



***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, JULY 17 2018
7:00 P.M.***

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

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION, MANNER AND TIME

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

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

APPEALS

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

DECORUM

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

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
JULY 17, 2018 @ 6:30 P.M.**

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Agenda – July 17, 2018**
- 4. ADJOURNMENT**

***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, ACCEPTING THE TWELFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 30-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE DONATION AND TRANSFER OF OWNERSHIP OF A VEHICLE FROM UNITED STATES SUGAR CORPORATION TO THE CITY OF SOUTH BAY FOR USE IN THE CITY'S PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION 31-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION 32-2018

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, 2017 AND ENDING SEPTEMBER 30, 2018; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

6e. RESOLUTION 33-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; 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 – August 7, 2018

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
City Workshop
June 05, 2018

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on June 05, 2018 at 6:30 p.m.

Present:

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

Staff:

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

Mayor Kyles opened the meeting with discussion of the consent agenda, item 3a South Bay Park of Commerce.

Mayor Kyles introduced a letter from Melissa McKinley, dated May 16, 2018, in regards to the industrial park. He stated the letter referenced concerns with the area 5 year plan and the infrastructure.

The City Manager specifically referenced Resolution 09-2018, section 3 relating to Economic Development's primary concern's: *(full discussion/recording available through the City Clerk's Office)*

- The creation of an Economic Development Agreement related to the property that will benefit the overall welfare of the city.
- Economic Development for the City of South Bay shall be the primary focus of all negotiations
- Development shall be reasonably similar to the conceptual plans submitted and completed within a 5 year period
- All development shall comply with the current zoning; uses currently permitted (no farming permitted)
- Negotiations shall require specific considerations and contract provisions for job creation and job training of local South Bay residents.
- A requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces.
- That payments shall be made for the property for not less than the fair market value as last appraised by the city.

The City Manager stated that the city was now considered AE flood zone, which impacts the property and some development may not be able to occur. He identified "those" issues addressed by Melissa McKinely's Office, as they related to US Army Corp of Engineers regarding the Dike; FEMA relating to flood insurance rate maps; engineering relating to road development. He stated there were some things the developers would have to consider when developing.

The City Attorney stated, there were conversations with the entity, which were successful and now the city was at a point where issues were being raised; issues that were known prior to the time that the discussions took place. She wasn't sure it was in the best interest of the city to continually push out the deadline when the issues were known prior to bids being placed. *(full discussion/recording available through the city clerk's office)*

Mayor Kyles allowed discussion from representatives with the County and South Florida Logistical Holdings, LLC in reference to the plans for the Park of Commerce project.

Commissioner Berry requested to hear from South Florida Logistical Holdings LLC. South Florida Logistical Holdings representative Clifford Hertz He wanted to research the county's ethics ordinance as it relates to elected officials code of silence during negotiations; and if there was an exception of the code of silence relating to discussions at a public meeting *(full discussion/recording through the City Clerk's Office)*

Mayor Kyles requested to hear from the county. Deputy Director Sherri Howard, with Palm Beach County Housing and Economic Sustainability. Ms. Howard stated, the county's goal in this process was the Inland Logistic Center, relating to an important employment center for the Glades. She referenced the county, letter, wanted to provide the city with the best information from each of the organizations (Army Core, FEMA and County's Engineering Department).

Commissioner Berry noted sections of the letter, written May 16, 2018, referred to the restoration of Herbert Hoover Dike. Ms. Howard stated once the restoration of the dike is concluded then FEMA could go in and certify the flood maps, as it relates to higher cost of elevation being achieved in order to move forward with new development. Ms. Howard stated "Nine Feet" was the elevation which should be achieved now Once the dike is completed those elevations could be reduced significantly.

Clifford Hertz, representing South Florida Logistical Holding LLC, stated there is an exception to the code for anything occurring at a public meeting. He stated, Mr. Jackson would speak on behalf of the RFP awardees. Mr. Hertz alluded to the section relating to the county code of silence, for the record, "Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance" and Sub-Section B, relating to oral communication at any public proceedings including pre-bid conference, oral presentations before selection committee, and contract negotiations at any public meeting.

Mr. Jackson commented the desire to purchase the land. He stated, no commitment or verbiage during the bid process. However the specified the time came after the process. He said, in order to respond to a document that was not inclusive, as it relates to time, was like agreeing to a process which wasn't clearly defined. He stated, "if all of the information was clear and known, the conversations could have been", relate to the process being proposed at that Point. He said, the commitment was still there

and the willingness to do a lot of the preliminary work in advance of the 5 year period, once the contract was entered into. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles asserted the industrial park had been sitting in the City of South Bay since 1997; South Florida Logistical Center LLC was committed to build an industrial park and move forward with the purchase of the property. He asked the commission for their feedback on the matter, with expectations the city would be able to move forward on the particular resolution, relating to the sale of the property.

Vice-Mayor Wilson stated due to the size of the property it was nearly impossible for a project to be completed within 5 years. However, it should not take 10 years.

Commissioner McKelvin asked if the building had to completed in 5 years or the conceptual planning within the 5 year period.

The City Attorney referenced the letter from the county, stating the estimated date for the FEMA completion update would be in 2022. She said the city was looking at 4 years before the company would say they would be doing anything. She said, if the estimated date is 2022, relating to FEMA, the city may have company willing to put the right elevation in, if FEMA did nothing. She expressed (1) if the commission approved with bringing back something, relating to the industrial park, she would not know what to bring back because it would be at least 4 years for them to be in a position to draft up plans; (2) the city would probably want to think of what would tie up the land; (3) have something in place which would not obligate the city; (4) at some point notice if nothing had been done; (5) no plans submitted then the city would have the ability to back out.

Mayor Kyles announced the commission would continue discussion at the regular meeting.

Mayor Kyles adjourned the city workshop at 7:02 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

City of South Bay
Regular City Meeting
June 05, 2018

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on June 05, 2018 at 7:02 p.m.

Present:

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

Staff:

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

Mayor Kyles called for any voting conflicts; Commissioner McKelvin stated that he had a conflict relating to Resolution 25-2018 due to his affiliation of the organization "Preparing Tomorrow's Leader Today, Inc." He completed the conflict of interest form 1B for the record.

Presentations/Proclamations

A presentation relating to an update on Lakeside Medical was given by Health Care District CEO, Darcy Davis. The following slides were presented to the commission: *(full recording/discussion available through the City Clerk's Office)*

- Expanding Access to quality Health Care in the Glades
- Your Presenters... (names)
- Committed to keeping the Glades Healthy
- Board of Commissioners
- Lakeside Medical Advisory Board
- About Lakeside Medical Center
- By the Numbers...
- Accomplishments, Investments and Improvements
- Initiatives
- Strategic Plans to enhance services
- Here to Stay
- Strengthening the Health Safety net for Palm Beach County
- Community Input
- Questions

Mayor Kyles approved the proclamation proclaiming "A Day of Compilation of Baptist Churches throughout South Florida", especially in the Glades Area. The City Clerk read the proclamation for the record.

Mayor Kyles continued discussion relating to Resolution 09-2018 Industrial Park. He requested to hear from Mayor Melissa McKinley.

Mayor McKinley stated, the issue relating to the Industrial Park was a major component in the Glades Regional Master Plan, which actually won a national award. She stated there were three issues relating to the way the contract was written, (1) issue related to the project being open and operational within 5 years; which was surrounded by the reconstruction of the Herbert Hoover Dike, without the completion of the dike the city would still be sitting on new FEMA flood zone. (2) Issues with the alignment of the road which would take some time on the County's part. (3) The FEMA issue and the Army Corp of Engineers issue on the Herbert Hoover Dike. She said the city looking at the completion date for the Herbert Hoover Dike in 2022, after which FEMA would have to come in and re-do the flood maps taking it out of the flood zone. If it was not taken out of the flood zone, then the city would have to look into increasing property to 18 feet that was 6-9 of fill on the property. She stated "to be operational in 5 years was impossible. She support the city should have something that holds the firm to the timeline. She supports the commission decision for their revisions of the contract. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner Berry made a motion to direct staff to continue discussion with South Florida Logistical Holdings LLC. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

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

Kina Phillips made a public comment relating to hurricane preparation for the residents within the City.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of May 15, 2018 city workshop and regular city meeting minutes, with corrections made by Commissioner Berry. The motion to approve the consent agenda was made by Commissioner Berry and seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Resolution

Commissioner Barnard made a motion to approve Resolution 24-2018, a resolution of the City Commission of the City of South Bay, Florida, approving an employee time clock policy for inclusion in the city's employee handbook; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Commissioner Barnard made a motion to approve Resolution 25-2018, a resolution of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and preparing tomorrow's leaders today Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

Vice-Mayor Wilson made a motion to approve Resolution 26-2018, a resolution of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and Kings Tutoring & Mentoring Foundation, Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was Commissioner McKelvin, no; Commissioner Barnard, yes; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

Commissioner McKelvin made a motion to approve Resolution 27-2018, a resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and Gulf Stream Council of Boy Scouts of America, Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

Vice-Mayor Wilson made a motion to approve Resolution 28, 2018, a resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached statewide mutual aid agreement for the reimbursement of Hurricane Irma related expenses; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

City Clerk Report

The City Clerk stated, the staff was currently working on ways to get more participation with our youth council within the City of South Bay grades (7th through 12th grade). She added possibly working with Christ Fellowship to paint houses in the city. She asked if you know of anyone interested in helping, notify her.

The City Clerk announced the next meeting would be on July 17, 2018, due to the approved cancellation dates June 19th and July 3rd.

City Manager

The City Manager presented the following updates:

- City Parks Modernization - County was trying to find additional funding to assist the city
- State of Financial Emergency - State receiving the final draft of the audit report to close out 2017
- US Sugar delivering a van for the City of South Bay "tomorrow" June 06, 2018 at 10:00 a.m.

Future Agenda Items

Commissioner Barnard made a motion to bring back a resolution that the City Clerk report to the City Manager. The motion seconded by Commissioner Berry. The vote was unanimously approved.

Commissioner Berry made a motion for the Finance Department to prepare a budget schedule for fiscal year 2018-2019. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Commissioner Berry made a motion, for the Finance Department to prepare the budget amendments for 2017-2018. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Commissioners Comments

Commissioner McKelvin thanked all who attended the meeting.

Commissioner Barnard thanked all who attended the meeting; asked all to tell someone to attend the city meetings.

Commissioner Berry thanked all who attended the meeting.

Vice-Mayor Wilson mentioned, Palm Beach County's Ordinance 2015-025 relating to prohibiting anyone to collect money on the side of the road. He stated, the commission supports any organizations that come before the city. He said, the negative comments relating to the commission needs to stop; according to the ordinance the sheriff office has the right to remove anyone soliciting money on the side of the road.

Vice-Mayor Wilson asked everyone to pray for his son, who was currently on life support. He also thanked everyone who attended the meeting.

Mayor Kyles thanked everyone who attended the meeting. He asked everyone to continue to support our city.

Mayor Kyles adjourned the city meeting at 8:55 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

RESOLUTION 29-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE TWELFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter "Sheriff") executed a Law Enforcement Service Agreement effective December 01, 2005; and

WHEREAS, a First Addendum between the parties was effective October 01, 2007; a Second Addendum was effective on October 01, 2008; a Third Addendum was effective on October 01, 2009; a Fourth Addendum was effective on October 01, 2010; a Fifth Addendum was effective October 01, 2010; a Sixth Addendum was effective on October 01, 2011; a Seventh Addendum was effective on October 01, 2012; an Eighth Addendum was effective on October 01, 2013; a Ninth Addendum was effective on October 01, 2014; a Tenth Addendum was effective on October 01, 2016; an Eleventh Addendum was effective on October 01, 2017 for the provision of law enforcement services; and

WHEREAS, the Sheriff is requesting a two (2) percent increase in law enforcement services, which will result in a total increase in the law enforcement budget of Two Hundred Twenty Thousand Eight Hundred Ninety-Five Dollars (\$220,895.00); and

WHEREAS, City Manager is recommending the Sheriff's requested law enforcement increase.

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. Acceptance of Twelfth Addendum; Authorization of City Manager. The City Commission of the City of South Bay ("City Commission") hereby accepts the Twelfth Addendum to the Law Enforcement Service Agreement and authorizes the City Manager to execute the same, hereby attached as Exhibit "A".

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

PASSED and ADOPTED this 17th day of July, 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

TWELFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Twelfth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as "City"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The City and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, and an Eleventh Addendum effective October 01, 2017, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the fourth year of the current renewed contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2018 through September 30, 2019, as follows: The total cost of personnel and equipment shall be \$184,555.00. Monthly payments shall be \$15,379.58. The last monthly payment shall be \$15,379.62.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: _____

Title: _____

Witness: _____
Eric Coleman, Major

Witness: _____

DATE: _____

DATE: _____

RESOLUTION NO. 30-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE DONATION AND TRANSFER OF OWNERSHIP OF A VEHICLE FROM UNITED STATES SUGAR CORPORATION TO THE CITY OF SOUTH BAY FOR USE IN THE CITY'S PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, United States Sugar Corporation desires to donate a 2012 Chevrolet Van, Model E25P, Vehicle Identification Number 1GAWGPFA6C1179280 to the City of South Bay ("City") for use in the City's Parks and Recreation Department; and

WHEREAS, Enterprise Fleet Management, Inc. has been assigned by United States Sugar Corporation to assist with the transfer of title to said vehicle; and

WHEREAS, City Commission of the City of South Bay desires to accept the donation of the 2012 specified van as in the best interests of the City and its residents.

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

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

Section 2. Approval of Donation and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the transfer of ownership of a 2012 Chevrolet Van, Model E25P, Vehicle Identification Number 1GAWGPFA6C1179280, to the City as a donation to be used for the City's Parks and Recreation Department as set forth in attached Exhibit "A". The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 17th day of July 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



May 25, 2018

5105 Johnson Road
Coconut Creek, FL 33073
TEL (954) 354-5400
FAX (877) 377-5119

Thank you for buying your vehicle through Enterprise Fleet Management. Attached are all of the documents needed for you to sign and MAIL back to my attention.

Seller makes no representations or warranties of any kind, express or implied, with respect to the vehicle(s), including, without limitation, any representations or warranties as to merchantability or fitness for any particular purpose, it being agreed that all such risks are to be borne by the purchaser.

The vehicle(s) is (are) being sold to Purchaser "AS IS" with all faults.

All sales, use and other taxes and fees imposed upon or in connection with the sale purchase, licensing, titling and/or registration of the Vehicles (s) shall be the responsibility of Purchaser and Purchaser shall either pay the same directly (if permitted by applicable law) or reimburse Seller upon demand if Seller is required to pay the same.

Notice is hereby given that all of Enterprise Leasing Company (South Florida) (ERAC) rights (but not its obligations) to sell this vehicle have been assigned to Enterprise Fleet Management Exchange, South Florida) pursuant to the Master Exchange Agreement between ERAC and Enterprise Fleet Management Exchange, Inc.(South Florida).

Please send a cashier's check made payable to:
ENTERPRISE FM EXCHANGE, INC.

**THE ENCLOSED DOCUMENTS ARE REQUIRED AND SHOULD BE SENT WITH
THE PAYOFF CHECK BY 5/31/2018 TO AVOID DELAYS IN RELEASE OF THE TITLE.**

Please do not hesitate to call me with any questions!

Thank you,

Michele Jones

MICHELE JONES
Fleet Management Coordinator
Enterprise Fleet Management Inc.
954-354-5419
michele.jones@efleets.com



Vendor: 20000 Enterprise FM Exchange Inc. Check: 3027716 Date: 06/01/2018 Page No 1

DESCRIPTION	INV DATE	GROSS AMOUNT	DISCOUNT AMT	NET AMOUNT
101392364 ENTERPRISE FM EX USSC	05/30/2018	471.07	0.00	471.07
TOTALS		471.07	0.00	471.07

United States Sugar Corporation

United States Sugar Corporation

DETACH ALONG PERFORATION

DETACH ALONG PERFORATION

THIS CHECK IS VOID IF A GREEN BACKGROUND IS ABSENT

United States Sugar Corporation
111 Ponce de Leon Avenue
Clewiston, FL 33440

WELLS FARGO BANK, N.A.
MINNEAPOLIS, MN

Check: 3027716 64-975
Date: 06/01/2018 612
Void After 180 Days

*****471.07*

PAY: FOUR HUNDRED SEVENTY-ONE USD and 07/100 Dollars

TO
THE
ORDER
OF
Enterprise FM Exchange Inc.
5105 Johnson Road
Coconut Creek FL 33073

Claine Wood

VOID IF OVER *****471.07*



41 ENTERPRISE FLEET MANAGEMENT
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

BILL OF SALE

DATE 5/25/2018

THE CITY OF SOUTH BAY
Attn: Leandrae Camel
335 SW 2nd Avenue
South Bay FL 33493

Mileage:
Phone:

UNIT # US6C48 DESCRIPTION 2012 CHEV E25P

S	1.00	SERIAL #	1GAWGPFA6C1179280
S	1.00	PRICE	
S	0.07	TAXABLE SUB TOTAL	
S	470.00	SALES TAX	7.00% STATE: FL
S	-	LICENSE/TITLE	
S	-	DOCUMENTARY FEE	
\$	471.07	AMOUNT DUE ON DELIVERY	

Please make check payable to:
Enterprise FM Exchange Inc.

SPECIAL PROVISIONS ** LICENSE FEES INCURRED IN EXCESS OF AMOUNTS
CHARGED WILL BE BILLED TO PURCHASER.**

CAR SOLD IS AS IS, NO WARRANTY APPLIES

APPROVED
ENTERPRISE FLEET MANAGEMENT

SELLER

DATE

5/25/18

SIGNED
THE CITY OF SOUTH BAY

PURCHASER

DATE

5/25/18

Enterprise Fleet Management, Inc., Enterprise FM Trust and EC Sales, LLC do hereby transfer, set over and assign all of its rights (but not its obligations) to sell the vehicle(s) described herein to Enterprise Fleet Management Exchange, Inc. pursuant to the Master Exchange Agreement between Enterprise Fleet Management, Inc., Enterprise FM Trust and EC Sales, LLC and Enterprise Fleet Management Exchange, Inc. Notice is hereby given that all of Enterprise Fleet Management, Inc., Enterprise FM Trust and EC Sales, LLC rights (but not its obligations) to sell the vehicle(s) have been assigned to Enterprise Fleet Management Exchange, Inc. pursuant to the Master Exchange Agreement between Enterprise Fleet Management, Inc., Enterprise FM Trust and EC Sales, LLC and Enterprise Fleet Management Exchange, Inc.

Payments for the vehicle(s) are to be made payable to "Enterprise Fleet Management Exchange, Inc."

Buyer is responsible for obtaining any necessary insurance coverage on the purchased vehicle. Any coverage maintained by seller does not transfer with the purchased vehicle.

The vehicle is sold "As is - not expressly warranted or guaranteed" with All Faults.

BUYER UNDERSTANDS THAT THIS VEHICLE IS BEING SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED WITH ALL FAULTS AND IS NOT COVERED BY DEALER WARRANTIES. I UNDERSTAND THAT THE SELLER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER BUYER BUYS THIS VEHICLE AND BUYER WILL HAVE TO PAY FOR REPAIRS THIS VEHICLE WILL NEED."

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.


I, ENTERPRISE FLEET MANAGEMENT INC STATE THAT
TRANSFEROR'S NAME-SELLER PRINT


THE ODOMETER NOW READS 46,166 MILES AND TO THE
ODOMETER READINGS (NO TENTHS)

BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

- ☐ (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- ☐ (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING-ODOMETER DISCREPANCY
- ☐ (3) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE VEHICLE DESCRIBED BELOW DOES NOT HAVE AN AIR BAG ON OR OFF SWITCH WHICH HAS BEEN INSTALLED BY SOMEONE OTHER THAN THE VEHICLE MANUFACTURER AND ANY EXISTING AIR BAG HAS NOT BEEN DEACTIVATED.

MAKE CHEV	MODEL E25P	BODY TYPE LS
VEHICLE IDENTIFICATION NO. 1GAWGPF6C1179280	YEAR 2012	DEALER STOCK NO.

TRANSFEROR'S SIGNATURE (SELLER) 	PRINTED NAME MICHELE JONES	
TRANSFEROR'S STREET ADDRESS (SELLER) 5105 JOHNSON ROAD		
(CITY) COCONUT CREEK	(STATE) FL	(ZIP CODE) 33073
DATE OF STATEMENT 5/25/18		

TRANSFEREE'S SIGNATURE (BUYER) 	PRINTED NAME LEONDRAE D. CAMEL	
TRANSFEREE'S NAME (BUYER) THE CITY OF SOUTH BAY		
TRANSFEREE'S STREET ADDRESS (BUYER) 335 SW 2nd Avenue		
(CITY) South Bay FL	(STATE) FL	(ZIP CODE) 33493

STATE OF FLORIDA
DIVISION OF MOTOR VEHICLES
2900 Apalachee Parkway Neil Kirkman Building
Tallahassee, Florida 32399

POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

I hereby name and appoint, _____, to be my lawful
(Full Legibly Printed Name is Required)

attorney-in-fact, to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

CHECK ONE: ☒ Motor Vehicle ☐ Mobile Home ☐ Vessel

Year 2012	Make/Manufacturer CHEV	Body Type LS	Title Number
Vessel/Vehicle Identification Number 1GAWGPF66C1179280			

NOTICE TO OWNER: COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.



(Signature of Owner / Co-owner "Grantor")

LEONDRAE D. CAHEL

(Legibly Printed Name of Owner / Co-owner "Grantor")

335 SW 2nd Avenue

Street Address of Owner / Co-owner (Grantor)

South Bay FL 33493

City

State

59-6000429

Zip
N/A

Driver License Number or FEID Number

Date of Birth, if applicable

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney in fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity to (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when.

- (a) the title is physically being held by the lienholder; or
(b) the title is lost

NOTE: A licensed dealer and his employees are considered a single entity.

CERTIFICATION OF AIR POLLUTION CONTROL DEVICES AND SYSTEMS
(For sales, leases or transfers of title by licensed motor vehicle dealers)

Florida law prohibits the operation, sale, lease or transfer of title of any automobile or light-duty truck (1975 or newer, 10,000 pounds gross vehicle weight or less) that has been tampered with. "tampering" means that the dismantling, removal, or rendering ineffective of any air pollution control devices or system which has been installed on a motor vehicle by the vehicle manufacturer except to replace such device or system with a device or system with a device or system equivalent in design and function to the part that was original installed on the motor vehicle (316.2935, F.S.).

As a motor vehicle dealer licensed to conduct business in the state of Florida, I hereby certify that the following air pollution emission control devices and system of this vehicle, if installed by the vehicle manufacturer or importer, have not been tampered with by me or by my agents, employee's, of other representatives:

1975 - 1980 Model Years:

Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap

1981 or Newer Model Year:



Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap
Exhaust gas Recirculation System (EGR)
Air pump and/or Air Injection System (AIS)
Fuel Evaporative Emissions System (EVP)

I also hereby certify that I or persons under my supervision have inspected this motor vehicle and, based on said inspection, have determined that the above-listed air pollution control devices and systems, if installed by the vehicle manufacturer or importer, are in place and appear properly connected and undamaged as determined by visual observation.

This certification shall not be deemed or construed as a warranty that any air pollution control device or system of the vehicle is in functional condition, nor does the execution or delivery of this certification create by itself grounds for a cause of actions between the parties to this transaction.

Vehicle Identification:

YEAR: 2012 MAKE: CHEV
MODEL: E25P VIN: 1GAWGPFA6C1179280
DATE: 5/25/18

Dealership Name: ENTERPRISE FLEET MANAGEMENT INC.
Seller/Transferor Printed Name: MICHELE JONES
Seller/Transferor Signature: 
Purchaser/Transferee Printed Name: THE CITY OF SOUTH BAY
Purchaser/Transferee Signature: 



BUYER'S GUIDE

2012	CHEV	E25P	IGAWGPFA6C1179280
YEAR	MAKE	MODEL	VIN NUMBER
US6C48	THE CITY OF SOUTH BAY		
UNIT NUMBER	BUYER'S NAME		

THIS VEHICLE MAY NO LONGER BE COVERED BY THE MANUFACTURER'S WARRANTY.

☐ EXTENDED WARRANTY

Purchaser elects to purchase additional coverage on this vehicle. Listed below are the terms and coverage:

This vehicle will be covered for _____ months, and _____ additional miles from the date of delivery. The cost of this coverage is _____ and will be paid by lessee at time of delivery or included in lease rate. See EMRP form for coverage, deductibles, & dealer obligations.

☒ AS IS - NO WARRANTY

PURCHASER WILL PAY ALL COSTS FOR ANY REPAIRS. Enterprise assumes no responsibility for any repairs regardless of any oral statements about this vehicle.

I acknowledge:

1. Enterprise has explained the details of this used vehicle sale.
2. A complete safety inspection has been done by a 3rd party mechanic and necessary repairs and maintenance have been performed.
3. I have either elected to purchase extended warranty coverage, or cover expenses myself.
4. I consider this agreement to be legal and binding.



BUYER'S SIGNATURE

5/25/18

DATE



ENTERPRISE SIGNATURE

www.nhs.uk.gov.uk/nices

OWNER / APPLICANT INFORMATION										
Customer Number	Do you want the certificate of title to remain electronic? <input type="checkbox"/> yes <input type="checkbox"/> no		Owner Are you a Florida resident? <input type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input type="checkbox"/> no				Co-Owner <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no		Unit Number	Fleet Number

Owner's Name As it Appears on Driver License (First, Full Middle/ Maiden, & Last Name)	Owner's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suffix #
CITY OF SOUTH BAY				59-6000429

Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden & Last Name)	Co-Owner's/Lessee's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suffix #
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Owner's Mailing Address(Mandatory)	City	State	Zip
335 SW 2ND AVENUE	SOUTH BAY	FL	33493

Co-Owner/Lessee's Mailing Address (Mandatory)	City	State	Zip
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Owner's/Lessee's Physical Street Address in Florida (Mandatory)	City	State	Zip
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Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots.	City	State	Zip
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Mail To Customer Name (if different from Above Owner)	Mail To Customer's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suff. #
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Mail To Customer Address (If different from Above Mailing Address)	City	State	Zip
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2	MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION
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Vehicle/Vessel Identification Number	Make/Manufacturer	Year	Body	Color	Florida Title Number
1GAWGPPFA6C1179280	CHEV	2012		WHT	

Inventory State of Issue	License Plate or Vessel Registration Number	Weight	Length Ft. In	B-H/P/C	GW/L/C	VAN USE, IF APPLICABLE <input type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER
--------------------------	---	--------	------------------	---------	--------	---

TYPE			HULL MATERIAL		PROPULSION		FUEL	"DRAFT OF VESSEL" <i>(The depth of water a vessel draws)</i>
<input type="checkbox"/> Open Motorboat	<input type="checkbox"/> Houseboat	<input type="checkbox"/> Personal Watercraft	<input type="checkbox"/> Wood	<input type="checkbox"/> Aluminum	<input type="checkbox"/> Outboard	<input type="checkbox"/> Sail	<input type="checkbox"/> Gas	FT. _____ IN. _____ *For all vessels 26' or more in length and all sailboats
<input type="checkbox"/> Cabin Motorboat	<input type="checkbox"/> Pontoon	<input type="checkbox"/> Canoe	<input type="checkbox"/> Fiberglass	<input type="checkbox"/> Steel	<input type="checkbox"/> Inboard	<input type="checkbox"/> Air Propelled	<input type="checkbox"/> Diesel	
<input type="checkbox"/> Auxiliary Sailboat	<input type="checkbox"/> Airboat	<input type="checkbox"/> Other _____	<input type="checkbox"/> Wood/Fiberglass		<input type="checkbox"/> Inboard/Outboard		<input type="checkbox"/> Electric	
<input type="checkbox"/> Inflatable	<input type="checkbox"/> Sailboat	Specify _____	<input type="checkbox"/> Other _____	Specify _____	<input type="checkbox"/> Other _____	Specify _____	<input type="checkbox"/> Other _____	

<input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Government <input type="checkbox"/> Commercial Sponge			PREVIOUS OUT-OF-STATE REGISTRATION NUMBER.
<input type="checkbox"/> Dealer/Mand <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Commercial Live Bait <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Other _____			
<input type="checkbox"/> Exempt <input type="checkbox"/> Hire (Livory) <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Spiny Lobster			

☐ U.S. Coast Guard Release From Documentation Form, or ☐ Copy of Canceled Documentation Papers

BRANDS, USAGE AND TYPE (Check Applicable Boxes)					
<input type="checkbox"/> OTHER TERMITE	<input type="checkbox"/> TERMITE	<input type="checkbox"/> TERMITE	<input type="checkbox"/> TERMITE	<input type="checkbox"/> TERMITE	<input type="checkbox"/> TERMITE

<input type="checkbox"/> SHORT TERM LEASE	<input type="checkbox"/> LONG TERM LEASE	<input type="checkbox"/> RESUILT	<input type="checkbox"/> POLICE VEHICLE	<input type="checkbox"/> PRIVATE USE	<input type="checkbox"/> TAXI CAB	<input type="checkbox"/> FLOOD VEHICLE	<input type="checkbox"/> JULEY VEHICLE
<input type="checkbox"/> ASSEMBLED FROM PARTS	<input type="checkbox"/> REFLICA	<input type="checkbox"/> K T CAR	<input type="checkbox"/> GLIDER KIT	<input type="checkbox"/> MANUFACTURER S BUY BACK	<input type="checkbox"/> AUTONOMOUS VEHICLE	<input type="checkbox"/> ELECTRIC VEHICLE	

		LIENHOLDER INFORMATION	
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CHECK ONE ☐ FEEL CUSTOMER ☐ FEEL # ☐ DL # and Sex and Date of Birth ☐ DMV Account # ☐ Date of Lien ☐ Lienholder's Name

Leinhardt's Email Address	Leinhardt's Address	City	State	Zip
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If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign. (Does not apply to warranty). If box is not checked, title will be mailed to the first owner. (Exception: All Lienholders must countersign.)

TRANSFER TYPE

OWNERSHIP HAS TRANSFERRED		HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?		TRANSFER TYPE	
<input type="checkbox"/> SALE	<input type="checkbox"/> GIFT	<input type="checkbox"/> REPOSSESSION	<input type="checkbox"/> COURT ORDER	<input type="checkbox"/> OTHER (SPECIFY)	DATE ACQUIRED / /

ODOMETER DECLARATION

WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS , . JOE KIRKPATRICK'S DATE READ / / AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING IS

☐ 1 REFLECTS ACTUAL MILEAGE ☐ 2 IS IN EXCESS OF ITS MECHANICAL MILEAGE ☐ 3 IS NOT THE ACTUAL MILEAGE.

DEALER SALES TAX, MERCH. AND VEHICLE TRADE-IN INFORMATION IS PROVIDED BY THE DEALER.

DEALER SALES TAXING ON AND VEHICLE - TRAILER INFORMATION (IF APPLICABLE)					
CRIDA SALES TAX REGISTRATION NUMBER	DATE OF SALE	NET SELLING PRICE	DEALER LICENSE NUMBER	AMOUNT OF TAX	DEALER / AGENT SIGNATURE

AR OF TRADE IN	MAKE OF TRADE IN	TITLE NUMBER OF TRADE IN (IF KNOWN)	VEHICLE IDENTIFICATION NUMBER OF TRADE IN
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www.ifi.or.at

8 MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1938) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES INCLUDING TRAILERS (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be

(Vehicle Identification Number)

DATE

SIGNATURE

PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name

Badge # or Florida Dealer #

Notary Stamp or Seal

FL DMV/Tax Collector Employee

Florida Compliance Examiner/Inspector Badge or -ID Number

COMMISSIONED NAME OF FLORIDA NOTARY

NOTARY'S SIGNATURE

(Print, Type or Stamp)

9 SALES TAX EXEMPTION CERTIFICATION

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES BY:

☐ PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE

CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER

☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

SALES TAX REGISTRATION NUMBER

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: ☐ INHERITANCE ☐ GIFT

☐ DIVORCE DECREE ☐ TRANSFER BETWEEN HUSBAND AND WIFE ☐ EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

☐ OTHER: (EXPLAIN)

10 REPOSSESSION DECLARATION

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION

☐ (VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED

☐ I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION)

☐ I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED

11 NON-USE AND OTHER CERTIFICATIONS

CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED

☐ THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED

☐ OTHER: (EXPLAIN)

12 APPLICATION ATTESTMENT AND SIGNATURES

I HAVE PHYSICALLY INSPECTED THE ODOMETER/MILE AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

[Signature] 5/25/18
SIGNATURE OF APPLICANT (OWNER) Date

SIGNATURE OF APPLICANT (CO-OWNER)

Date

13 RELEASE OF SPOUSE OR HEIR'S INTEREST

The undersigned person(s) state(s) as follows: That _____ died on _____
(Name of Deceased) (Date)

☐ testate (with a will)

☐ intestate (without a will) and left the surviving heir(s) named below

☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(More than one form HSMV 82040 may be used for additional signatures.)

Print or Type Name of Spouse, Co-owner or Heir(s)

Signature of Spouse, Co-owner or Heir(s)

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her right, title, interest and claim as heir(s) or law legatee(s) or devisee(s) or otherwise to the aforesaid motor vehicle, mobile home or vessel.

Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/taxifiles>
www.flhsmv.gov

Please enclose a copy of your valid insurance card, or insurance policy/certificate.

Complete the insurance affidavit below.

Insurance Affidavit

Under Penalty, I THE CITY OF SOUTH BAY
Name of Insured

do hereby certify that I have Full Coverage
FULL COVERAGE - Personal Injury Protection, Property Damage Liability and Bodily Injury Liability

Insurance currently in effect with Florida Municipal Insurance Trust
Company Name

Under Policy Number FMIT 0553

On the following described vehicle:

Vehicle Identification Number: 1GAWGPF6C1179280

Year of Vehicle: 2012 Make of vehicle: CHEV

Signature of the insured [Signature]

Warning: Giving false information in order to obtain a vehicle registration certificate is a criminal offense under Florida law, anyone giving false information on this affidavit is subject to prosecution.

Pursuant to S. 320.02 F.G.

RESOLUTION NO. 31-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, the City of South Bay ("City") submitted a grant application for the Neighborhood Engagement and Transformation Grant, which consists of procurement of items for a "Community Day" event that will promote unity, economic growth, cultural diversity and local leadership, hereinafter referred to as the "Community Festival Project"; and

WHEREAS, Palm Beach County has selected the City's "Community Festival Project" to receive funding for implementation; and

WHEREAS, Palm Beach County desires to provide the City an amount not to exceed Ten Thousand Dollars (\$10,000.00) to help offset expenses toward the City's implementation of its "Community Festival Project"; and

WHEREAS, implementation of the City's "Community Festival Project", serves a public purpose and acceptance of the grant would be in the best interest of the City's residents.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Neighborhood

Engagement and Transformation Grant Agreement attached hereto as Exhibit "A" and to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 17th day of July 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AGREEMENT BETWEEN PALM BEACH COUNTY CITY OF SOUTH BAY FOR THE
COMMUNITY FESTIVAL PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and City of South Bay, a political subdivision of the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, which consist of procurement of items for a Community Day" event that will promote unity, economic growth, cultural diversity and local leadership, hereinafter referred to as the "Community Festival Project"; and

WHEREAS, COUNTY has selected AWARDEE's "Community Festival Project" to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Ten Thousand Dollars (\$10,000) to help offset expenses toward AWARDEE's implementation of its "Community Festival Project"; and

WHEREAS, implementation of AWARDEE's "Community Festival Project", serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit "A", attached hereto and incorporated herein by reference. AWARDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this agreement.

2. COUNTY agrees to fund an amount not to exceed Ten Thousand Dollars (\$10,000) to Awardee for reimbursement of costs related to the "Community Festival Project", hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

3. 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.

4. Awardee hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of Awardee, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the Awardee and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the Awardee and/or registered County vendors indicating that the services or materials were delivered to Awardee's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of Awardee from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Ten Thousand Dollars (\$10,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse Awardee for payment of any sales tax. Awardee is not authorized to use the COUNTY's tax exemption number in securing such materials. Project budget changes in Exhibit A of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the period of this Agreement. Such requests for budget change must be made, in writing by the Awardee to the Director.

5. COUNTY will use its best efforts to provide said funds to Awardee on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by Awardee. Said information shall list each invoice paid by Awardee and shall include the vendor invoice number; invoice date; and the amount paid by Awardee along with the number and date of the respective check and/or proof of payment for said payment. Awardee shall attach a copy of each vendor invoice paid by Awardee along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

13. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

14. Awardee agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Awardee. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that Awardee is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, Awardee shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Awardee, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. If applicable, Awardee shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. Awardee agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

18. Awardee shall require each contractor, vendor or subcontractor hired by Awardee for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;

- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

20. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AWARDEE (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 CONTRACTOR 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 Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.

Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

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

CONTRACTOR 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. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, 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 email at recordsrequest@pbcgov.org or by telephone at 561-355-6680.

22. The COUNTY and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

23. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

24. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

26. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the COUNTY:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

As to Awardee:

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

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. 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 Awardee.

28. 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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Awardee, its officers, agents, employees and lobbyists in order to ensure compliance with contract 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.

29. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017- 1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, 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. Failure to meet this requirement shall be considered default of the Contract.

30. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

WITNESSES:

AWARDEE
(City of South Bay)

Witness Signature

By: _____
Leondrae Camel, City Manager (printed name)

Witness Signature

Leondrae Camel (Signature)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:

City of South Bay

Project Category:

Community Festival

Area Location:

Project will be located in South Bay, FL.

Project Description:

Procurement of items for a "Community Day" event that will promote unity, economic growth, cultural diversity and local leadership.

Equipment to be purchased:

Food
Bounce house
Stage w/towing
Tables
Chairs
Tents
Mobile game station

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and Awardee may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended: \$10,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM**

DATE: _____

CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____

AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMAHEWS@PBCGOCV.ORG OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

FOR FINANCIAL INFORMATION REGARDING YOUR NEAT GRANT PROJECT, PLEASE CALL HARRIETTA
HICKMAN AT 233-5032.

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION
(NEAT) GRANTS PROGRAM
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF SOUTH BAY

PROJECT DESCRIPTION:

Procurement of items for a "Community Day" event that will promote unity, economic growth, cultural diversity and local leadership.

County funds requested: \$ 10,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for City of South Bay a political subdivision of the State of Florida.

INSURANCE NEEDED: YES ☐ No ☐

COMMENTS: _____

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

DATE

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2018, by City of South Bay ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to City of South Bay which consist procurement of items for a Community Day" event that will promote unity, economic growth, cultural diversity and local leadership, hereinafter referred to as the "Community Festival Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of South Bay

Name: Leondrae Camel, City Manager

Signature: _____ Date: _____

RESOLUTION NO. 32-2018

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, 2017 AND ENDING SEPTEMBER 30, 2018; 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 October 3, 2017 to adopt the annual budget for fiscal year 2017-2018; and

WHEREAS, on October 3, 2017, the City Commission adopted Resolution 100-2017 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2017-2018 in the amount of Two Million One Hundred Fifty-Seven Thousand Six Hundred Thirty-Eight Dollars (\$2,157,638.00); and Capital Project Fund estimated total sum of One Million, Three Hundred Sixty-Four Thousand, Eight Hundred Eighty-Five Dollars (\$1,364,885.00); and

WHEREAS, it is necessary to amend the fiscal year 2017-2018 General Fund Budget to recognize an increase in revenue by Two Hundred Twenty Thousand Eight Hundred Ninety-Five Dollars (\$220,895.00), which would represent increases in the various revenues as they are outlined on Budget Amend No. #1; and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: an increase of \$2,000.00 in (101) Legislative Department; and increase of \$24,775.00 in (111) City Manager Department; an increase of \$6,850.00 in (121) City Clerk Department; an increase of \$2,370.00 in (131) Finance Department; an increase of \$5,100.00 in (151) Planning and Zoning Department; an increase of \$153,150.00 in (191) Non-Department; an increase of \$12,300.00 (311) Community Development Department; an increase of \$3,500 (611) Public Safety Department; an increase of \$10,850.00 in (711) Parks and Recreation Department; and

WHEREAS, it is necessary to amend the fiscal year 2017-2018 Capital Project Fund Budget by Twenty-Four Thousand and Five Hundred Twenty-Seven Dollars (\$24,527.00) due to additional work performed on MLK road project and approval by State of Florida, Department of Transportation; and

WHEREAS, the budget amendment is an effective increase of Two Hundred Twenty Thousand and Eight Hundred and Ninety-Five Dollars (\$220,895.00) in General Fund and Twenty Four Thousand and Five Hundred Twenty Seven Dollars (\$24,527.00) 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, 2017 and ending September 30, 2018 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the amount of Two Hundred Twenty Thousand Eight Hundred Ninety-Five Dollars (\$220,895.00), to the General Fund Budget bringing the total amount to Two Million Three Hundred Seventy Eight Thousand Five Hundred Thirty Three Dollars (\$2,378,533.00) and Twenty Four Thousand Five Hundred Twenty Seven Dollars (\$24,527.00) to Capital Project Fund Budget bringing the total budget to One Million Three Hundred Eighty Nine Thousand Four Hundred Twelve Dollars (\$1,389,412.00). 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 17th day of July, 2018.

Joe Kyles, Mayor

Attested:

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Budget Adjustment - GF Fund 001

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

[illegible]

To amend the fiscal year 2017-18 budget for additional estimated revenues from FPL and Waste Management for franchise fees, Building permits, FEMA grant, State of Florida sales taxes, Interest income, Insurance refund, In-Kind contributions for a land and a van received, donations for BayFest, and a decrease in payment in lieu of tax from Palm Beach County Housing Authority due to construction.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Date _____

Date _____

Approved

City Manager

Approved by City Commission

Meeting of

Type of Budget Adjustment

Various Departments Continued

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

[illegible]

To amend travel expenses in Legislative (\$2,000); personnel, travel and auto maintenance in City Manager (\$24,775); personnel, travel and election expenses in City Clerk (\$6,850); personnel in Finance (\$2,370); various operating expenses in Code Enforcement (\$5,100); unemployment, Professional services, auditing, Building maintenance, debris removal during hurricane IRMA, donated properties, and contingencies expense in non departmental (\$153,150); professional services and travel expenses in Community Development (\$12,300); building maintenance in public safety (\$3,500); and personnel and operating gas & oil expenses in Parks & Recreational (\$10,850) Departments.

Approval Request

Department Head

Date _____

Approved as to Availability of Funds

Finance Director

Date _____

Approved

Approved by City Commission

City Manager

Meeting of

Date _____

Budget Adjustment - Capital Project 318

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

Account Description Expense		Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase	Adjusted Budget
Local Street Improvement MLK		318	311	546200	-	-	-	24,527	24,527
		Total Increase			-	-	-	24,527	24,527
Account Description Revenue		Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase	Adjusted Budget
DOT Street Improvement MLK		318	033	334412	-	-	-	24,527	24,527
		Total Increase			-	-	-	24,527	24,527

To amend the Capital Project Fund for additional work performed by Weekely in MLK Blvd. and it was approved by DOT.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Date _____

Date _____

Approved

City Manager

Approved by City Commission
Meeting of

Budget Adjustment - GF 001

Type of Budget Adjustment

Various Departments	Intra-Department Transfer	
	Inter-Department Transfer	
	Supplemental Appropriation	X

Account Description Expenses	Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase (Decrease)	Adjusted Budget
Travel	001	101	540100	8,000	7,112	888	2,000	10,000
Salary	001	111	512100	144,238	122,143	22,095	20,000	164,238
FICA Tax	001	111	521100	10,980	9,234	1,746	1,500	12,480
Travel	001	111	540100	9,000	8,858	142	2,500	11,500
Rep. & Maint - Vehicle	001	111	546500	1,500	1,832	(332)	775	2,275
Salary	001	121	512100	49,595	36,015	13,580	4,000	53,595
FICA Tax	001	121	521100	3,790	2,634	1,156	300	4,090
Medical Examination	001	121	531200	-	300	(300)	300	300
Election Expenses	001	121	534500	5,000	5,487	(487)	500	5,500
Travel	001	121	540100	800	1,984	(1,184)	1,750	2,550
Salary	001	131	512100	123,274	93,209	30,065	2,200	125,474
FICA Tax	001	131	521100	9,430	6,670	2,760	170	9,600
Medical Examination	001	151	531200	-	300	(300)	300	300
Travel	001	151	540100	750	2,754	(2,004)	2,250	3,000
Gas & Oil	001	151	552200	1,100	1,428	(328)	1,400	2,500
Employee Development	001	151	554300	600	1,415	(815)	1,150	1,750
Unemployment	001	191	525100	-	1,552	(1,552)	3,150	3,150
Professional Services	001	191	531300	31,795	25,620	6,175	2,450	34,245
Accounting & Auditing	001	191	532100	31,250	28,760	2,490	(2,450)	28,800
	Total Increase			431,102	357,307	73,795	44,245	475,347

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Date

Date

Date

Approved by City Commission
Meeting of

RESOLUTION NO. 33-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida, on July 17, 2018, adopted a Tentative Millage Rate for the fiscal year 2018-2019 pursuant to Florida Statutes 200.065; and

WHEREAS, the City scheduled its first public hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 11, 2018; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay has been certified by the Palm Beach County Property Appraiser to the City of South Bay as Sixty-Eight Million, Two Hundred Seventy-four Thousand, One Hundred and Nine Dollars (\$68,274,109.00); and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission desires to tentatively adopt a millage rate for Fiscal Year 2018- 2019.

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" paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. **Tentative Millage Rate.** The City Commission of the City of South Bay hereby adopts a tentative millage rate of 6.3089 mills for Fiscal Year 2018-2019, commencing October 1, 2018, through September 30, 2019, which is \$6.30 per \$1,000.00 of taxable property value within the City of South Bay. This millage rate represents a 5.12% increase over the rollback rate of 6.0016 mills.

Section 3. Public Hearing. The second and final public hearing on the budget is set September 25, 2018, at 7:00 p.m., in the Commission Chambers at City Hall, 335 SW 2nd Avenue, South Bay, Florida.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 17th day of July 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)[Print Form](#)

DR-420

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2018	County: PALM BEACH
Principal Authority: South Bay	Taxing Authority: South Bay

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	55,213,390	(1)
2.	Current year taxable value of personal property for operating purposes	\$	10,977,886	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	2,082,833	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	68,274,109	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	977,348	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	67,296,761	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	64,018,550	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(9)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:	Date:	
	Electronically Certified by Property Appraiser	6/27/2018 8:36 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	6.3089	per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	403,887	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	403,887	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	67,296,761	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	6.0016	per \$1000	(16)
17.	Current year proposed operating millage rate	6.3089	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	430,735	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>DEPENDENT SPECIAL DISTRICTS AND MSTUs</div> <div style="border: 2px solid black; padding: 2px; font-weight: bold;">STOP</div> <div>STOP HERE - SIGN AND SUBMIT</div> </div>				
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	403,887	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	6.0016	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	409,754	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	430,735	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	6.3089	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		5.12 %	(27)
First public budget hearing		Date :	Time :	Place :
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Leondrae Camel, CITY MANAGER		Massih Saadatmand, FINANCE DIRECTOR	
	Mailing Address :		Physical Address :	
335 SW SECOND AVE		335 SOUTHWEST SECOND AVENUE		
City, State, Zip :		Phone Number :	Fax Number :	
SOUTH BAY, FLORIDA 33493		5619966751	5619967950	



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Betty Barnard

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: July 11, 2018
Ref: Weekly check register

Enclosed, please find the summary of check register as of July 11, 2018:

General Fund

• Utility:

AT & T Mobility	\$ 764.06
FPL	6,110.33
Earthlink	2,602.54
Comcast	925.51
PBC Water	3,388.51

• Bank of America	4,914.68
• B Norris-Weeks	20,618.50
• CAP Government	5,373.25
• Marathon Fleet	1,775.92
• PBC Sheriff	15,078.00
• Ford	2,699.22
• Clarke	2,975.87
• HCT	23,760.00
• FL Municipal Insurance Trust	25,016.25
• PBC League of Cities	2,339.00
• Deposit refund	950.00 E
• Aetna	11,617.35
• Coastal network	1,500.00
• Purchased of supplies, materials and parts	2,463.65 A
• Payment for various services	4,053.21 B
• Payroll deductions	5,540.93 C
• Other	5,952.01 D

Total \$ 150,418.79

Sanitation Fund

Waste Management \$ 34,426.36

Capital Project Fund

Edens Contruction \$ 85,370.07
PBC Engineering Public Works 428.67

Total \$ 86,798.74

W & S Fund

US Water \$ 7,884.86

Revenues:

• FP & L (Franchise & Utility tax)	\$ 34,300.81
• Ad Valorem Tax	100,262.46
• DOT	153,203.97
• Communication Tax	4,559.77
• Local Option Gas Tax	10,930.68
• Other	25,687.24
• Sales Tax & Revenue Sharing	<u>56,497.30</u>

Total	<u>\$ 385,442.23</u>
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AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10858	ALLY	ALLY	6/1/2018	502.52	D
10859	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/1/2018	1,500.00	
10860	COMCAST	COMCAST	6/1/2018	187.55	
10861	EDGAR KERR	EDGAR W. KERR	6/1/2018	159.59	D
10862	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	6/1/2018	1,799.48	
10863	JORGE BUENO	JORGE BUENO	6/1/2018	289.00	D
10864	LIBERTY NATIONAL	LIBERTY NATIONAL	6/1/2018	758.14	C
10865	MAILFINANCE	MAILFINANCE	6/1/2018	342.00	C
10866	MARQUITA BILLINGS	MARQUITA BILLINGS	6/1/2018	150.00	E
10867	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	6/1/2018	1,811.30	
10868	STITCH WORK PLUS	STITCH WORK PLUS	6/1/2018	72.24	C
10869	TAX COLLECTOR CORRE	TAX COLLECTOR PALM BEACH COUNTY	6/1/2018	28.00	
10870	XEROX CORP	XEROX CORPORATION	6/1/2018	522.68	
				Non-Electronic Transactions:	8,122.50
				Total Transactions:	8,122.50

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10871	CLARKE	CLARKE	6/8/2018	618.62
10872	COMCAST	COMCAST	6/8/2018	225.23
10873	DELTACOM 1058	EARTHLINK	6/8/2018	1,301.27
10874	FPL	FPL	6/8/2018	6,110.33
10875	JESSICA FIGUEROA	JESSICA FIGUEROA	6/8/2018	192.00
10876	MILAGROS MORALES	MILAGROS MORALES	6/8/2018	150.00
10877	MY DOCTOR	MARTIN T. HARLAND DO	6/8/2018	300.00
10878	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	6/8/2018	176.28
10879	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	6/8/2018	2,339.00
10880	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	6/8/2018	318.40
10881	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	6/8/2018	130.00
10882	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/8/2018	274.59

Non-Electronic Transactions:	12,135.72
Total Transactions:	12,135.72

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

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10883	ANDRE L. HAMILTON	ANDRE L. HAMILTON	6/8/2018	1,800.00
Totals:			Total Transactions:	1,800.00

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10884	HCT	HARVEY, COVINGTON & THOMAS	6/11/2018	23,760.00
10885	MARATHON/MEX BANK	WEX BANK	6/11/2018	1,775.92
10886	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	6/11/2018	96.26 A
Non-Electronic Transactions:				25,632.18
Total Transactions:				25,632.18

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10887	CLARKE	CLARKE	6/15/2018	1,212.08
10888	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	6/15/2018	500.00
10889	ROBBIE TIRE	ROBBIE TIRE	6/15/2018	73.00
10890	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/15/2018	82.40
10891	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	6/15/2018	227.50
10892	XEROX CORP	XEROX CORPORATION	6/15/2018	208.85
Non-Electronic Transactions:				2,303.83
Total Transactions:				2,303.83

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10893	PRISCILLA HERNANDEZ	PRISCILLA HERNANDEZ	6/19/2018	605.58
Non-Electronic Transactions:				605.58
Total Transactions:				605.58

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10894	ADRON FENCE	ADRON FENCE COMPANY	6/21/2018	1,286.00
10895	AT&T MOBILITY	AT&T MOBILITY -ROC	6/21/2018	764.06
10896	BANK OF AMERICA, NA	BANK OF AMERICA	6/21/2018	4,914.68
10897	EUGENE D. GRANTLIN	EUGENE D. GRANTLIN	6/21/2018	150.00 E
10898	EVERGLADES TRADING	EVERGLADES TRADING	6/21/2018	65.27 A
10899	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	6/21/2018	25,016.25
10900	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	6/21/2018	899.74
10901	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	6/21/2018	496.63 C
10902	KELLY TRACTOR	KELLY TRACTOR	6/21/2018	55.72 A
10903	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	6/21/2018	982.21 L
10904	LYONS PRINTING	LYONS PRINTING	6/21/2018	49.00 B
10905	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	6/21/2018	13.97 A
10906	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	6/21/2018	15,078.00
10907	PERFORMANCE NAPA	PERFORMANCE NAPA	6/21/2018	82.59 A
10908	ROBBIE TIRE	ROBBIE TIRE	6/21/2018	107.00 L
10909	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	6/21/2018	265.00 B
10910	SIGN A RAMA	SIGN A RAMA	6/21/2018	127.50 A
10911	STITCH WORK PLUS	STITCH WORK PLUS	6/21/2018	76.18 B
10912	XEROX CORP	XEROX CORPORATION	6/21/2018	242.76 I
Non-Electronic Transactions:				50,672.56
Total Transactions:				50,672.56

49,384.54

AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10913	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/27/2018	1,200.00
10914	LASHAWN KINDRED	LASHAWN KINDRED	6/27/2018	200.00
Totals:			Total Transactions:	1,400.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10915	AETNA	AETNA	6/29/2018	11,617.35	
10916	AFLAC	AFLAC	6/29/2018	2,130.32	C
10917	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/29/2018	113.50	J
10918	COMCAST	COMCAST	6/29/2018	187.55	
10919	DELTACOM 1058	EARTHLINK	6/29/2018	1,301.27	
10920	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/29/2018	18.71	A
10921	IAMAW	IAMAW	6/29/2018	343.20	C
10922	LIBERTY NATIONAL	LIBERTY NATIONAL	6/29/2018	758.14	J
10923	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	6/29/2018	180.00	B
10924	SHANICE WALKER	SHANICE WALKER	6/29/2018	150.00	E
10925	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/29/2018	563.93	C
10926	STITCH WORK PLUS	STITCH WORK PLUS	6/29/2018	182.56	B
10927	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	6/29/2018	303.02	J
10928	WALMART COMMUNITY	WAL-MART COMMUNITY	6/29/2018	375.07	A
10929	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/29/2018	391.14	C
Non-Electronic Transactions:				18,615.76	
Total Transactions:				18,615.76	

AP Check Register Report

City Of South Bay (CSBFND)

7/6/2018 10:56:24 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10930	ALLY	ALLY	7/6/2018	502.52	D
10931	CAP GOVERNMENT	CAP GOVERNMENT	7/6/2018	5,373.25	
10932	CLARKE	CLARKE	7/6/2018	1,145.17	
10933	COMCAST	COMCAST	7/6/2018	325.18	
10934	ELISA WALKER	ELISA WALKER	7/6/2018	150.00	E
10935	FEDERAL EXPRESS	FEDERAL EXPRESS	7/6/2018	56.79	B
10936	KELLY TRACTOR	KELLY TRACTOR	7/6/2018	39.12	A
10937	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	7/6/2018	176.28	C
10938	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	7/6/2018	19.25	A
10939	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	7/6/2018	1,577.21	
10940	PERFORMANCE NAPA	PERFORMANCE NAPA	7/6/2018	50.99	A
				Non-Electronic Transactions:	9,415.76
				Total Transactions:	9,415.76

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10941	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	7/11/2018	20,618.50
10942	LABIBA PROPERTY INVE	LABIBA PROPERTY INVESTMENT INC.	7/11/2018	12.65 D
10943	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	7/11/2018	369.75 J
Non-Electronic Transactions:				21,000.90
Total Transactions:				21,000.90

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
167	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/11/2018	2,769.02
Non-Electronic Transactions:				2,769.02
Total Transactions:				2,769.02

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
168	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	6/22/2018	31,657.34
Non-Electronic Transactions:				31,657.34
Total Transactions:				31,657.34

AP Check Register Report
City Of South Bay (CSBFND)

6/1/2018 10:17:40 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2130	US WATER	U.S. WATER SERVICES CORPORATION	6/1/2018	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43

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

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2131	US WATER	U.S. WATER SERVICES CORPORATION	6/29/2018	3,942.43
Totals:			Total Transactions:	3,942.43

AP Check Register Report
City Of South Bay (CSBFND)

6/6/2018 9:56:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
117	EDENS CONSTRUCTION	EDENS CONSTRUCTION CO., INC.	6/6/2018	86,370.07
Non-Electronic Transactions:				86,370.07
Total Transactions:				86,370.07

AP Check Register Report
City Of South Bay (CSBFND)

7/6/2018 9:26:40 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
119	ADRON FENCE	ADRON FENCE COMPANY	7/6/2018	428.67
Non-Electronic Transactions:				428.67
Total Transactions:				428.67