the Area Agency and other authorized state personnel or federal personnel as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Area Agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency. In the event the Area Agency determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Area Agency to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller, Auditor General or federal personnel.

OTHER REQUIREMENTS

If the provider is a non profit organization, the Oath of Not for Profit Status form (Exhibit 2 of this attachment) must be completed and returned to the Area Agency with the signed agreement.

Audits**PART I: FEDERALLY FUNDED**

This part is applicable if the provider or sub-recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider or sub-recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the provider or sub-recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the Area Agency by this agreement, if any, are indicated in section II. A. of the contract(s) covered by this agreement. In determining the Federal awards expended in its fiscal year, the provider or sub-recipient shall consider all sources of Federal awards, including Federal funds received from or passed through the Area Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider or sub-recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider or sub-recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from provider resources obtained from other than Federal entities).

4. Information regarding audit requirements contained in OMB Circular A-133 and section 215.97, F.S., can be obtained from the following web-sites:

<http://www.whitehouse.gov/omb/circulars/>
and:
<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the provider is a non-state entity as defined by section 215.97, F.S..

1. In the event that the provider expends a total amount of State awards (i.e., State financial assistance provided to the provider to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such provider, the provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Area Agency by this agreement are indicated in section II. A. of the contract(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the provider shall consider all sources of State awards, including State funds received from the Area Agency, other state agencies, and other non-state entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 2, the provider shall ensure that the audit complies with the requirements of section 215.97, F.S.. This includes submission of a reporting package as defined by section 215.97, F.S., and Chapter 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations) Rules of the Auditor General, to include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects: activities allowed or unallowed; allowable costs/cost principles; matching (if applicable), and; reporting.

3. If the provider expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the provider expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the provider's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this attachment shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of provider's fiscal year end:

- A. Two copies to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

2. The provider shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Area Agency at the following address within 45 days of receipt of the report but no later than nine (9) months of the provider's fiscal year end:

PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite 300
West Palm Beach, FL 33401

3. Copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the provider directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of provider's fiscal year end:

- A. The Palm Beach County Division of Senior Services at the following address:

PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite #300
West Palm Beach, FL 33401

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Any reports, management letters, or other information required to be submitted to the Area Agency pursuant to this attachment shall be submitted timely in accordance with OMB Circular A-133, section 215.97 F.S., and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable and should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the package.
5. Providers, when submitting the financial reporting packages to the Area Agency, should indicate the date that the audit report was delivered to the provider in correspondence accompanying the audit report.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this attachment for

A minimum period of five (5) years from the date the audit report is issued or longer if requested by the Area Agency in writing, and shall allow the Area Agency or its authorized designee, and the Comptroller or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Area Agency or its designee, and the Comptroller or Auditor General upon request, for a minimum period of five (5) years from the date the audit report is issued, or may need to be longer if requested in writing by the Area Agency.

PART V: SPECIFIC REQUIREMENTS OF AREA AGENCY ADMINISTERED PROGRAMS

1. The Area Agency requires a supplemental schedule of functional expenses be prepared in a format provided by the Area Agency, which presents costs by service (as defined by the Area Agency), including units of service delivered, for provider or sub-recipients expending state of federal awards for services performed by their employees, contractors, and other payees who receive payment from Area Agency-administered funds for units of service recorded in the Department of Elder Affairs' Client Registration and Tracking System (CIRTS).

This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.

2. If an audit is not required or performed, the head of the provider entity or organization must provide a written attestation, under penalty of perjury, that the provider has complied with the allowable cost provisions (congruent with the Reference Guide for State Expenditures and OMB Circular A-122 or A-87, whichever is applicable). EXHIBIT 1 to this attachment provides an example attestation document that should be used by the agency head or authorized signatory for contracts to attest to compliance with these provisions.
3. Interest earned on federal funds or general revenue funds must be returned to the Area Agency. A chart is included in all agreements/contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
4. Specific requirements for match, co-payments, and program income applicable to programs administered by the Area Agency are outlined in the following applicability chart. Brief definitions of terms used in the chart are included.

APPLICABILITY CHART

	Match	Program Income	Co-payment
(CCE) Community Care for the Elderly Program	<ul style="list-style-type: none"> • providers must match at least 10 percent of the cost of all Community Care for the Elderly services. • match may be either by cash, certified public expenditure, or third-party in-kind • all CCE funds expended must be properly matched at the end of the contract period • CCE core service funds cannot be used as match for AAA administration costs 	<ul style="list-style-type: none"> • may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year • voluntary contributions may be used to meet local match requirements 	<ul style="list-style-type: none"> • must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services.
(HCE) Home Care for the Elderly Program		<ul style="list-style-type: none"> • may be spent in the same contract year as earned, or carried forward and spent in the next state fiscal year 	
(ADI) Alzheimer's Disease Initiative		<ul style="list-style-type: none"> • may be deposited in an interest bearing account and used to increase services in the same contract year earned or carried forward and spent in the next state fiscal year 	<ul style="list-style-type: none"> • must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. • can not be used for cost sharing

(LSP) Local Service Programs		• may be spent in the same contract year as earned or carried forward and spent in the next state fiscal year	
(OAA) Older Americans Act Program	<ul style="list-style-type: none"> • OAA funds cannot be used for match for other federal programs. • match may be either by cash, certified public expenditure, or third-party in-kind • Providers and sub-recipients match requirement is 10% 	<ul style="list-style-type: none"> • program income must be expended during the contract period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated • voluntary contributions can not be used for cost sharing or match 	• complies with Older Americans Act Amendments of 2000, section 315, in regard to consumer contributions

ATTACHMENT III

Page 5 of 5

APPLICABILITY CHART DEFINITIONS

AAA. Area Agency on Aging

Program Income. Program income means gross income earned by a recipient from activities which are supported by a grant; i.e., when at least some of the cost of the activity is a direct cost of the grant or indirect cost which helps match requirements of the grant. Program income includes contributions for meals or other supportive services, proceeds from the sale of tangible personal property purchased for the program, fees for the usage or rental of such property, and patent or copyright royalties for materials developed through the program. Revenue generated from a particular activity of the recipient/sub-recipient for which Department funds were used to cover at least half the cost is considered program income. Note: Money donated (cash donation) without earmark to the project by the donor should not be declared in an audit to be "program income".

Cash Donations. Cash donations are money donated without earmark to the project by the donor. These donations, when used as match, cannot be earmarked for any specific expenditure but are to be budgeted normally. Cash donation are not program income.

Match. When general revenue funded contracts require match, it may be either by cash, certified public expenditure, or third-party in-kind. The non-federal share used to match OAA funds may be cash, certified public expenditure, or third-party in-kind.

Co-payments. Fees assessed and collected according to a sliding scale based on the consumer's income for CCE and ADI services.

In-kind Resources. In-kind resources must be identified in project records, necessary to project's achievement, reasonable and in proportion to time used for project, claimed after use in the project and, not included as contributions for other programs unless specifically allowed.

In-kind contributions represent a value placed on noncash contributions provided to the recipient of a contract. In-kind contributions may consist of actual charges for real property and equipment, and the value of goods and services that directly benefit and are identified with project activities. This may include staff time contributed by state and local agencies not otherwise matched or supported by federal funds.

MANAGEMENT ATTESTATION LETTER
(To be completed at the end of provider's or sub-recipient's fiscal year)

Contract or Agreement Number: _____

I, CLARENCE E. ANTHONY hereby attest under penalty of perjury
(provider's authorized representative)that CITY OF SOUTH BAY, based on the criteria set forth in the Area Agency's Audit Attachment,
(provider agency name)

PARTS I and II, that:

A. The above named provider is not required to provide an audit report or reporting package because
[check applicable statement(s)]:

The above-named entity has not expended \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in total federal awards in its fiscal year and therefore is not required to have a single or program-specific audit performed in accordance in OMB Circular A-133, as revised, and/or;

The above-named entity has not expended a total amount equal to or in excess of \$300,000 in state awards in its fiscal year and therefore is not required to have a State single or program-specific audit in accordance with section 215.97, Florida Statutes.

B. The provider has complied with the allowable cost provisions [congruent with State and Federal law, generally accepted accountant principles, the Department of financial Services' Reference Guide for State Expenditures, and Office of Management and Budget (OMB) Circular A-122, A-110, or A087, whichever is applicable].

By making this statement the provider has considered not only funding or awards from the Area Agency, but all sources of Federal and State funding or awards.

Fiscal year ended _____
(Month, day, year)(Signature) CLARENCE E. ANTHONYMAYOR
(Title)3/7/2004
(Date)

3/2004

ATTACHMENT III
Exhibit - 2

OATH OF NOT FOR PROFIT STATUS

Contract or Agreement Number: _____

As an authorized representative for the Provider identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a "not for profit" (non-profit) organization as defined in section 501(c)(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will be notified in writing immediately.

CITY OF SOUTH BAY
Name of Provider entity

[Signature]
Signature of Authorized Representative

CLARENCE E. ANTHONY, Mayor
Printed name and Title of Authorized Representative

3/7/06
Date of Oath

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned, an authorized representative of the provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The provider and any sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts of each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the provider, sub-recipient(s), or any outside entity on which the provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, recipient(s) will take immediate action to assure data integrity.
- (3) If this contract includes provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.
- (4) The provider and any sub-recipient(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The provider shall require that the language of this certification be included in all subcontracts, sub-grants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and A-110.

CLARENCE E. ANTHONY, 335 SW 2nd AVENUE, SOUTH BAY, FL 33493
Name and Address of Provider

Signature

Title

Date

Name of Authorized Signer

3/2004

Health Insurance Portability and Accountability Act (HIPAA) of 1996

ATTACHMENT V

Page 1 of 2

The Area Agency and the provider will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Area Agency and the provider recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:


- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. . This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.
- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- (l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- (p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.

3/2004

ATTACHMENT VI

Attestation Statement

Contract Number _____

I,  _____, attest that no changes or revisions
(Provider signature)

have been made to the content of the above referenced contract or amended between the
Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the Palm Beach County
Board of County Commissioners. The only exception to this statement would be for changes
In page formatting, due to the differences in electronic data processing media, which has no
effect on the contract content.

 _____
Signature of provider representative

3/7/2006
Date

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

M/A L-0
N 420
R-2006-0902

AGENDA ITEM SUMMARY

Meeting Date: June 6, 2006 (X) Consent () Regular
 () Ordinance () Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Use of Facilities Agreement with the City of South Bay, providing for a congregate dining site for elderly persons effective June 12, 2006, with no fixed expiration date.

Summary: This Agreement will enable the Division of Senior Services (DOSS) to operate a congregate dining site for elderly persons at the Tanner Park Community Center, 105 E. Palm Beach Road, South Bay at no cost to the County for space or energy usage. The site management and food is furnished by the DOSS. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: The DOSS Nutrition program operates congregate dining sites north of Hypoluxo Road. Sites are located in school cafeterias, churches, housing projects, residences for the elderly, community centers and fraternal organizations. Owners donate space for the program. The City of South Bay is willing to donate space and utilities for a congregate dining site for use by elderly persons at its facility in the Tanner Park Community Center. Resolution No. 21-2006 authorizes the Mayor of the City of South Bay to enter into the Agreement with the County.

Attachments:

- A) Resolution No. 21-2006 City of South Bay
- B) Use of Facility Agreement with City of South Bay

Recommended By: [Signature] 5-2-2006
 Department Director Date

Approved By: [Signature] 5-9-06
 Assistant County Administrator Date

Fiscal Impact

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
#ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No.: Fund _____ Dept _____ Unit _____ Obj. _____
 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFBM Fiscal and/or Contract Administration Comments:

_____ 5-8-06
 5/5/06 OFMB

_____ 5/8/06
 Contract Administration
 5/8/06

B. Legal Sufficiency:

_____ 5/8/06
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



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 May 5, 2017

Ref. Weekly check register

Enclosed, please find the summary of check register as of May 5, 2017:

General Fund

- Utility:

FPL	\$ 6,395.45
DeltaCom	1,256.82
PBC Water	1,708.89
Comcast	164.85

• Clarke	1,749.00
• Bank of America	1,333.22
• Marthon Fleet	1,375.66
• Coastal network Solution	1,500.00
• Purchased of supplies, materials and parts	1,812.21 ^A
• Payment for various services	1,821.00 ^C
• Payroll deductions	3,915.15 ^B
• Other	<u>4,337.91</u> ^D

Total	\$ <u>27,370.13</u>
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W & S Fund

US Water	\$ <u>3,942.43</u>
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Capital Project

Weekley Asphalt	\$ <u>118,633.40</u>
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AP Check Register Report
City Of South Bay (CSBFND)

5/5/2017 11:54:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
002		WEEKLY ASPHALT PAVIN WEEKLEY ASPHALT PAVING, INC.	5/5/2017	118,633.40
Non-Electronic Transactions:				118,633.40
Total Transactions:				118,633.40

AP Check Register Report

City Of South Bay (CSBFND)

5/1/2017 4:18:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17	US WATER	U.S. WATER SERVICES CORPORATION	5/1/2017	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43

AP Check Register Report

City Of South Bay (CSBFND)

5/1/2017 1:14:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
9886	AFLAC	AFLAC	5/1/2017	2,022.16	B
9887	ALLY	ALLY	5/1/2017	502.52	D
9888	BANK OF AMERICA, NA	BANK OF AMERICA	5/1/2017	1,333.22	
9889	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESale	5/1/2017	215.33	A
9890	CLARKE	CLARKE	5/1/2017	1,749.00	
9891	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	5/1/2017	1,500.00	
9892	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	5/1/2017	113.50	B
9893	COMCAST	COMCAST	5/1/2017	164.85	
9894	DELTACOM 1058	EARTHLINK	5/1/2017	1,256.82	
9895	EVERGLADES FARM EQU	EVERGLADES FARM EQUIPMENT	5/1/2017	225.15	A
9896	FPHRA	FPHRA	5/1/2017	500.00	D
9897	GLADES ALTERNATOR	GLADES ALTERNATOR	5/1/2017	100.00	A
9898	IAMAW	IAMAW	5/1/2017	324.72	B
9899	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	5/1/2017	84.07	A
9900	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	5/1/2017	180.00	C
9901	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	5/1/2017	499.64	B
9902	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	5/1/2017	179.69	D
9903	WALMART COMMUNITY	WAL-MART COMMUNITY	5/1/2017	34.28	B
				Non-Electronic Transactions:	10,984.95
				Total Transactions:	10,984.95

AP Immediate Check Register Report

City Of South Bay (CSBFND)

5/3/2017 11:14:06 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9904	ST. JOHN 1ST MISSIONAF	ST. JOHN 1ST MISSIONARY BAPTIST CHURCH	5/3/2017	200.00
9905	SAM KING CATERING	SAM KING CATERING	5/3/2017	500.00
9906	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	5/3/2017	300.00
9907	URBAN LEAGUE OF BROV	URBAN LEAGUE OF BROWARD COUNTY, INC	5/3/2017	265.00
Totals:			Total Transactions:	1,265.00

AP Check Register Report

City Of South Bay (CSBFND)

5/5/2017 11:30:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
9908	ALPHA KAPA PSI	ALPHA KAPPA PSI	5/5/2017	247.50	D
9909	BROOKER GLASS CO	BROOKER GLASS CO.	5/5/2017	121.00	C
9910	BUSINESS INFO. SYS.	BUSINESS INFO. SYS.	5/5/2017	1,130.00	+
9911	EVERGLADES TRADING	EVERGLADES TRADING	5/5/2017	16.50	A
9913	FPL	FPL	5/5/2017	6,395.45	
9914	ICMA MEMBERSHIP RENE	ICMA	5/5/2017	863.20	D
9915	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	5/5/2017	390.00	C
9916	LEGAL SHIELD	PRE PAID LEGAL SERVICES INC	5/5/2017	25.90	B
9917	LIBERTY NATIONAL	LIBERTY NATIONAL	5/5/2017	752.95	B
9918	MARTHON FLEET	WEX BANK	5/5/2017	1,375.66	
9919	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	5/5/2017	176.28	B
9920	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	5/5/2017	280.00	D
9921	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	5/5/2017	1,708.89	
9922	PERFORMANCE NAPA	PERFORMANCE NAPA	5/5/2017	24.90	A
9923	ROBBIE TIRE	ROBBIE TIRE	5/5/2017	15.00	+
9924	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	5/5/2017	500.00	D
9925	STITCH WORK PLUS	STITCH WORK PLUS	5/5/2017	1,096.98	A
Non-Electronic Transactions:				15,120.21	
Total Transactions:				15,120.21	