



***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, AUGUST 15, 2017
7:00 P.M.**

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

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION, MANNER AND TIME

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

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

notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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

DECORUM

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

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
AUGUST 15, 2017 @ 6:00 P.M.**

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. Tentative Budget Discussion
 - 3b. Regular Meeting Agenda – August 15, 2017
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 AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE FUNDED GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT TO FUND AN EMERGENCY SHELTER AND CARE CENTER WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE (SECOND AND FINAL READING)

7a. ORDINANCE 08-2017

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

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – September 05, 2017

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
July 18, 2017

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on July 18, 2017 at 6:30 p.m.

Present:

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

Staff:

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

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

The City Manager said that he received a call from the Mayor of Belle Glade, requesting to speak with the commission at the regular city meeting relating to guardrails on state road 80. The commissioners gave consent for Mayor Steve Wilson from the City of Belle Glade to speak under "presentations" item 3b.

Commissioner Berry mentioned the following corrections to City Minutes:

Correction to May 16, 2017 city minutes, Page 3441 - use "had spoke with" or "has spoken to" relating to the City Managers comment.

Clarification of June 06, 2017 city minutes, page 3449 relating to Resolution 83-2017. The City Clerk stated that Resolution 83-2017 was the same resolution that was stated in April and in May, however needed a new resolution number due to the item being voted down.

Correction to June 06, 2017 city minutes, Page 3450 - recommended to change the words "went through" to "reviewed, relating to the Finance Report.

Correction to June 06, 2017 meeting minutes, Page 3451 - (second bullet under City Manager's comment), relating to charitable sponsorships.

The City Clerk read Resolution 88-2017 for the record and discussion.

A Resolution of the City Commission of the City of South Bay, Florida, established a proposed millage rate for the fiscal year commencing October 01, 2017 through September 30, 2018, pursuant to section 200.065, Florida Statutes; Providing for an effective date.

The City Manager said that Resolution 88-2017 established a proposed millage rate of 6.3089 for fiscal year 2017-2018 for the City of South Bay. He said that the millage rate represents a 2.11 percent increase over the rollback rate of 6.1784 mills. He said staff was recommending approval. Mayor Kyles asked if there were any changes from last year's millage rate. The City Manager replied, no changes.

Commissioner Berry said that she spoke with Mr. Saadatmand relating to the rollback rate of the previous year and asked him explain the rollback rate as it related to the difference in the figures of the current rate of 6.1784 and proposed rate of 6.3089. The Finance Director said last year's budgeted for ad valorem taxes was \$300,068.00. He said that the rollback meant that if reducing the ad valorem tax rate "6.1784" and having an increase on property value, the city would be able to generate the same amount that was budgeted last year. *(full recording/discussion available through the City Clerk's Office)*

The City Clerk read Resolution 89-2017 for the record and discussion.

A Resolution of the City Commission of the City of South Bay, Florida, supporting the countywide office of inspector general, and further supporting the funding of said office through county AD Valorem tax dollars; providing for transmittal; providing an effective date. *(recording unclear, available through the City Clerk's Office)*

Commissioner Berry said that she needed to understand that the county would be responsible on paying for staff and services, relating to the Inspector General's Office and the dollars represent "monies" that had already been collected by City of South Bay residents, County wide. The City Manager stated that the city was trying to avoid "a double tax issue". The City Manager also stated that the city supported the Inspector General's Office, however did not want to pay additional cost for the Office of the Inspector General, at the request of the County.

The City Clerk read Resolution 90-2017 for the record and discussion.

A Resolution of the City Commission of the City of South Bay, Florida adopting a social media policy; providing an effective date.

Commissioner Berry said that she would be requesting to table the item for the purpose of discussion and training. She said that social media was not federal regulated platform and there may be some implications that were not noted in the document. The City Manager said that it was designed to improve and enforce professional demeanor on the city's internet and social media sites. *(full discussion/recording available through the City Clerk's Office)*

The City Clerk read Resolution 91-2017 for the record and discussion.

A Resolution of the City Commission of the City of South Bay, Florida, authorizing the Mayor and City Manager to execute the attached agreement between the City of South Bay and Kings Tutoring & Mentoring Foundation, Inc. for usage of city park restroom facilities; providing for an effective date.

The City Manager said, during the June 06 meeting Kings Tutoring and Mentoring Foundation came to the commission and spoke on the usage of the restrooms. He said that the agreement, relating to Kings Tutoring and Mentoring Foundation was placed before the commission for their consideration regarding the facility usage.

Vice-Mayor Wilson said that the information that he had gathered was that the football team that the city was suppose have were not coming out, and instead going to the City of Belle Glade, and playing over there. He said if that was case then the city did not need to provide the portable restrooms. Commissioner Scott said that the City Manager should speak with Kings Tutoring to get updated information on the status of program. The City Manager said that the agreement also included information relating to the operational plan of the Parks Recreation Department. The City Attorney clarified that the agreement was a standard agreement relating to Parks and Receptions, which was also used for other cities and parks. (full recording/discussion available through the City Clerk's Office).

Mayor Kyles mentioned discussing the remaining agenda items in the regular meeting.

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

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
July 18, 2017

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

Present:

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

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentation/Proclamations

Mayor Kyles mentioned item 3a. a presentation from Veree' Jenkins, representing Federation of Families. Ms. Veree mentioned the status of what was going on with the Federation of Families and other initiatives that were coming to the Glades. *(Recording unclear - full discussion/recordings available through the City Clerk's Office)*

Mayor Kyles mentioned item 3b. a presentation from Mayor Steve Wilson from the City of Belle Glade, representing as a Board Member of the MPO. He made a comment on guardrails and lighting on state road 80. He thanked the Commission and the City Manager for their continued support relating to the construction of lights along state road 80. *(full recording/discussion available through the City Clerk's Office)*

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of City Workshop and Regular City Meeting minutes for May 16, 2017 and June 06, 2017, with corrections made at the City Workshop. The motion to approve was made by Commissioner Scott and seconded by Commissioner McKelvin. The vote was unanimously approved.

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

Resolutions

The City Clerk read Resolution 88-2017 for the record.

Commissioner Berry made a motion to approve Resolution 88-2017, a resolution of the City Commission of the City of South Bay, Florida, establishing a proposed millage rate for the fiscal year commencing October 01, 2017 through September 30, 2018, pursuant to section 200.065, Florida Statutes; Providing for an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

The City Clerk read Resolution 89-2017 for the record.

Commissioner Berry made a motion to approve Resolution 89-2017, a resolution of the City Commission of the City of South Bay, Florida, supporting the countywide office of inspector general, and further supporting the funding of said office through county AD Valorem tax dollars; providing for transmittal; providing an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 90-2017 for the record.

Commissioner McKelvin made a motion to approve Resolution 90-2017, a resolution of the City Commission of the City of South Bay, Florida adopting a social media policy; providing an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

The City Clerk read Resolution 91-2017 for the record.

Ms. King, representing Kings Tutoring and Mentoring Foundation stated that the program did not need the facility to utilize the restrooms anymore. Commissioner Scott said that the city still needed the agreement in place, moving forward. The City Manager stated that the agreement would a document used, moving forward. He said that the grounds were still being used as an ongoing activity, regardless of utilizing the restrooms. *(full recording/discussion available through the City Clerk's Office)*

Commissioner Scott made a motion to approve Resolution 91-2017, a resolution of the City Commission of the City of South Bay, Florida, authorizing the Mayor and City Manager to execute the attached agreement between the City of South Bay and Kings Tutoring & Mentoring Foundation, Inc. for usage of city park restroom facilities; providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 92-2017 for the record.

Commissioner Berry made a motion to approve Resolution 92-2017, a resolution of the City Commission of the City of South Bay, Florida authorizing the Mayor and City Manager to enter into an eleventh addendum to the Law Enforcement Services Agreement between the City of South Bay and Palm Beach County Sheriff's Office. The motion was seconded by Vice-Mayor Wilson. The vote was Commissioner McKelvin, no; Commissioner Scott, yes; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

Ordinance

The City Manager requested to pull Ordinance 08-2017. He stated that he received an email from the State relating to checking "cross references". He recommended pulling Ordinance 08-2017 until there was

clearance from the Department of Emergency Management. Vice-Mayor Wilson made a motion to pull Ordinance 08-2017, the motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Ordinance 09-2017, on its second reading, for the record.

Commissioner Berry made a motion to approve Ordinance 09-2017 on its second and final reading, an ordinance of the City Commission of the City of South Bay, Florida, regarding medical marijuana; extending the imposition of a temporary moratorium on the establishment and operation of medical marijuana dispensing organization and medical marijuana treatment centers within the City for an additional period of 180 days; providing for applicability; providing for duration; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

City Clerk Report

The City Clerk stated that the next city meeting would take place on August 01, 2017 beginning at 6:30 p.m. followed by a regular meeting at 7:00 p.m. Commissioner Berry recommended changing the time of the city workshop to 6:00 p.m. The commission gave consensus to change the city workshop meeting time for August 01, 2017 to 6:00 p.m.

The City Manager mentioned a basketball tournament event on Saturday, June 22, 2017 from 9:00 a.m. - 2:00 p.m. with Clive Walford.

City Manager Report

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

- Legislative priorities for 2018 legislative session
- Park of Commerce Update - requested direction from the Commission as it relating to the Letter of Interest/RFP. Commissioner Scott requested that the City Manager draft a document with everyone's input and present a draft at the next meeting and direction would be provided at that time.
- He mentioned a RFP going out for NW 8th Avenue and 1st Street to US HWY 27 N. He recommended rejecting all bids, due to overbidding. The City Manager said that the project cost was budgeted for 170k and the bid document came back at 230k. Vice-Mayor Wilson made a motion to reject all bids. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved. The City Attorney said that there would be a resolution at the next meeting to formally reject it.
- Supporting a Senior Ball in an amount of \$2,500.00. He said that the request for \$2,500 was not on the agenda because he did not have enough information to draft a resolution. He said that the commission could add the item under future agenda items.
- Emergency purchase of "taking down" a building that is leaning over - 185 NW 10th Street

Vice-Mayor Wilson stated that he had identified what was wrong on the sidewalks and curves. He mentioned cracks on the sidewalks and said that he does not want the cracks corrected by just smoothing concrete over them; he said that it should be taken out and redone.

Future Agenda Items

Vice-Mayor Wilson made a motion to bring back an agenda item relating to the donation of \$2,500.00 for a senior ball, at the next meeting. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Commissioner comments for the good of the order

Commissioner McKelvin thanked all who attended the meeting and asked for everyone to pray for the Jesse family, whom just lost their son, yesterday.

Commissioner Scott thanked all who attended the meeting.

Vice-Mayor Wilson made a comment relating to mosquito spraying. The City Manager said that the mosquito spraying took place on Monday's. Vice-Mayor Wilson also made a comment relating to Thomas Stinson's property. The City Manager said that the project was still being monitored.

Vice-Mayor Wilson also mentioned that a resident had a comment she would like to mention to the commissioners. Barbara Whrisper made a comment relating to the water/sewer related problem. She said that she had been paying for water services for years and she was not hooked up to the City line. Vice-Mayor Wilson said that Ms. Whrisper had approached him with her concerns relating to being on septic tank and had been paying for years. He said that an individual in the city was back paid for being charged services and was connected to septic. He said if it was fair to pay one individual, it should be fair to pay all, as it related to being charged water service fees and being on a septic tank.

The City Attorney said that the city did not know what the circumstances were and said that the manager should have the opportunity to investigate it. She said it may not be the same circumstance as the other party. She said that the commission should air "this" out that protects the city. Vice-Mayor Wilson said that he did want to protect the City, however he also wanted to protect the citizens of South Bay.

Vice-Mayor Wilson said if anyone who wanted to attend the Senior Ball, to please contact Dorothy Davis and RSVP. He stated that seating was limited.

Mayor Kyles thanked all who attended the meeting, he requested that Sergeant Angelo give an update on the complaints from residents relating the patrolling in South Bay. *(full discussion/recording available through the City Clerk's Office)*

Mayor Kyles adjourned the City Meeting at 8:42 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
City Workshop
August 01, 2017

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 01, 2017 at 6:00 p.m.

Present:

Mayor Joe Kyles
Commissioner Esther E. Berry
Commissioner Shanique Scott

Staff:

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

Mayor Kyles mentioned discussion of the proposed annual budget FY 2017-2018.

The City Manager mentioned the following slides during his City of South Bay FY 2017-2018 City Manager's Proposed Annual Budget Presentation: *(full discussion/recording/presentation documents available through the City Clerk's Office)*

- Budget Schedule
- Budget Workshop #1
- Budget Process & Definition
- Budget Binder Index
- Economic Outlook
- General Fund Proposed Revenue
- Proposed General Fund Graph
- 101- Legislative
- 111- City Manager
- 121- City Clerk
- 131- Finance
- 141- Legal
- 151- Planning and Zoning
- 161- Human Resources
- 191-Non-Departmental
- 311- Community Development
- 611- Public Safety
- 711- Park and Recreation
- 811- Public Works
- Discussion
- Follow-up - Present tentative budget on August 15, 2017

Commissioner Berry requested to discuss at the next meeting, the following items:

- 151 - Planning and Zoning
- 191 - Non Departmental
- 311 - Community Development
- 711 - Parks and Recreation

Mayor Kyles adjourned the City Workshop at 6:55 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
August 01, 2017

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 01, 2017 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentation/Proclamations

Mayor Kyles called for a presentation from Gregory Vereen with Fairview Gulf Club Organization. Mr. Vereen presented Ms. Desiree Lovely a scholarship fund in the amount of \$1000. *(full recording available through the City Clerk's Office)*

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

Ralph Walker made a comment relating to a previous complaint made to the commission at a previous city meeting. He also distributed a letter relating to the complaint, to the City Commission.

Barbara King made a comment relating to Kings Tutoring & Mentoring Foundation. She said that she wanted to reimburse the City most of the funds donated from the City to Kings Mentoring Foundation, due to not being able to form a football team this year.

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

Resolutions

The City Clerk read Resolution 93-2017 for the record.

Commissioner Berry made a motion to approve Resolution 93-2017, a Resolution of the City Commission of the City of South Bay, Florida rejecting the bid received in response to invitation to BID #08-2017 for FDOT

Project #437691-3-54-01 Milling and Resurfacing, Curb and Gutter and sidewalk replacement; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved. The City Clerk read Resolution 94-2017 for the record.

Commissioner Berry made a motion to approve Resolution 94-2017, a Resolution of the City Commission of the City of South Bay, Florida, approving a charitable sponsorship in the amount of Two Thousand Five Hundred Dollars for the Glades Tri-City Senior Ball and determining that such expenditure serves a public purpose; providing for an allocation of funds; providing an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 95-2017 for the record.

Commissioner Berry made a motion to approve Resolution 95-2017, a Resolution of the City Commission of the City of South Bay, Florida approving legislative priorities for the 2018 legislative session; providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 96-2017 for the record.

Commissioner McKelvin made a motion to approve Resolution 96-2017, a Resolution of the City Commission of the City of South Bay, Florida relating to Finances, providing for amendments to the fiscal year budget beginning October 01, 2016 and ending September 30, 2017; approving associated budget amendments; providing an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

Rosenwald Elementary School Report

Commissioner McKelvin stated that Principal Napier would be present at the next city meeting, which would also be the second day of school.

City Clerk Report

The City Clerk announced that the next city meeting would take place on August 15, 2017 beginning with a city workshop at 6:00 p.m. followed by a regular city meeting at 7:00 p.m.

The City Clerk also introduced the new Administrative Assistant within the City Clerk Office, Ms. Denisha Gibbons.

City Manager's Report

The City Manager mentioned the following, under his report: *(full discussion/recording available through the City Clerk's Office)*

- Attack on Home Rule and said that the State was trying to take away the authority from the City's to govern themselves.
- A Request from NLC relating to CDBG from the federal level was also under attack. He said that he was on the F.A.I.R. Committee (Finance Administration Intergovernmental Relations) and was asked to come and speak before the house appropriation committee on September 6th-8th.

- Request for Letters of Interest: *(full discussion/recording/presentation slideshow available through the City Clerk's Office)*
 - Aerial View of Park of Commerce (88 Acres)
 - Introduction
 - Purpose and Scope
 - Redevelopment Project Goals
 - Industrial Park Property Information
 - City Commission Considerations
 - Submittal Requirements

Future Agenda Items

Commissioner Berry requested that the commission consider a strategic planning workshop phase 3 to address the City's growth regarding challenges that relate to budgeting and outreach and the process. Commissioner Berry made a motion to bring the item back on October 17, 2017. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Commissioner Comments for the good of the order

Commissioner McKelvin thanked all who attended the meeting.

Commissioner Scott thanked all who attended the meeting. She also acknowledged the commissioners for giving their input as it related to the needs and assessments regarding the Park of Commerce.

Commissioner Berry thanked Fairview Gulf Club Organization for their contributions. She also thanked all who attended the meeting.

Vice-Mayor Wilson thanked all who attended the meeting and made a comment relating to the cameras within the City of South Bay. He said that the Commission, if possible, to come up with another budget or how much it would cost to put cameras on street corners within the City.

The City Manager said that the numbers would not change as far as citywide cameras within the City. He said that the citywide cameras ranges from over one hundred thousand dollars. He said that the Commission could look at one or two cameras, in strategic areas.

Mayor Kyles thanked all who attended the meeting and thanked each organization that partners within the City. He also mentioned the back to school bash and thanked all who supported the event.

Mayor Kyles adjourned the City Meeting at 7:49 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION 97-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE FUNDED GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT TO FUND AN EMERGENCY SHELTER AND CARE CENTER WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is requesting a State Funded Grant from the State Florida, Division of Emergency Management ("Division") to fund an Emergency Shelter and Care Center in the amount of Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00); and

WHEREAS, the City represents that it is fully qualified and eligible to receive these grant funds to provide services identified herein; and

WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the City upon the terms and conditions set forth in attached Exhibit "A" herein; and

WHEREAS, the execution of the attached Agreement is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the State Funded Grant Agreement assigned Project Number HLMPSR18-001 between the State of Florida, Division of

Emergency Management for funding of an Emergency Shelter and Care Center attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 15th day of August 2017.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of South Bay, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with Section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Brianna Beynart, Project Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4516
Brianna.Beynart@em.myflorida.com

The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

City of South Bay
Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: 561-996-6751
Email: camell@southbaycity.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$337,500.00**.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

- i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional

instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with

thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly

by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

THE CITY OF SOUTH BAY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

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

Federal Program

\$ (0)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Hurricane Shelter Retrofit Project

Catalog of State Financial Assistance number: 31.068

\$ 337,500.00

Attachment A
Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	\$0
Other Personal/Contractual Services	\$337,500
Administrative Expenses (Limited to no more than 5%)	\$0
Expenses	\$0
Operating Capital Outlay	\$0
Fixed Capital Outlay	\$0
Total Expenditures	\$337,500

II. SCOPE OF WORK

The period of performance for this grant shall end on June 30, 2018 unless an extension is authorized by the Division through modification of the funding Agreement.

A. Per Chapter 2017-70, Laws of Florida, Section 6, Specific Appropriation 2590 (appropriation) the Recipient shall fund an Emergency Shelter and Care Center (ESCC). As described in Appropriation Project Request APR # 0768, funding is limited to architectural and engineering services and planning, construction, renovation and land.

Eligible costs include: architectural and engineering services and fees; site survey and soil testing; necessary regulatory review and permit fees; necessary demolition and restoration; construction, renovation/retrofit, installation of building envelope protective systems and products; rainwater drainage and civil works; tree and landscape hazard removal; installation of a standby electrical system; and management and administration of the grant (limited to five percent).

B. The Recipient agrees that during a declared state or local emergency the ESCC building(s), Tanner Park Community Center (reference Figure 1), must be made available for use as a public shelter upon request by the local emergency management agency.

C. The Recipient agrees to maintain the building(s), assemblies, equipment, systems and products that are constructed, renovate/retrofitted, installed or high wind mitigated with appropriation funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work.

D. The Recipient shall provide an initial timeline and estimated reimbursement allocation table. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation" or other similar instrument as approved by the Division may be used.

E. Upon completion of scope-of-work, at a minimum, the ESCC and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the ESCC building(s) meets (or will meet) ARC 4496 (e.g., construction drawings, specifications manual, shop drawings). Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

F. The ESCC and essential appurtenant structures and service equipment shall resist the effects of a major hurricane. At a minimum, the ESCC shall be certified as being capable of withstanding wind loads according to *2014 Florida Building Code—Building*, Fifth Edition, Risk Category IV (Essential Facility). The minimum design wind speed shall be 160 miles per hour (3-second gust).

G. The ESCC and essential appurtenant structures and service equipment shall resist penetration by windborne debris impact. At a minimum, all envelope protection systems or products purchased and installed as part or in whole of this grant shall have been tested and passed the large missile impact test procedures of ASTM E 1886 and ASTM E 1996 (Level D), or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.

H. At a minimum the following information related to wind loads and flooding shall be shown on the construction drawings: 1. design wind loads determined per *2014 Florida Building Code—Building*, Risk Category IV; 2. design wind speed; 3. wind exposure category; 4. wind directionality factor K_d ; 5. design internal pressure coefficient; 6. design wind pressures in terms of pounds per square foot (psf) to be used for exterior component and cladding materials and assemblies; 7. windborne debris impact performance criteria; and, 8. finish floor elevation NGVD with comparison reference to the base flood elevation, the 500-year flood elevation (if determined), and Category 5 storm surge inundation elevation.

I. Funding provided by the Division of Emergency Management under this Agreement, in part, shall compensate for the materials and labor for construction of a hurricane-resistant protective enclosure, installation of high wind shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer nor imply any warranty of use or suitability for the work performed pursuant to this Agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from high wind even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

III. TASK PRODUCTS

A. Per scope-of-work item II.D, Recipient shall prepare an initial timeline with key milestone activities schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this Task.

B. Recipient shall submit a copy of the local public advertisement(s) requesting design professional services, and if applicable, construction, renovation/retrofit, envelope protection installation, or other mitigation work; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of respondent providers and their respective prices; and a copy of selected providers bid form(s).

C. Recipient shall submit a written statement prepared by a Florida licensed structural engineer that certifies that the designated facility is capable of withstanding wind loads according to *Florida Building Code—Building*, Fifth Edition, Risk Category IV (Essential Facility). Submittal of the certification may be contingent upon completion of construction, structural renovation/retrofitting or other hazard mitigation accomplished within the performance period of this project. Failure to provide the required documentation, or disapproval of the documentation by the Division, shall result in denial of funds.

D. The Recipient shall provide one (1) set of substantially complete (approximately 80 percent) preliminary design construction drawings and specifications for the ESCC and essential appurtenant structures for review and comment by the Division. The Recipient shall ensure that the Division's comments are incorporated into the construction documents. As applicable, the construction drawings shall include site survey, landscaping, civil, architectural, structural, mechanical, electrical and plumbing drawings.

E. The Recipient shall provide one (1) near bid-ready (100 percent) set of construction drawings, specifications, bid documents, and opinion of probable cost for the ESCC and essential appurtenant structures for review and comment by the Division. The Recipient shall ensure that the Division's comments are incorporated into the construction documents. As applicable, the construction drawings shall include site survey, landscaping, civil, architectural, structural, mechanical, electrical and plumbing drawings and shall be signed or certified by the applicable registered or licensed design professional(s) of record.

F. The construction documents shall demonstrate that the ESCC and essential appurtenant structures and service equipment meet the provisions set forth in scope-of-work items II.E through II.H. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. If applicable, the Recipient shall provide the Division with copies of pertinent construction, renovation/retrofit and other hazard mitigation work regulatory reviews and permits, the designer or contractor's detailed schedule of work (e.g., Gantt Chart), and wind load and wind-borne debris impact product performance certifications or test reports.

H. The Recipient shall provide the Division with final bid-ready construction documents, to include drawings, specifications, opinion of probable cost with certification of designer(s) of record, and copy of photograph(s) of preconstruction site conditions.

I. If applicable, the Recipient shall provide the Division one (1) set of final "record" or "as-built" construction documents certified by the applicable registered or licensed design professional(s) upon completion of construction, renovation/retrofit or other hazard mitigation work, certificate of completion (or written acceptance of work by building official), and photograph(s) documenting post-construction completed work.

IV. DELIVERABLES

Reimbursement for project costs will be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. **Affidavit.** The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. **AIA Forms G702 and G703.** For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

V. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the Agreement, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or
4. Take other remedies that may be legally available.

VI. SCHEDULE OF WORK

A. By October 31, 2017, the Recipient shall provide the Division with Task Product III.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By November 31, 2017 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product III.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products III.B through III.I for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By May 31, 2018, the Recipient shall provide written documentation that demonstrates acceptance of final pre-bid construction documents, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation
City of South Bay Emergency Shelter and Care Center

PROJECT PHASE/ACTIVITY	Start Date	End Date	FY 17/18 2590 Funds	Other Funds
Board Contract Approval				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Design documents, 80% complete				
Design documents, 100% complete				
Opinion of Probable Cost				
Regulatory Review				
Final Bid Document(s) Complete				
Construction Services Procured				
Construction or Renovation Begins				
Construction or Renovation 50% Complete				
Construction or Renovation Substantially Complete				
Construction or Renovation Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$337,500	
TOTAL Estimated Project Cost				

A&E - Architectural and Engineering; FY - Fiscal Year

Tanner Park Community Center
City of South Bay
105 Palm Beach Road

South Bay, Florida 33493
Latitude: 26.663474, Longitude: -80.712927

Figure 1. Tanner Park Community Center



Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they

be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including

requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the

recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable

measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

- (2) Return the property to its natural state as though no improvements had ever been contained thereon.
- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: THE CITY OF SOUTH BAY

ADDRESS: 335 SW 2ND AVENUE

CITY, STATE, ZIP CODE: SOUTH BAY, FL 33493 Project Number: HLMP-18-001

PAYMENT No: _____

DEM Agreement No: 18SR-3C-10-60-02-XXX

Eligible Amount 100%	Obligated Federal %	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: THE CITY OF SOUTH BAY

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: THE CITY OF SOUTH BAY

Project Number: HLMP SR18-001

PROJECT LOCATION: _____

DEM ID #: 18SR-3C-10-60-02-XXX

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

THE CITY OF SOUTH BAY
Recipient's Name

Name and Title

18SR-3C-10-60-02-XXX
DEM Contract Number

Street Address

HLMPSR18-001
Project Number

City, State, Zip

Date

Appropriations Project Request - Fiscal Year 2017-18

For projects meeting the Definition of House Rule 5.14

1. Title of Project: City of South Bay Emergency Shelter and Care Center2. Date of Submission: 02/06/20173. House Member Sponsor: Joseph AbruzzoMembers Copied: Joseph Abruzzo**4. DETAILS OF AMOUNT REQUESTED:**

- a. Has funding been provided in a previous state budget for this activity? No
If answer to 4a is ?NO? skip 4b and 4c and proceed to 4d
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed?
- d. Complete the following Project Request Worksheet to develop your request (Note that column E will be the total of Recurring funds requested and Column F will be the total Nonrecurring funds requested, the sum of which is the Total of the Funds you are requesting in column G):

FY:	Input Prior Year Appropriation for this project for FY 2016-17 (If appropriated in 2016-17 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2017-18 (Requests for additional RECURRING funds are prohibited. Any additional Nonrecurring funding requested to supplement recurring funds in the base will result in the base recurring amount being converted to Nonrecurring.)		
Column:	A	B	C	D	E	F
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non- vetoed amounts provided in Column A)	Additional Nonrecurring Request	TOTAL Nonrecurring Request (Will equal the amount from the Recurring base in Column D to be CONVERTED to Nonrecurring plus the Additional Nonrecurring Request in Column E. These funds will be appropriated non-recurring if funded in the House Budget or the Final Conference Report on the budget.)
Input Amounts:					2,137,000	2,137,000

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2017-18? No

5a. If yes, which state agency?

337,500

5b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested? For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. Executive Office of the Governor

6. Requester:

- a. Name: Joe Kyles
- b. Organization: City of South Bay
- c. Email: kylesj@southbaycity.com
- d. Phone #: (561)996-6751

7. Contact for questions about specific technical or financial details about the project (Please retype if same as Requester):

- a. Name: Leondrae Camel
- b. Organization: City of South Bay
- c. Email: camell@southbaycity.com
- d. Phone #: (561)996-6751

8. If there is a registered lobbyist, fill out the lobbyist information below.

- a. Name: None
- b. Firm: None
- c. Email:
- d. Phone #:

9. Organization or Name of Entity Receiving Funds(Please retype if same as Requestor or Contact):

- a. Name: City of South Bay
- b. County (County where funds are to be expended): Palm Beach
- c. Service Area (Counties being served by the service(s) provided with funding): Palm Beach

10. What type of organization is the entity that will receive the funds? (Select one)

- ☐ For Profit
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☒ Local Government

- ☐ University or College
☐ Other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

The people in South Bay have fragile sheltering and some have health concerns. This facility would be operational during catastrophic events that can generate unique situations requiring unusual responses. This facility would be supported by the American Red cross, Palm Beach Sheriff's Office and local governing authority. The center would include the following services: shelter, food distribution, emergency first aid, distribution of emergency items and "Safe and Well" information.

12. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Nonrecurring (Should equal 4d Col. F) Enter ?0? if request is zero for the category
Administrative Costs:		
<input type="checkbox"/> a. Executive Director/Project Head Salary and Benefits		
<input type="checkbox"/> b. Other Salary and Benefits		
<input type="checkbox"/> c. Expense/Equipment/Travel/Supplies/Other		
<input type="checkbox"/> d. Consultants/Contracted Services/Study		
Operational Costs:		
<input type="checkbox"/> e. Salaries and Benefits		
<input type="checkbox"/> f. Expenses/Equipment/Travel/Supplies/Other		
<input type="checkbox"/> g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
<input checked="" type="checkbox"/> h. Construction/Renovation/Land/Planning Engineering	Construction of community center	2,137,000
TOTAL		2,137,000

13. For the Fixed Capital Costs requested with this issue, what type of ownership will the facility be under when complete? (In Question 12, if ?h. Fixed Capital Outlay? was not selected, question 13 is not applicable)

☐ For Profit

☐ Non Profit 501(c) (3)

☐ Non Profit 501(c) (4)

☒ Local Government (e.g., police, fire or local government buildings, local roads, etc.)

☐ State agency owned facility (For example: college or university facility, buildings for public schools, roads in the state transportation system, etc.)

☐ Other (Please describe)

14. Is the project request an information technology project?

No

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

15a. Please Describe:

The emergency operation facility/ community center has been discussed during several public hearings and has been approved by the South Bay City Commission as a 2017 legislative priority.

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?

Yes

16a. Please Describe:

2015 Glades Regional Master Plan funded by the US Housing and Urban Development and conducted by Palm Beach County Department of Economic Sustainability.

17. Will the requested funds be used directly for services to citizens?

Yes

17a. Describe the target population to be served. Select all that apply to the target population:

☒ Elderly persons

☒ Persons with poor mental health

☒ Persons with poor physical health

- ☒ Jobless persons
- ☒ Economically disadvantaged persons
- ☒ At-risk youth
- ☒ Homeless
- ☒ Developmentally disabled
- ☒ Physically disabled
- ☒ Drug users (in health services)
- ☒ Preschool students
- ☒ Grade school students
- ☒ High school students
- ☒ University/college students
- ☒ Currently or formerly incarcerated persons
- ☒ Drug offenders (in criminal Justice)
- ☒ Victims of crime
- ☒ Other (Please describe): Open for public use

17b. How many in the target population are expected to be served?

- ☐ < 25
- ☐ 25-50
- ☐ 51-100
- ☐ 101-200
- ☐ 201-400
- ☐ 401-800
- ☐ >800

18. What benefits or outcomes will be realized by the expenditure of funds requested? (Select all that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit
<input checked="" type="checkbox"/> Improve physical health	Healthy living activities	Social programs participation rate
<input checked="" type="checkbox"/> Improve mental health	Mental health course	Social programs participation rate
<input checked="" type="checkbox"/> Enrich cultural experience	Cultural competency training	Social programs participation rate
<input checked="" type="checkbox"/> Improve agricultural production/promotion/education	Educational programs	Social programs participation

<input checked="" type="checkbox"/> Improve quality of education	Educational programs	Partner with Palm Beach County Schools
<input type="checkbox"/> Enhance/preserve/improve environmental or fish and wildlife quality		
<input checked="" type="checkbox"/> Protect the general public from harm (environmental, criminal, etc.)	Emergency shelter	Housing needs in an emergency
<input type="checkbox"/> Improve transportation conditions		
<input checked="" type="checkbox"/> Increase or improve economic activity	Construction jobs/ Training center	Construction and Programming Site
<input type="checkbox"/> Increase tourism		
<input checked="" type="checkbox"/> Create specific immediate job opportunities	Social Service opportunity	Number of jobs created
<input checked="" type="checkbox"/> Enhance specific individual's economic self sufficiency	Social Service opportunity	Number of people served
<input checked="" type="checkbox"/> Reduce recidivism	Social Service opportunity	Number of people served
<input checked="" type="checkbox"/> Reduce substance abuse	Social Service opportunity	Number of people served
<input checked="" type="checkbox"/> Divert from Criminal/Juvenile justice system	Social justice training	Partner with LE professionals
<input type="checkbox"/> Improve wastewater management		
<input type="checkbox"/> Improve stormwater management		
<input type="checkbox"/> Improve groundwater quality		
<input type="checkbox"/> Improve drinking water quality		
<input type="checkbox"/> Improve surface water quality		
<input type="checkbox"/> Other (Please describe):		

19. Provide the total cost of the project for FY 2017-18 from all sources of funding (Enter ?0? if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of
-----------------	--------	------------------	--------------------------

		(Automatically Calculates)	funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	2,137,000	90.9%	N/A
2. Federal:	0	0.0%	No
3. State: (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local:	213,700	9.1%	Yes
5. Other:	0	0.0%	No
TOTAL	2,350,700	100%	

20. Is this a multi-year project requiring funding from the state for more than one year?

No

ORDINANCE NO. 08-2017

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

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

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

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

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

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

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

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

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

Floodplain Management

Article I. Administration

Section 34-1. General

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

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

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

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

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

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

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

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

Section 34-20. Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 34-22. Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 34-23. Site Plans and Construction Documents

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

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

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

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

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

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

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

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

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

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

Section 34-24 Inspections

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

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

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

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

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

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

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

Section 34-25 Variances and Appeals

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

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

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

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

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

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

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

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

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

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

Section 34-26 Violations

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

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

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

Article II. Definitions

Section 34-27 General

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

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

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

Section 34-28 Definitions

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

of the base flood.

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

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

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

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

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

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

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

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

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

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

capacity of riverine flood hazard areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

Section 34-29 Buildings and Structures

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

Section 34-30 Subdivisions

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

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

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

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

Section 34-31 Site Improvements, Utilities and Limitations

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

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

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

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

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

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

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

Section 34-32 Manufactures Homes

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

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

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

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

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

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

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

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

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

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

Section 34-33. Recreational Vehicles and Park Trailers

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

(1) Be on the site for fewer than 180 consecutive days; or

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

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

Section 34-34 Tanks

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

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

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

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

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Section 34-35 Other Development

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

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

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

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

R322.2.1 Elevation requirements.

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

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

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

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

Section 4. Fiscal Impact Statement.

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

Section 5. Conflict and Repealer.

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

Section 6. Applicability.

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

the effective date of this ordinance.

Section 7. Inclusion into the Code of Ordinances.

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

Section 8. Severability.

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

Section 9. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2017.

PASSED SECOND READING this ____ day of _____ 2017.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry
Shanique S. Scott

Taranza McKelvi

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: August 10, 2017
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 10, 2017:

General Fund

• Utility:		
	Comcast	\$ 164.85
	DeltaCom	1,255.90
	PBC Water	1,170.76
• PBC Sheriff		14,782.33
• Flagler Strategic, LLC		3,600.00
• Coastal Network		1,500.00
• Marathon Fleet		1,484.39
• Purchased of supplies, materials and parts		218.69 A
• Payment for various services		1,653.20 B
• Payroll deductions		3,427.04 C
• Other		3,722.01 D
	Total	\$ 32,979.17

Capital Project

Weekley Asphalt \$ 473,444.10

Revenues:

• Revenue Sharing	\$ 15,114.77
• Sales tax	5,493.90
Total	\$ 20,608.67

AP Check Register Report

City Of South Bay (CSBFND)

7/28/2017 9:58:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10099	AFLAC	AFLAC	7/28/2017	1,796.61	C
10100	BUSY BEE PARTY RENTA	BUSY BEE PARTY RENTALS	7/28/2017	335.00	D
10101	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	7/28/2017	113.50	C
10102	COMCAST	COMCAST	7/28/2017	164.85	
10103	DELTACOM 1058	EARTHLINK	7/28/2017	1,255.90	
10104	IAMAW	IAMAW	7/28/2017	324.72	C
10105	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC. USA	7/28/2017	109.20	B
10106	JERRY SEYMORE	JERRY SEYMORE	7/28/2017	233.00	D
10107	KEVIN BROWN, SR	KEVIN BROWN	7/28/2017	225.00	J
10108	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	7/28/2017	14,782.33	
10109	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	7/28/2017	180.00	B
10110	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	7/28/2017	505.26	C
10111	STITCH WORK PLUS	STITCH WORK PLUS	7/28/2017	488.86	B
10112	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	7/28/2017	303.02	J
10113	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	7/28/2017	176.49	D
10114	XEROX CORP	XEROX CORPORATION	7/28/2017	392.12	D
				Non-Electronic Transactions:	21,385.86
				Total Transactions:	21,385.86

AP Immediate Check Register Report

City Of South Bay (CSBFND)

7/28/2017 4:20:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10115	ORAIN SPENCER	ORAIN SPENCER	7/28/2017	200.00 void
Totals:			Total Transactions	200.00

AP Check Register Report

City Of South Bay (CSBFND)

8/2/2017 4:40:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10116	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	8/2/2017	225 00	P
10117	SEAWORLD PARKS AND	SEAWORLD PARKS AND ENTERTAINMENT	8/2/2017	540 00	L
Non-Electronic Transactions:				765 00	
Total Transactions:				765 00	

AP Check Register Report

City Of South Bay (CSBFND)

8/7/2017 4:29:29 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10118	ALLY	ALLY	8/7/2017	502.52	D
10119	BALLOON ART DESIGN	BALLOON ART DESIGN	8/7/2017	300.00	
10120	BUSY BEE PARTY RENTA	BUSY BEE PARTY RENTALS	8/7/2017	485.00	
10121	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	8/7/2017	1,500.00	
10122	FLAGLER DEVELOPMENT	FDG FLAGLER STATION II LLC	8/7/2017	1,800.00	
10123	FLAGLER STRATEGIES LI	FLAGLER STRATEGIES LLC	8/7/2017	1,800.00	
10124	JJAM RENTALS	JJAM RENTALS	8/7/2017	400.00	D
10125	LAKE HARDWARE	LAKE HARDWARE	8/7/2017	45.69	A
10126	LEGALSHIELD	PRE PAID LEGAL SERVICES INC	8/7/2017	25.90	
10127	LIBERTY NATIONAL	LIBERTY NATIONAL	8/7/2017	661.05	S
10128	MARTHON FLEET	WEX BANK	8/7/2017	1,484.39	
10129	MY DOCTOR	MARTIN T. HARLAND DO	8/7/2017	300.00	D
10130	ONE STOP SHOP	ONE STOP SHOP	8/7/2017	117.38	A
10131	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	8/7/2017	1,170.76	
10132	PERFORMANCE NAPA	PERFORMANCE NAPA	8/7/2017	35.62	A
10133	ROBBIE TIRE	ROBBIE TIRE	8/7/2017	20.00	J
10134	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	8/7/2017	180.00	B
				Non-Electronic Transactions:	10,828.31
				Total Transactions:	10,828.31

AP Check Register Report

City Of South Bay (CSBFND)

8/7/2017 4:37:28 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
107		WEEKLY ASPHALT PAVIN WEEKLEY ASPHALT PAVING, INC	8/7/2017	473,444.10
Non-Electronic Transactions:				473,444.10
Total Transactions:				473,444.10