

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
OCTOBER 03, 2017 @ 6:30 P.M.**

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

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. Agenda Items – October 03, 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, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION 100-2017

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018, PURSUANT TO FLORIDA STATUTES SECTION 200.065; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION 101-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AMENDING AND INCREASING LIEN SEARCH FEES RELATED TO REAL PROPERTY LOCATED WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF SOUTH BAY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION 102-2017

A RESOLUTION OF THE CITY OF SOUTH BAY RECOGNIZING FLORIDA CITY GOVERNMENT WEEK AS OCTOBER 23-29, 2017 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

6e. RESOLUTION 103-2017

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2017-2018; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE (SECOND AND FINAL READING)

7a. ORDINANCE 10-2017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING APPENDIX A, "ZONING," OF THE CITY CODE OF ORDINANCES TO BAN MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE CITY LIMITS; AMENDING ARTICLE IV- "DEFINITIONS", BY AMENDING SECTION 4.1- ESTABLISHED; AMENDING ARTICLE XXI,"SUPPLEMENTAL REGULATIONS APPLYING TO SPECIFIC, TO SEVERAL OR ALL DISTRICTS" DIVISION 1, BY ADOPTING A NEW "SECTION 21.1 GENERAL PROVISIONS, ITEM 12., MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES" PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR SEVERABILITY AND 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 – October 17, 2017

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT



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President

Nicely Jean

Vice President

Roxanne Schneider

Secretary

Jean-Michel Millien

Treasurer

Gary Clarence Davis

Director

Akibba Tingling

Monday September 25, 2017

Re: Building use for Dubois Institute for Arts and Social, Inc.

Greetings,

As we embark on the journey to educate the community while empowering individuals in the realms of the arts, business and social justice with our members and community support, we are happy for all who are partnering with us hand in hand. Our vision is to empower while creating opportunity for individuals that want to advance by teaching them hands on by experienced professionals in fields they would not have the advantage to access otherwise. As our non-profit organization, Dubois Institute for Arts and Social Justice, Inc. members are experts with over have over 50 years of experience in film, multi-media, other fine arts, business and social justice, be assured that the community will flourish not only with knowledge but economic development as well.

Our board is very happy to embark on the first project with sponsors/partners which is a full length film, currently in pre-production. This is the greatest opportunity for South Bay to be a part of teaching, learning, mentoring and hands on training to take place during the months of November 2017, December 2017 and January 2018. It is our hope that the City of South Bay will have the opportunity for not only a production benefit only but the greatest learning experience for individuals who otherwise would not have such occasion.

In addition to this project, please be assures that Dubois Institute for Arts and Social Justice, Inc. is committed to teaching regular classes on a regular basis. We are in this for the long term not only to train and develop individuals, but community and the City of South Bay as well.

Thank you in advance for your reading this correspondence. We look forward to not only communication but having the City of South Bay partner with Dubois Institute for Arts and Social Justice, Inc. for the future of education and development. For any questions or further information feel free to contact me directly at (561) 479-6773.

Sincerely,

A handwritten signature in black ink, appearing to be "Nicely Jean", written over a series of horizontal lines.

Nicely Jean
President

City of South Bay
City Workshop
September 05, 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 September 05, 2017 at 6:43 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
Edgar Kerr, Public Works Director

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

Mayor Kyles mentioned a presentation from Agri Soils, a company that wanted to do business in South Bay. He said that the area was on private owned property located north side of the Park of Commerce beside Palm Beach County Head Start.

Mayor Kyles mentioned discussion of Ordinance 10-2017 on its first reading. The City Clerk read Ordinance 10-2017 for the record.

An Ordinance of the City of South Bay, Florida, amending appendix A, "Zoning", of the city code of ordinances to ban medical marijuana treatment center dispensing facilities within the city limits; amending article IV- "Definitions", by amending section 4.1 - established; amending article XXI, "supplemental regulations applying to specific, to several or all district" Division 1, by adopting a new section 21.1 general provisions, item 12., medical marijuana treatment center dispensing facilities" providing for conflict and repealer; providing for inclusion in code; providing for severability and providing for an effective date.

The City Manager stated that Ordinance 10-2017 was to banned medical marijuana treatment centers dispensing facilities within the City of South Bay.

Finance Report

Commissioner Berry said that she would make a motion to table check register of August 29, 2017, until the next meeting.

City Clerk Report

The City Clerk mentioned a special meeting relating to the tentative budget on September 12, 2017 and requested a consensus from the Commission regarding a time schedule for 6:00 p.m. The commission gave a consensus to schedule a special meeting for tentative budget at 6:00 p.m. on September 12, 2017.

The City Clerk mentioned a city workshop at 6:30 pm on September 19, 2017 followed by a regular city meeting at 7:00 p.m.

The City Clerk mentioned a final budget meeting on September 26, 2017 and asked the commission for consensus that the meeting begin at 6:00 p.m. The Commission gave consensus to hold the final budget meeting at 6:00 p.m.

City Manager Report

The City Manager gave a brief update on Hurricane Irma.

Commissioner Scott requested an update on the City Parks and NW 1st Avenue road construction.

The City Manager said that there was not an update on the city parks, however some movement with the survey's relating to the City Parks. He said that the real issue was on the ground and would require storm water drainage, due to asking for gazebos and playground equipment.

The City Manager also mentioned that the RFP for NW 8th Avenue was not out yet. He said that staff was working on getting a scope of work to an affordable number.

Commissioner Scott requested information on the city marquee. The City Manager said that the city was currently on FDOT, regarding their response on what the city was able to do on the right-of-ways.

Vice-Mayor Wilson asked if the city finalized anything on MLK road. The City Manager replied, no. Vice-Mayor Wilson mentioned Hurricane Irma and asked if anyone decided to release the water from the lake. The City Manager responded that the Army Core of Engineers have decided to release the water from the lake, which is currently at 13.65 feet and South Florida Conservancy District would begin at 10:00 am, releasing storm water into the canals.

Mayor Kyles requested an update on garbage pick-up. The City Manager said "on the city website and facebook page" the city was asking all the residents to put their garbage out "today" and that waste management was working Wednesday and Thursday to pick up bulk trash pick-up.

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
September 05, 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 September 05, 2017 at 7:00 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
Edgar Kerr, Public Works Director

Mayor Kyles called for voting conflicts. There were none.

Mayor Kyles mentioned a presentation for Land and "Sam Jazayri" Group Companies from R.W. Schmid and Jason Disbrow, relating to a proposed development in South Bay by a Agri-Soil. *(Full discussion/presentation slideshow available through the City Clerk's Office)*

Mayor Kyles mentioned approval of the consent agenda, inclusive of city workshop and regular city meeting for August 15, 2017. The motion to approve the consent agenda was made by Commissioner Scott and seconded by Vice-Mayor Wilson . The vote was unanimously approved.

Ordinance

The City Clerk read Ordinance 10-2017, on its first reading, for the record.

Vice-Mayor Wilson made a motion to approve Ordinance 10-2017 on its first reading, an Ordinance of the City of South Bay, Florida, amending appendix A, "Zoning", of the city code of ordinances to ban medical marijuana treatment center dispensing facilities within the city limits; amending article 4 IV-"Definitions", by amending section 4.1 - established; amending article 21 XXI, "supplemental regulations applying to specific, to several or all district" Division 1, by adopting a new section 21.1 general provisions, item 12., medical marijuana treatment center dispensing facilities" providing for conflict and repealer; providing for inclusion in code; providing for severability and providing for an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

Rosenwald Elementary School

Commissioner Berry stated that Ms. Napier apologized for not being present at the meeting, however will be present at the next meeting.

Finance Report

Commissioner Berry mentioned tabling the finance report until the next meeting. Vice-Mayor Wilson made a motion to table the accounts payable report for August 29, until the next meeting. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

City Clerk Report

The City Clerk mentioned the following meeting dates and times.

- Special Meeting on September 12, 2017 at 6:00 p.m. relating to the city's tentative budget hearing.
- City Workshop and Regular City Meeting on September 19, 2017 beginning at 6:30 p.m.
- Special Meeting on September 26, 2017 at 7:00 p.m. relating to the final budget hearing

City Manager Report

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

Brownsfield Site - Close of the grant was in about 3-6 months. He said that the city would be able to sell the property to the end user.

Future Agenda Items

Commissioner Berry mentioned a strategic planning phase #2 in October.

Commissioners Comment for the good of the order

The Commission thanked everyone who attended the meeting.

Mayor Kyles adjourned the City Meeting at 8:08 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
City Workshop
September 19, 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 September 19, 2017 at 6:30 p.m.

Present:

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

Staff:

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

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

Mayor Kyles mentioned discussion of Tentative Budget.

The City Manager mentioned the following tentative appropriated budget funds for fiscal year 2017-2018:

- General Fund: \$2,157,638.00
- Florida Department of Transportation Palm Beach County and General Fund: \$1,364,885.00
- Water & Sewer Fund: \$150,875.00
- Sanitation Fund: \$615,750.00

Commissioner Berry stated that she had reviewed the content and reviewed and compared it to the last workshop. She asked if the workshop had been rescheduled. The City Manager confirmed that this was the tentative budget hearing that was scheduled for September 12, 2017 but had to be rescheduled due to Hurricane Irma.

Vice-Mayor Wilson mentioned the mosquito fund and asked if the funds were in a separate account. The City Manager said that the mosquito fund was in an account separate from the general fund account.

Mayor Kyles thanked the Finance Director and City Manager for the work that they have done, relating to the budget.

The City Manager said that the final budget hearing would take place on October 03, 2017 and is still in line with the state schedule.

Vice Mayor Wilson thanked Commissioner Berry for staying on top of Finance, as it was related to the budget.

Mayor Kyles called for discussion of item 6a. Resolution 98-2017. The City Clerk read Resolution 98-2017 for the record.

A Resolution of the City of South Bay, Florida, adopting and funding the tentative municipal budget of the City of South Bay, Florida, for the fiscal year commencing on October 01, 2017, through September 30, 2018: Pursuant to Section 200.065, Florida Statutes; providing for an effective date. The City Manager recommended approval of the tentative budget.

Finance Report

Commissioner Berry stated that at the last meeting, it was requested that she table the item relating to the accounts payable report. She stated that the item had been corrected.

The City Manager

The City Manager mentioned the following items:

- Demolition of 185 NW 10th Avenue - Funding will come from capital line item of \$17,930.00
- Letter of Interest were modified - New dates are due dates November 03,
- Modernization of Tanner and Cox Park - Miniature blue prints
- New Representative for Palm Beach County Business Development Board - Sherina Coleman
- Palm Beach County Community Services - be at City Hall this Thursday, September 21, 2017.

Due date was around the same time, staff will put out an addendum that will have a due date of November 03, 2017 and read during the November 07, 2017 meeting.

Vice-Mayor Wilson asked if The City was giving out blue tarps. The City Manager said the City gave 22 tarps as of today.

Commissioner Berry asked for clarification as to why the date would be amended relating to the LOI. The City Manager stated that it was due to the storm and that some of the companies were affected. He said that some companies wanted to respond and weren't able to do so or were limited on what they could do.

The City Manager also mentioned the new representative with the Palm Beach County Business Development Board, Sherina Coleman. He stated that she would make a formal introduction at a later date.

Commissioners Comment for the good of the order

Mayor Kyles mentioned Hurricane Irma and thanked the staff, local agencies and volunteers for all of their help during and after hurricane.

Mayor Kyles adjourned the City Workshop at 6:58 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
September 19, 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 September 19, 2017 at 7:00 p.m.

Present:

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

Resolution

The City Clerk read Resolution 98-2017 for the record.

Mayor Kyles called for public comments, there were none.

The City Manager recommended an annual budget for the City for fiscal year 2017-2018 commencing October 01, 2017, and ending September 30, 2018, which budget relies upon a millage rate of 6.3089 mills.

Vice-Mayor Wilson made a motion to approve Resolution 98-2017, a Resolution of the City of South Bay, Florida, adopting and funding the tentative municipal budget of the City of South Bay, Florida, for the fiscal year commencing on 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.

Finance Report

Commissioner Berry mentioned that at the last meeting she asked staff to table the financial report. She stated that the items that were requested were verified.

City Clerk Report

The City Clerk stated that the next city meeting was scheduled for October 03, 2017 with a workshop at 6:30 p.m. followed by a regular meeting at 7:00 p.m.

City Manager Report

The City Manager mentioned the following items:

- Demolition of 185 NW 10th Avenue - Funding will come from capital line item of \$17,930.00
- Letter of Interest were modified - New dates are due dates November 03,
- Modernization of Tanner and Cox Park - Miniature blue prints
- New Representative for Palm Beach County Business Development Board - Sherina Coleman
- Palm Beach County Community Services - be at City Hall this Thursday, September 21, 2017.

Barbara King asked if the information can be given to the residents that are without internet access in reference to the Palm Beach Community Services. The City Manager stated that Palm Beach County is getting that information out to the residents.

The City Manager also mentioned that the Senior Ball had been rescheduled for October 28, 2017.

Future Agenda Items

Commissioner Berry asked to revisit and reassess the Strategic Planning Process, look at the city's economic process and issue a historical base. She said that the National League of Cities will have a conference in Charlotte, NC with a focus on history and economic development. The Commissioners will get together and talk about how they want to move forward in this historical planning, for a workshop to be a message from the people.

Commissioners Comment for the Good of the Order

Commissioner Mc Kelvin thanked all who attended the meeting and thanked Barbara King and Tammy Jackson for all they have done for the citizens.

Commissioner Scott thanked all who attended the meeting and thanked staff for all they have done through Hurricane Irma. She also thanked the residents for being patient in the time of displacement.

Commissioner Berry thanked all who attended the meeting.

Vice-Mayor Wilson thanked all who attended the meeting. He also thanked Barbara King for all she has done before, during and after the hurricane. He also mentioned Kenia Phillips, who invited people to her home and cooked food for the residents.

Mayor Kyles mentioned Hurricane Irma and thanked the staff, local agencies and volunteers for all of their help during and after hurricane.

Mayor Kyles adjourned the City Meeting at 7:34 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION NO. 99-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Manager of the City of South Bay ("City") has recommended an annual budget for Fiscal Year 2017-2018, commencing October 1, 2017, through September 30, 2018; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay, Palm Beach County has been certified by the County Property Appraiser to the City of South Bay, Palm Beach County, Florida as Sixty Four Million Six Hundred Forty Seven Thousand Three Hundred Sixty Dollars (\$64,647,360.00); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") held a public hearing on September 19, 2017, allowing for public comments on the budget and the proposed millage rate for Fiscal Year 2017-2018, commencing October 1, 2017, through September 30, 2018; and

WHEREAS, after the public hearing on September 19, 2017, the City Commission adopted Resolution 98-2017, thereby tentatively adopting a millage rate for Fiscal Year 2017-2018; and

WHEREAS, a second public hearing was held on October 3, 2017, allowing for public comments on the budget and the tentative millage rate for Fiscal Year 2017-2018; and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has

considered the comments of the public regarding the millage rate and the rolled-back rate for Fiscal Year 2017-2018.

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

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

Section 2. **Final Millage Rate.** The City Commission of the City of South Bay hereby adopts a final millage rate of 6.3089 mills for Fiscal Year 2017-2018, commencing October 1, 2017, through September 30, 2018, which is \$6.3089 per \$1,000.00 of taxable property value within the City of South Bay.

Section 3. **Computation of Rolled-Back Rate.** The rolled-back rate for the City of South Bay for the Fiscal Year commencing October 1, 2017, through September 30, 2018, shall be and is hereby fixed at the rate of 6.1784 mills. The percentage increase in the millage rate over the rolled-back rate is 2.11%.

Section 4. **Instructions To The City Manager.** The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Constitutional Tax Collector's Office.

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

PASSED and ADOPTED this 3rd day of October 2017.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

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

RESOLUTION 100-2017

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018, PURSUANT TO FLORIDA STATUTES SECTION 200.065; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the adoption and implementation of a tentative fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for the City of South Bay, Florida is essential; and

WHEREAS, the City of South Bay ("City"), on October 3, 2017, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City set forth the appropriations and revenue estimate for the Budget for fiscal year 2017-2018 in the amount of Four Million Two Hundred Eighty-Nine Thousand One Hundred Forty- Eight Dollars (\$4,289,148.00); and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the budget for fiscal year 2017-2018.

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. Adoption of Final Budget. The City Commission of the City South Bay, Florida, hereby adopts the following fund budgets for the fiscal year, commencing October 1, 2017 through September 30, 2018 in final form and states:

1. The City Commission finds and determines that sums set forth in the following fund budgets are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.

- (a) There is hereby appropriated from General Fund of the City of South Bay for the above-described fiscal year, total sum of Two Million One Hundred Fifty-Seven Thousand Six Hundred Thirty-Eight Dollars (\$2,157,638.00) to provide for the budget of General Fund.
- (b) There is hereby appropriated from Florida Department of Transportation, Palm Beach County and General fund for the above-described fiscal year the total sum of One Million, Three Hundred Sixty-Four Thousand Eight Hundred Eighty-Five Dollars (\$1,364,885.00) to provide for the Budget of the Capital Project Fund.
- (c) There is hereby appropriated from Water and Sewer Fund of the City of South Bay for the above-described fiscal year, total sum of One Hundred Fifty Thousand Eight Hundred Seventy-Five Dollars (\$150,875.00) to provide for the Budget of the Water and Sewer Fund.
- (d) There is hereby appropriated from Sanitation Fund of the City of South Bay for the above-described fiscal year, total sum of Six Hundred Fifteen Thousand Seven Hundred Fifty Dollars (\$615,750.00) to provide for the Budget of the Sanitation Fund.

Section 3. **Effective Date.** This resolution shall take effect immediately upon its adoption

PASSED and ADOPTED this 3rd Day of October 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
PROPOSED BUDGET - GENERAL FUND REVENUES
2017-2018

	2014-2015			2015-2016			2016-2017		% of Collection	2017-2018 Proposed Budget
	BUDGET	YTD Actual		BUDGET	YTD Actual		BUDGET	YTD 9 Month		
AD VALOREM TAXES	\$ 317,395	\$ 317,550	\$ 348,036	\$ 348,404	\$ 348,404	\$ 368,324	\$ 312,821	\$ 387,461	85%	\$
DELINQUENT AD VAL. TAX	2,500	2,315	8,175	15,252	5,418	2,850	5,418	3,950	204%	
LOCAL OPTION GAS TAX	82,550	79,987	80,000	74,726	52,529	75,950	52,529	86,950	69%	
.05 LOCAL OPT GAS TAX	38,250	37,594	37,700	34,463	23,344	35,070	23,344	39,500	67%	
ELECTRICAL FRANCHISE FEE	188,500	190,494	167,750	186,155	100,887	173,400	100,887	177,500	58%	
WASTE Management Franchise FEE	29,500	29,494	29,500	29,494	1,128	35,000	1,128	39,235	3%	
SOLID WASTE FR FEE	2,150	1,718	1,850	1,353	1,228	1,150	1,228	2,150	107%	
ELECTRICAL UTILITY TAX	222,500	240,732	233,150	241,422	159,379	245,000	159,379	245,000	65%	
TELEPHONE UTILITY TAX	51,000	53,902	51,000	54,465	29,132	52,620	29,132	54,850	55%	
PROPONE UTILITY TAX	7,250	8,010	7,200	9,356	2,372	7,800	2,372	7,800	30%	
FUEL TAX REFUND	2,150	1,881	850	766	610	850	610	850	72%	
OCCUPATIONAL LICENSES	13,750	14,933	13,150	12,729	14,139	13,000	14,139	13,500	109%	
QUALIFYING FEES	50	100	-	-	125	200	125	150	0%	
DELINQUENT OCC LIC FEE	-	-	-	-	-	-	-	-	0%	
BUILDING PERMIT	33,550	43,716	97,500	109,204	183,208	200,000	183,208	140,000	92%	
COUNTY OCCUPATIONAL LIC	10,000	13,075	10,000	12,753	7,214	10,000	7,214	11,750	72%	
CDBG Payroll	28,450	28,450	81,785	41,020	16,370	30,212	16,370	30,372	54%	
Del. Of Economic Opportunity	25,000	25,000	-	-	-	-	-	-	0%	
JAG Grant	-	-	-	385	-	-	-	-	0%	
STATE REVENUE SHARING	146,500	157,355	155,880	167,789	124,575	171,000	124,575	195,863	73%	
MOBILE HOME LICENSE TAX	1,500	1,358	1,375	1,271	1,188	1,375	1,188	1,275	86%	
ALCOHOLIC BEV LICENSE	985	979	1,175	1,028	392	750	392	750	52%	
LOCAL GOVT 1/2 SALES TAX	211,500	222,683	225,500	241,632	154,166	250,000	154,166	267,000	62%	
PAYMENT IN LIEU OF TAXES	15,595	15,592	13,150	15,198	11,266	15,000	11,266	9,750	75%	
CORRECTIONAL FACILITY	275,560	275,560	275,560	275,560	275,560	275,560	275,560	275,560	100%	
CERTIFYING, COPY & RECORD	-	191	175	181	208	175	208	175	0%	
DOT STREET LIGHT	10,478	10,478	10,792	10,792	13,065	13,065	13,065	13,457	100%	
PUBLIC SAFETY- CARNIVAL	-	-	-	-	5,825	5,825	5,825	4,750	0%	
MOSQUITO FEES	32,500	35,634	33,000	38,178	22,974	33,500	22,974	35,550	69%	
FINE & FORFEITURES	7,500	5,544	5,250	4,135	3,279	4,500	3,279	4,500	73%	
INTEREST EARNINGS	250	577	360	783	561	700	561	750	0%	
LAW ENFORCE. INTER. EARN	-	-	-	-	-	-	-	-	0%	
INTEREST - AD Valorem Tax	100	18	100	2,111	786	125	786	225	629%	
RENTAL - COMMERCE CENTER	7,800	7,800	7,800	7,800	5,200	7,800	5,200	3,400	67%	
RENTAL-LAND USE	-	-	-	-	-	-	-	-	0%	
TOWER 900	15,000	15,000	15,000	15,000	10,000	15,000	10,000	15,000	67%	
MAGISTRATE FEE	-	317	-	2,219	900	-	900	-	0%	
RENTAL-RECREATION FAC.	-	11,164	7,250	9,665	7,375	10,000	7,375	10,000	74%	
RENT - DAY CARE CENTER	9,500	-	-	-	-	-	-	-	0%	
SALE OF REAL ESTATE	-	-	255,000	-	249,894	-	249,894	-	100%	
SALES OF FIXED ASSETS	-	-	-	1,053	-	-	-	-	-	

**CITY OF SOUTH BAY
PROPOSED BUDGET - GENERAL FUND REVENUES
2017-2018**

	2014-2015		2015-2016		2016-2017		% of Collection	2017-2018 Proposed Budget
	BUDGET	YTD Actual	BUDGET	YTD Actual	BUDGET	YTD 9 Month		
001-036-366200 ORATORICAL CONTEST		400	-	400	400	462	116%	400
001-036-366250 Tanner Park Summer Program		10	-	-	-	375	-	-
001-036-366290 INSURANCE REFUND	20,900	32,599	-	5,042	-	-	-	-
001-036-366450 DONATIONS	11,500	13,202	15,900	16,700	10,000	17,575	176%	10,000
001-036-366451 IN KIND CONTRIBUTION		-	-	-	-	-	-	-
001-036-366551 DONAT. SENIOR CITIZEN - RESTRICTED	3,920	-	4,160	-	4,403	-	0%	-
001-036-369100 MISCELLANEOUS REVENUE	2,000	2,199	2,000	6,146	2,000	2,165	108%	4,640
001-038-381410 TRANS. FROM W & S/Minister Fee	-	-	-	-	-	-	-	2,000
001-038-381440 TRANS. FROM SANITATION	-	-	59,765	59,765	59,900	-	-	61,575
	<u>\$ 1,827,633</u>	<u>\$ 1,897,411</u>	<u>\$ 2,256,838</u>	<u>\$ 2,054,395</u>	<u>\$ 2,382,197</u>	<u>\$ 1,817,695</u>	<u>76%</u>	<u>\$ 2,157,638</u>

**City of South Bay
Projected Expenditures Summary
General Fund
2017-18**

Dept.	Department	Position FTE	Personnel	Operating	Capital/non operat	TOTAL	%	2016-17 Amended budget
101	Legislative	5	\$ 64,200	\$ 18,125	\$ -	\$ 82,325	3.82	\$ 76,570
111	City Manager Office	2	173,180	20,140	6,060	199,380	9.24	200,710
121	City Clerk	1.5	60,585	17,475	1,200	79,260	3.67	89,544
131	Finance	2	171,564	2,820	3,000	177,384	8.22	175,721
141	Legal	-	-	70,000	-	70,000	3.24	70,000
151	Planning & Zoning	2	77,800	98,225	7,200	183,225	8.49	197,102
161	Human Resource	-	14,768	4,245	-	19,013	0.88	19,255
191	Non Department	0.50	8,615	269,154	-	277,769	12.87	273,616
311	Community Development	2	114,490	31,600	-	146,090	6.77	119,205
611	Public Safety	-	-	185,761	-	185,761	8.51	182,388
711	Parks & Recreational	1	44,681	45,460	15,000	105,141	4.87	94,990
811	Public Works	7	356,107	134,220	16,964	507,291	23.51	493,128
	Transfer to Capital Project Fund					125,000	5.79	389,968
	City of South Bay 2017-18	23	1,085,989	897,225	49,424	2,157,638	100.00	2,382,197

Total estimated Revenues

2,157,638

Excess of expenses over revenues

0

**CITY OF SOUTH BAY
CAPITAL PROJECT - FUND 318
2017 - 2018**

	2015-2016		2016-2017		2017-18 Proposed Budget
	BUDGET	YTD ACTUAL	BUDGET	9 Month	
Revenues:					
318-033-334410 PBC Grant	\$ 400,000	\$ 4,900	\$ 400,000	\$ -	\$ 395,100
318-033-334411 DOT - Street Resurfacing	170,000	169,468	-	-	-
318-033-334412 DOT - Street Improvement (MLK)	1,416,687	144,042	1,416,687	521,024	-
318-033-334413 DOT - Street Resurfacing 2nd Proj.	-	-	170,000	22,104	147,896
318-033-335180 Local Gov 1 Cent Sales Tax	-	-	125,000	72,799	225,000
Transfer In From GF 2015-16	336,921	81,921	-	-	-
Interest Income	-	-	-	25	-
318-038-381001 Transfer In From GF	-	-	471,889	317,394	125,000
Fund Balance					471,889
Total Revenues	\$ 2,323,608	\$ 400,331	\$ 2,583,576	\$ 933,346	\$ 1,364,885
Expenditures:					
318-311-546100 Building Maintenance	\$ 125,000	\$ -	\$ 125,000	\$ 38,549	\$ 86,451
318-311-546150 Park Improvement	400,000	5,550	400,000	-	395,100
318-311-546200 Street Improvement	1,416,687	144,042	1,416,687	763,019	-
318-311-546210 Street Imp. Resurfacing Project	381,921	170,268	448,121	22,104	147,896
318-311-546215 Local Street Improvement Project	-	-	193,768	-	735,438
Fund Balance		80,471	-	-	-
Total Expenditures	\$ 2,323,608	\$ 400,331	\$ 2,583,576	\$ 823,672	\$ 1,364,885

**CITY OF SOUTH BAY
PROPOSED BUDGET - W&S (410)
2017-18**

	2014-2016		2015-2016		2016-17		% of Collection	2017-18 Proposed Budget
	BUDGET	YTD Actual	BUDGET	YTD Actual	BUDGET	YTD 9 Month		
Revenues:								
410-034-343910 Municipal Entity Revenue	\$ 135,000	\$ 152,928	\$ 135,000	\$ 149,725	\$ 150,000	\$ 92,241	61%	\$ 150,000
410-036-361100 Interest	200	729	500	734	950	502	53%	875
410-036-363200 Grant EPA	-	-	-	-	-	-	-	-
Total Revenues	135,200	153,657	135,500	150,459	150,950	92,743	61%	150,875
Expenditures:								
410-411-531300 Professional services	-	-	-	-	-	-	-	-
410-411-542200 Bank Charge	1,000	1,000	1,000	1,000	1,000	1,000	100%	1,000
410-421-599100 City of Belle Glade	-	-	60,000	60,000	60,000	45,000	75%	60,000
410-431-546400 W & S Maintenance	-	-	-	-	-	-	0%	-
410-431-546500 Refund	-	14,000	14,000	14,000	-	-	-	-
410-431-571550 Loan P & I	47,310	13,592	47,310	47,310	47,310	39,424	83%	47,310
410-431-599000 Depreciation	-	2,570	-	-	-	-	-	-
410-441-581001 Transfer out to GF/Administ	-	-	-	-	-	-	0%	-
410-441-590000 Reserve	86,890	122,495	13,190	28,149	42,640	7,319	-	42,565
Total Expenditures	\$ 135,200	\$ 153,657	\$ 135,500	\$ 150,459	\$ 150,950	\$ 92,743	61%	\$ 150,875

**CITY OF SOUTH BAY
PROPOSED BUDGET - SANITATION (440)
2017-2018**

	2014-2015		2015-2016		2016-2017		2017-2018 Proposed Budget
	BUDGET	YTD Actual	BUDGET	YTD Actual	BUDGET	YTD 9 Month	
Revenues:							
440-034-343411 GARBAGE REMOVAL FEE	\$ 475,000	\$ 519,589	\$ 495,000	\$ 531,578	\$ 495,000	\$ 335,954	\$ 505,500
440-034-343414 TRASH REMOVAL	75,500	85,427	77,500	86,563	77,500	55,085	81,000
440-034-343415 RECYCLING FEE	21,500	24,187	21,500	27,111	21,500	15,495	22,500
440-036-361100 INTEREST	-	4,401	3,650	5,743	5,000	5,808	6,750
Total Revenues	572,000	633,604	597,650	650,995	599,000	412,342	615,750
Expenditures:							
440-811-544200 Bank Service Charge							-
440-811-544400 Collection Fee	5,720	6,267	5,977	6,458	6,000	4,599	6,000
440-811-544500 Contract Services	343,000	336,344	343,000	331,727	355,000	344,563	443,935
440-811-54xxxx Refund		124	-	-	-	-	-
440-900-581001 Transfer out to GF (Admin. Fee)	-	-	58,765	59,765	59,900	-	61,575
440-900-599000 Reserve	223,280	290,869	188,908	253,045	178,100	63,180	104,240
Total Expenditures	\$ 572,000	\$ 633,604	\$ 597,650	\$ 650,995	\$ 599,000	\$ 412,342	\$ 615,750
Net Income	-	-	-	-	-	-	-

RESOLUTION 101-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AMENDING AND INCREASING LIEN SEARCH FEES RELATED TO REAL PROPERTY LOCATED WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF SOUTH BAY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay processes and conducts lien search requests from individuals, attorneys, banks, and title companies to ascertain the most accurate information available on properties within the City boundaries often times in the process of being sold or refinanced; and

WHEREAS, City staff within the Departments of Administration, Finance and Building expend a significant amount of time researching City records in order to provide current information to those requesting lien searches; and

WHEREAS, the City charges a fee of \$2.00 to conduct lien searches and that fee has not increased since 1979; and

WHEREAS, an increase of the City's lien search fee is necessary in order to recoup the costs associated with City's staff time and expenses associated with conducting lien searches.

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

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

Section 2. Approval of Lien Search Fee Increase. The City Commission of the City of South Bay, Florida hereby amends the lien search fee to increases said fee as follows:

Cost of Lien Search Request: ~~\$2.00 per Property~~ \$50.00 for standard service per property and \$75.00 for rush order requests per property.

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

PASSED and ADOPTED this 3rd day of October, 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

335 S.W. 2nd Avenue
South Bay, FL 33493
Phone: 561-996-6751
Fax: 561-996-7950



LIEN SEARCH REQUEST

Please allow 5-7 days response time.

Date:

Company Name:

Address:

City:

State:

Zip Code:

Phone: ()

Fax: ()

Date of Request:

Property requesting lien search for:

Owner(s) Name:

Property Address:

Property Control Number:

Lot:

Block:

Subdivision:

Folio#/PCN#:

Cost of Lien Search Request: \$2.00 per Property

Forms of Payment:

Check/ Money Order/Cash

Make Check/Money Order payable to:

City of South Bay
335 S.W. 2nd Avenue
South Bay FL.33493

Please contact Palm Beach County Water Utilities regarding any liens associated with water/sewer bills

Main Number: 1-877-477-1305 Website: <http://www.pbcbgov.com/waterutilities/>

CITY OF SOUTH BAY

335 S.W. 2nd Avenue

South Bay, FL 33493

Phone: 561-996-6751

Fax: 561-996-7950



LIEN SEARCH REQUEST

Please allow 5-7 days response time.

Date:

Company Name:

Address:

City:

State:

Zip Code:

Phone: ()

Fax: ()

Date of Request:

Property requesting lien search for:

Owner(s) Name:

Property Address:

Property Control Number:

Lot:

Block:

Subdivision:

Folio#/PCN#:

Cost of Lien Search Request: ~~\$2.00 per Property~~ \$50.00 and \$75.00 for rush order requests, per Property

Forms of Payment:

Check/ Money Order/Cash

Make Check/Money Order payable to:

City of South Bay

335 S.W. 2nd Avenue

South Bay FL 33493

Please contact Palm Beach County Water Utilities regarding any liens associated with water/sewer bills

Main Number: 1-877-477-1305 Website: <http://www.pbcbgov.com/waterutilities/>

RESOLUTION 102-2017

A RESOLUTION OF THE CITY OF SOUTH BAY RECOGNIZING FLORIDA CITY GOVERNMENT WEEK AS OCTOBER 23-29, 2017 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF SOUTH BAY 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. Florida City Government Week Proclamation. The City of South Bay encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week. The City of South Bay encourages educational partnerships between city government and schools, as well as civic groups and other organizations. The City of South Bay supports and encourages

all Florida city governments to actively promote and sponsor Florida City Government Week.

Section 3. Effective Date. This Resolution shall take effect immediately upon passage and adoption by the City Commission.

PASSED and ADOPTED this 3rd day of October, 2017.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION: 103-2017

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2017-2018; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") desires to utilize community development block grant ("CDBG") funding to support code enforcement services for Fiscal Year 2017-2018; and

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for implementation of a CDBG Program in certain areas of Palm Beach County; and

WHEREAS, Palm Beach County had made available Thirty-Eight Thousand One Hundred Ninety Eight Dollars (\$38,198.00) in CDBG funding to the City of South Bay for code enforcement services and specifically for the enforcement of applicable housing and building codes.

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

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

Section 2. Approval of Contract and Authorization of City Manager. The City Commission of the City of South Bay, Florida ("City Commission") hereby approves the Community Development Block Grant Agreement between Palm Beach County and the City for support of code enforcement services in the amount of Thirty-Eight Thousand One Hundred Ninety Eight Dollars (\$38,198.00), as specifically set forth in Exhibit "A" attached hereto. The City Commission hereby authorizes the City Manager to execute the contract attached in 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 take effect immediately upon passage and adoption by the City Commission.

PASSED and **ADOPTED** this 3rd day of October, 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: _____

VOTE:

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE CITY OF SOUTH BAY**

THIS AGREEMENT, entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S.W. 2ND Avenue, South Bay, FL 33493**

WHEREAS, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, **Palm Beach County** made **\$38,198** in CDBG funds available to the **City of South Bay** to provide services to low and moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

WHEREAS, **Palm Beach County** and the **City of South Bay** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage the **City of South Bay** to implement such undertakings of the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Municipality" means the **City of South Bay**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Exhibit A of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate Income Persons on an Area-Wide Basis**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Municipality's letterhead using the format in Exhibit "B", both Exhibits being attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **THIRTY EIGHT THOUSAND ONE HUNDRED AND NINETY-EIGHT DOLLARS (\$38,198)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-17-UC-12-0004. The effective date shall be October 1, 2017 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Municipality and HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HES.

THE CITY OF SOUTH BAY

No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HES in writing within thirty (30) days of receiving notification from the funding source and shall submit a cost allocation plan for approval by the HES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following, among others, require the prior written approval of the HES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Municipality may request program income be used to fund other eligible uses, subject to HES approval, and provided the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration or earlier termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

12. PROJECT BENEFICIARIES

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Municipality shall provide written verification of compliance to HES upon HES's request.

13. EVALUATION AND MONITORING

The Municipality agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

Upon request, the Municipality agrees to furnish copies of transcriptions of such records and information as is determined necessary by HES. The Municipality shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Municipality shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Municipality shall allow HES or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$750,000 of Federal awards, the Municipality shall comply with the provisions of 2 CFR 200. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200.501 through 200.507, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under 2 CFR 200, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by 2 CFR 200. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration or early termination which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by HES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. INDEMNIFICATION

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

19. INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain, or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

Certificate(s) of Insurance Prior to execution of this Agreement, the Municipality shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage .

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

20. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HES, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Municipality shall cooperate with HES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HES.

23. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HES's support for all activities made possible with funds available under this Agreement.

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200.501 through 200.507
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County or the Municipality may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

29. PROJECT REPRESENTATIVE

The Municipality must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Municipality in the performance of the work. Communication with the Municipality shall be through this Representative. The Municipality shall notify HES immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

30. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

31. **NO FORFEITURE**

The rights of the County or the Municipality under this Agreement shall be cumulative and failure on the part of the County or the Municipality to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

32. **PUBLIC ENTITY CRIMES**

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

33. **DRUG - FREE WORKPLACE**

The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

34. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

35. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

36. **SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

37. **REMEDIES**

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

38. **PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the County.
- D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of nineteen (19) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.

41. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

THE CITY OF SOUTH BAY

WITNESS our Hands and Seals on the _____ day of _____, 20__.

(MUNICIPAL SEAL)

THE CITY OF SOUTH BAY

By: _____
Joe Kyles, Mayor

By: _____
Leondrae Camel, City Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within legal boundaries of the Municipality. Specifically, CDBG funds will be used to pay a portion of the salary and benefits (health insurance only) for one (1) full-time Code Compliance Officer (hereinafter referred to as "Officer") whose duties shall include, among other things:

- Researching and maintaining updated applicable building code;
- Advising citizens and building professionals of zoning and land-use requirements;
- Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes;
- Performing on-site inspections of businesses to ensure that proper licensing are in place;
- Responding to complaints regarding code violations; and
- Taking action, including citations, to ensure code compliance when violations are identified.

- B. **CODE COMPLIANCE OFFICER:** As indicated above, the Municipality shall employ an Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement, and be able to demonstrate the qualifications that enable them to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to HES, the Municipality shall submit the following documents:

- Documentation documenting that the position of the Officer (if such position were filled as a new position as a result of this Agreement) was competitively solicited prior to the Officer's appointment to the position, and documenting that the opening for the position was advertised in a public forum in order to elicit applications from all prospective applicants.
- Documentation showing the annual or hourly salary paid for the position of the Officer.
- Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
- List of all paid holidays.

- C. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:

(1) A **Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to HES by the 10th day of each month, and shall document the actual number and description of the code enforcement activities performed in the CDBG Target Area. The CDBG Target Area is defined as all lands within the legal boundaries of the Municipality.

(2) A **Detailed Monthly Narrative Report** (attached as Exhibit "D" and incorporated by reference) shall be submitted to HES by the 10th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

- D. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for salary and benefits listed under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for payment of salary and benefits for the Officer. The Municipality attests to the accurate completion of Exhibit "E", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Further budget changes within the designated contract amount can be approved in writing by the HES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

- E. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend at least 45% (\$17,189) of this allocation by March 30, 2018; and
- (2) Expend the remainder of the funding allocation by September 30, 2018.

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Municipality further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.

- F. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Municipality to submit invoices.

Additionally, a Daily Activity Record (Exhibit "C") shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Officer. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task.
- Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, pension contributions, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (e.g., contribution to FICA, health insurance, retirement, etc.).
- Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.

- G. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed **\$38,198** for the salary and benefits of the Code Enforcement Officer as delineated in the budget below:

<u>Code Compliance Officer</u>	
Regular Salary	\$ 32,000.00
Health Insurance	\$ 6,198.00
TOTAL	\$ 38,198.00

NOTE: Amounts noted above are estimates only. Actual amounts requested by the Municipality for reimbursement may vary from the above budget. In any case, the total amount paid to the Municipality shall not exceed **\$38,198**.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R_____ - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

THE CITY OF SOUTH BAY

EXHIBIT "C"
DAILY ACTIVITY RECORD

Period covered by this reimbursement request _____

Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
TOTAL HOURS	_____		

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

EXHIBIT "D"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Municipality: City of South Bay
 Address: 335 SW 2nd Avenue
 South Bay, FL 33493

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$_____	\$_____

Source of Program Income: _____

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u>	<u>BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
		<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "E"

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2017-18 PALM BEACH COUNTY CDBG								CONTACT NAME: Leondrae Camel TITLE: City Manager PHONE: 561-996-8731							
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
Code Compliance Officer	0			\$32,000	100%	\$0		\$0		\$0		\$0		\$0	\$32,000
Fringe Benefits:															
FICA						\$0		\$0		\$0		\$0		\$0	
Retirement						\$0		\$0		\$0		\$0		\$0	
Unemployment						\$0		\$0		\$0		\$0		\$0	
Health Insurance				\$6,198		\$0		\$0		\$0		\$0		\$0	\$6,198
Workers Comp						\$0		\$0		\$0		\$0		\$0	
Overtime and associated FICA/unemployment						\$0		\$0		\$0		\$0		\$0	
						\$0		\$0		\$0		\$0		\$0	
Sub-Total Personnel						\$0		\$0		\$0		\$0		\$0	
B. OPERATING COSTS															
1 Professional Fees															
	Audit Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Gas & Lube			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Tires			\$0		\$0		\$0		\$0		\$0		\$0	\$0
2	Insurance			\$0		\$0		\$0		\$0		\$0		\$0	\$0
3	Supplies			\$0		\$0		\$0		\$0		\$0		\$0	\$0
4	Communications/Postage/Shipping			\$0		\$0		\$0		\$0		\$0		\$0	\$0
5	Occupancy			\$0		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$38,198		\$0		\$0		\$0		\$0		\$0	\$38,198