



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

**CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
335 SW 2ND AVENUE, SOUTH BAY FL 33493**

**TUESDAY, NOVEMBER 07, 2017
7:00 P.M.**

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

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION, MANNER AND TIME

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

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

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

APPEALS

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

DECORUM

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

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
NOVEMBER 7, 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 17, 2017**
- 4. ADJOURNMENT**

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2016-2017; PROVIDING FOR EFFECTIVE DATE.

6b. RESOLUTION 109-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF MOSQUITO CONTROL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 110-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO PROPERLY NOTICE AN INVITATION TO BID PROCESS FOR THE SALE OF SAID REAL; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 111-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE (SECOND AND FINAL READING)

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – November 21, 2017

11. CITY MANAGER REPORT

11a. Park of Commerce Letters of Interest

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
City Workshop
October 03, 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 October 03, 2017 at 6:30 p.m.

Present:

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

Staff:

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

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

Mayor Kyles said that there will be the following presentations made in the regular city meeting:

- Dubois Institute of Arts and Social Justice by Gary Davis
- Herbert Hoover Dike by Commissioner Berry
- Newly Elected A.V.I.D Officers by Ms. Jacobs

Mayor Kyles mentioned discussion of Resolution 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 01, 2017, through September 30, 2018, pursuant to section 200.065, Florida Statutes; computing the rolled-back rate; providing for the adoption of representations; providing instruction to the City Manager; providing for an effective date. The City Clerk read Resolution 99-2017 for the record.

The City Manager stated that the gross taxable value for operating purposes was not exempt from taxation within the City of South Bay. He said that Palm Beach County had been certified by the Palm Beach County Property Appraisers, for the City of South Bay/Palm Beach County Florida in the amount of \$64,647,360.00. He said that the City Commission held a public hearing on September 19, 2017, allowing for public comments on the proposed budget and millage rate for fiscal year 2017-2018. He said after the public hearing the Commission adopted Resolution 98-2017, tentatively adopting the millage rate for fiscal year 2017-2018. He also said that a second public hearing would take place "today" October 03, 2017 relating to the budget and tentative millage rate for fiscal year 2017-2018. He said that the Commission would adopt their final millage rate of 6.3089 mills per 1,000 of taxable property values within the City of South Bay. He said that the roll back rate for fiscal year 2017-2018 was 6.1784 mills and the percentage increase the millage rate over the roll back rate was 2.11%.

Mayor Kyles mentioned discussion of Resolution 100-2017, a Resolution of the City of South Bay, Florida, adopting the final budget for the fiscal year commencing October 01, 2017, through September 30, 2018, pursuant to Florida Statutes Section 200.065; Providing for an effective date. The City Clerk read Resolution 100-2017 for the record.

The City Manager stated that the city set forth the appropriations and revenues for the estimates of the budget for fiscal year 2017-2018 in the amount of \$4,289,148.00. He said that the city would adopt the following fund budget for fiscal year commencing October 01, 2017 through September 30, 2018:

General Fund: \$2,157,638.00

FDOT/PBC/General Fund: \$1,364,885.00

Water and Sewer: \$150,875.00

Sanitation: \$615,750.00

Mayor Kyles mentioned discussion of 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. The City Clerk read Resolution 101-2017 for the record.

The City Manager mentioned that the increase for city lien search fees were necessary to recoup the cost associate with city staff time and expenses associated with conducting lien searches. He said that the city had not touched the fee in over 20 years.

Mayor Kyles mentioned discussion of Resolution 102-2017, a Resolution of the City of South Bay, Florida, recognizing Florida City Government week as October 23-29, 2017 and encouraging all citizens to support the celebration and corresponding activities. The City Clerk read Resolution 102-2017 for the record.

The City Manager said that Florida City Government Week would offer an important opportunity for elected officials and city staff to spread the word to all citizens, on how they could shape and influence the branch of government.

Commissioner Berry .. suggest that the city provide the opportunity for the those children to come to the Barnes and noble, constitution general knowledge in the chambers and legislative process, ..

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

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
October 03, 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 October 03, 2017 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for voting conflicts. There were none.

Presentations

Mayor Kyles called for the following presentations: *(full presentation/recording available through the City Clerk's Office)*

- 3a. Dubois Institute of Arts and Social Justice - Gary Davis (requesting the old mosaic hall from the city.)
- 3b. Herbert Hoover Dike - Commissioner Berry (relating to the rehabilitation being completed by 2025)
- 3c. Newly Elected A.V.I.D. Officers - Ms. Jacobs (mentioned Avid Open House 6:00 p.m. Lake Shore Hall.)

Public Comments *(full presentation/recording available through the City Clerks Office)*

Steve Messem made a comment on Global Youth Initiative and Leadership. He said that he will be doing a leadership marathon on October 12th beginning at 4:45 p.m., where 200 people from the Glades will be educated on leadership. He said that he would like to partner with the city. He requested that the city to donate towards purchasing back packs.

Barbara King made a comment relating to concerns with the lighting and more firm side rails on the road heading to Villa Lago.

The City Manager said that the issue had been discussed about 2 years on trying to get a permit from Army Corp of Engineers, He said that in 1960 the city received a permit from DOT that gave the city the existing 1800 feet of guardrails installed. He said, as of August 31st the Army Core of Engineers still have not issued a 408 permit for any penetration to the levee to occur or any type of light poles to be added to the ground. He said that the city was working with FPL to see how the city could get lights on that road way and still maintain the safety of the driver.

Barabara King also made a comment relating to waiving building permit fees as it regards the aftermath of Hurricane Irma. She said that the County and the City of Belle Glade were waiving fees for 90 days to due to the aftermath of Hurricane Irma. She mentioned that the Governor executed a State Order relating to waiving building permit fees for 90 day.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of city workshop and regular city meeting minutes for September 05, 2017 and September 19, 2017. The motion to approve the consent agenda was made by Vice-Mayor Wilson and seconded by Commissioner Scott. The vote was unanimously approved.

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

Resolution

The City Clerk read Resolution 99-2017 for the record.

Commissioner Scott made a motion to approve Resolution 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 01, 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. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 100-2017 for the record.

Commissioner Scott made a motion to approve Resolution 100-2017, a Resolution of the City of South Bay, Florida, adopting the final budget for the fiscal year commencing October 01, 2017, through September 30, 2018, pursuant to Florida Statutes Section 200.065; Providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 101-2017 for the record.

Commissioner McKelvin made a motion to approve 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. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved. yes no, no, yes, yes

The City Clerk read Resolution 102-2017 for the record.

Commissioner Scott made a motion to approve Resolution 102-2017, a Resolution of the City of South Bay, Florida, recognizing Florida City Government week as October 23-29, 2017 and encouraging all citizens to support the celebration and corresponding activities. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 103-2017 for the record.

Vice-Mayor Wilson made a motion to approve 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. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

Ordinance

The City Clerk read Ordinance 10-2017 for second and final reading, for the record.

Commissioner McKelvin made a motion to approve Ordinance 10-2017 on its second and final reading, 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 the code; Providing for severability and providing for an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

City Clerk Report

The City Clerk mentioned that the next city meeting would be held on October 17, 2017.

City Manager Report

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

- Vegetation and debris collection began on Saturday

Vice-Mayor Wilson asked if there were any more blue tarps available. The City Manager said that the city did not have any more blue tarps, however there was a blue tarp program available for citizens.

Future Agenda Items

Commissioner Berry made a motion to request that funds be appropriated for the Herbert Hoover Dike that detects Lake Okeechobee and to the Army Corps of Engineers to expedite the repairs and to direct the City Clerk to distribute the request to the President of United States, the President of the United State Senate, the Speaker of the House of Representative, the FL delegation to United States Congress, the FL League of Cities, Palm Beach County League of Cities, and all Cities along Lake Okeechobee. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

Commissioner Scott made a motion to research the findings relating to the Dubois Institute o f Arts and social Justice request for the building on NW 1st Ave. The motion was seconded by Vice-Mayor Wilson. The vote was Commissioner McKelvin, yes; Commissioner Scott, yes; Commissioner Berry, no; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

Commissioners Comments

Commissioner McKelvin and Commissioner Scott thanked all who attended the meeting.

Commissioner Berry thanked all who attended the meeting and ask all to think about the people that were affected by Hurricane Irma and the people in Puerto Rico.

Vice-Mayor Wilson thanked all who attended the meeting and thanked the Sheriff's office for helping the family on 7th Avenue, whose house recently caught on fire.

Mayor Kyles mentioned FEMA going around door to door relating to disaster relief. He thanked all who attended the meeting.

Mayor Kyles adjourned the city meeting at 9:06 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
City Workshop
October 17, 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 October 17, 2017 at 6:30 p.m.

Present:

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

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Crystal Magana, Clerk Assistant
Massih Saadatmand, Finance Director

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

Mayor Kyles mentioned the following presentations that would take place at the regular city meeting:

- 3a. Goliath Academy by Hector Eusebio
- 3b. "2" SBW & Associates Inc and Concerned Citizens of South Bay, Florida

Mayor Kyles mentioned discussion of the consent agenda. Commissioner Berry mentioned adding the AVID Students to the consent agenda. Mayor Kyles said that would be done at another date.

Mayor Kyles mentioned discussion of Resolution 104-2017, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute a temporary job training experience non-financial agreement between the City of South Bay and Career Source Palm Beach County, Inc. for the provision of clean-up, restoration and humanitarian aid; providing for an effective date. The City Manager stated that career source would be the hiring entity and would place participants to work within the city, more specifically the alley ways within the city. He stated that there were no costs associated with the city. He also stated that the city had requested a total of 7 individuals from career source.

Mayor Kyles mentioned discussion of Resolution 105-2017, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute an emergency demolition service agreement between the City of South Bay and "2" SBW & Associates Inc. to fund the demolition of an unsafe structure within the City limits; providing for an effective date. The City Manager stated that the scope of work consisted of the demolition of the entire existing two story apartment building located at 185 NW 10th Avenue. Commissioner Berry asked for the cost for the demolition and if there were any conflicts associated

with the emergency demolition. The City Manager said that the cost was \$17,590 and stated that the owner of the building was his sister in-law. Commissioner Berry asked for direction relating to the conflict being present from the City Attorney. The City Attorney said that she did not have enough information to give an ethic opinion. Mayor Kyles said that he understands the conflict of interest relating to the City Manager and the property owner, however he was very concerned about the particular building and whatever direction that the City Attorney recommends, he would take that advice.

The City Attorney recommended that the Commission wait, which was against what the Manager was recommending, due to an emergency. She said that she could not give a legal opinion on whether the City Manager had a conflict "as of right now". She said she would need to look at the statutes and have a talk with the City Manager.

The City Manager said that the City was still going through the process with Palm Beach County HUD, whom made that consideration relating to the building conflict. He said that County's Attorney had some hesitation relating to the conflict and using their dollars to fund the demolition.

Vice-Mayor Wilson asked if the city received any other bids besides "2" SBW & Associates Inc. The City Manager said that the city did not get any other bids, however the city received \$17,590 to \$23,800 to demolish the building.

The City Manager said that he could bring back the item to the commission along with the code enforcement file relating to NW 10th Avenue demolition.

Mayor Kyles mentioned tabling the item to make sure the commission gets the additional information needed to bring back at the next meeting.

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

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
October 17, 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 October 03, 2017 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for voting conflicts. John Wilson said that he had a conflict of interest relating to Resolution 105-2017. He said that it had been less than a year that he had worked with "2" SBW & Associates Inc. He said that he would sustain from voting on Resolution 105-2017.

Presentations

Mayor Kyles called for the following presentations: *(full presentation/recording available through the City Clerk's Office)*

- 3a. Goliath Academy - Hector Eusebio, Administration Director acknowledging Marquita Billings and Lakesha Venice Edwards on obtaining their GED through the adult education program.

Public Comments *(full presentation/recording available through the City Clerks Office)*

Rosetta Jackson made a comment relating to Resolution 105-2017. She asked if the company had experience on demolishing buildings and asked "why had it become an emergency until now". *(full discussion available through the City Clerk's Office)*

Ralph Walker made a comment relating to a previous "Request of Letters of Interest" relating to one of the companies not being registered in the State of Florida. *(full discussion available through the City Clerk's Office)*

Resolution

The City Clerk read Resolution 104-2017 for the record.

Commissioner Scott made a motion to approve Resolution 104-2017, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute a temporary job training experience non-financial agreement between the City of South Bay and Career Source Palm Beach County, Inc. for the provision of clean-up, restoration and humanitarian aid; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 105-2017 for the record.

Commissioner Scott made a motion to table Resolution 105-2017, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute an emergency demolition service agreement between the City of South Bay and "2" SBW & Associates Inc. to fund the demolition of an unsafe structure within the City limits; providing for an effective date, due to insufficient information of the process. She also requested back-up information relating to experience, three quotes from the other companies and an assessment from the city's engineer relating to the building demolition. The motion was seconded by Commissioner Berry. The vote was unanimously approved, Vice-Mayor Wilson sustained from voting.

The City Manager requested clarification relating to the assessment from the building official and code enforcer. He said that he had the Special Masters case file where the building had been deemed an unsafe structure. Commissioner Scott requested that a bid go out relating to the demolition of the property and have a special meeting to discuss the matter.

The City Clerk read Resolution 106-2017 for the record.

Commissioner McKelvin made a motion to approve Resolution 106-2017, a Resolution of the City of South Bay, approving emergency building permit services; waiver of permitting fees for hurricane damage relating to repairs for ninety (90) days; Providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 107-2017 for the record.

Commissioner Berry made a motion to approve Resolution 107-2017, a Resolution of the City Commission of the City of South Bay, Florida requesting the United States Congress to approve and to expedite sustained funding for the rehabilitation completion of the Herbert Hoover Dike; Further strongly encouraging the United States Army Corps of Engineers to expedite the repairs of the Herbert Hoover Dike to protect public health, safety and property of the residents of the City of South Bay and Lake Okeechobee Regional Communities; and to complete the rehabilitation process by 2022; Providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Rosenwald Elementary School Report

Commissioner McKelvin stated that next Tuesday, October 24, 2017 Rosenwald would hold their coronation for Mr. and Mrs. Rosenwald beginning at 7:00 p.m.

City Clerk Report

The City Clerk Assistant stated that the next city meeting would be held on November 07, 2017.

City Manager Report

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

The City Manager mentioned an item that was discussed at the last meeting regarding property located at 22 NW 1st Avenue (American Legion Building). He provided information relating to the property, from year 2004 and 1987, regarding the use of the building. He said it clearly states that it must be used as a legion hall or an educational purpose designed for the legion hall.

Commissioner Scott requested that Mr. Davis present is purpose for the property. Mr. Davis stated that the primary purpose dealt with education.

Commissioner Scott made a motion to release the American Legion Post at 22 NW 1st Avenue to Dubois Institute of Arts and Social Justice. The motion was seconded by Commissioner McKelvin.

The City Manager said to keep in mind that the building was also recognized for demolition. He said that Florida Building codes would have to come into place.

Mayor Kyles said that the only way that the city would be able to do anything with the building is for the structure to be demolished completely, however Mr. Davis said that he would building onto the existing structure.

The City Attorney said if there are restrictions with the land there would be restrictions that would travel with the land and new property owner.

Commissioner Berry commented that she would like to sale the property.

Mayor Kyles called for the vote on Commissioners Scott's motion to release the property to Dubois Institute of Arts and Social Justice. The vote was Commissioner McKelvin, yes; Commissioner Scott, yes; Commissioner no; Vice-Mayor Wilson, yes; and Mayor Kyles, no.

The City Attorney said to be consistent with the code a process regarding the item would come back before the commission.

The City Manager mentioned that he spoke with the Office of Inspector General and said that the city had completed five years of audit reports in a timely manner. He said that the Chief Inspector General would be making a request to the Office of the Governor whom would make a recommendation to the joint legislative auditing committee relating to the removal of the city off the state of financial emergency.

The City Manager said that there would be a Tellus Facility tour on October 24, 2017 from 4:00 – 5:00 p.m.

The City Manager also gave an update on 480 US Hwy 27. He said that the last sampling took place April 2017. He said that the state was requiring off site testing. He said that the next reporting phase would take place January 2018.

The City Manager also said that Bay Fest would take place on Saturday, November 04, 2017 at Tanner Park from 10:00 a.m. – 6:00 p.m.

Mayor Kyles mentioned a presentation from "2" SBW & Associates and the Concerned Citizens of South Bay. Ms. McKelvin acknowledged Kina Green-Phillips for her outstanding services during this past hurricane within the City of South Bay.

Commissioners Comments

Commissioner McKelvin and Commissioner Scott thanked all who attended the meeting.

Commissioner Berry mentioned a health event in the month of November. She said that she did not have all the detail at a moment. She also thanked those who attended the meeting.

Vice-Mayor Wilson also gave thanks to Kina Green-Phillips for her efforts during Hurricane Irma. He also thanked all who attended the meeting.

Mayor Kyles mentioned the positive things that were taking place within the Glades area. He asked everyone to continue to work together. He also thanked everyone who attended the meeting.

Mayor Kyles adjourned the City Meeting at 8:40 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION 108-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2016-2017; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, on July 2, 2013 South Bay City Commission adopted Resolution 43-2013 entering into an agreement with HCT Certified Public Accounts and Consultants, LLC ("HCT") to perform the annual independent audit for fiscal years 2013-2016; and

WHEREAS, on February 7, 2017 South Bay City Commission adopted Resolution 70-2017 entering into an extension agreement with HCT Certified Public Accounts and Consultants, LLC ("HCT") to perform the annual independent audit for fiscal year 2016-2017; and

WHEREAS, HCT is contracted to provide auditing services for the fiscal year ending September 30, 2017; and

WHEREAS, following execution of an engagement letter, HCT will begin the auditing of the City's financial statements in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standard; and

WHEREAS, the City is required to complete a single audit for State appropriations received during the previous fiscal year; and the City and HCT desire to revise the HCT Engagement Letter to provide for a cost of Five Thousand Dollars (\$5,000.00) for each single audit cost related to a major program; and

WHEREAS, HCT, upon completion of the audit, will issue an opinion on the City's financial statements.

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. Authorization of Mayor and City Manager. The Mayor and the City Manager of the City of South Bay are hereby authorized to execute the Engagement Letter for Audit Services with HCT Certified Public Accounts and Consultants, LLC for completion of the Annual Independent Audit for the City of South Bay for fiscal year 2016-2017, attached hereto as Exhibit "A" and take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED AND ADOPTED this 7th day of November, 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)

October 11, 2017

To the Honorable Mayor and Members of the City Council and Management
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

We are pleased to confirm our understanding of the services we are to provide the City of South Bay, Florida (the 'City') for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual nonmajor fund financial statements
- 2) Schedule of expenditures of federal award and state financial assistance

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on ---

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

The objective of our audit is the expression of opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements and Single Audit. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3)

additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the

prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of HCT Certified Public Accountants & Consultants LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants & Consultants LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Auditor General or its designee. The Auditor General or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor General or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 2017 and to issue our reports no later than May 30, 2017. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$23,760, with an additional \$5,000 for each major program tested under the single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Employee Retention

Any such employee hired within two years after end of this engagement (issuance of reports) will be subject to a placement fee payable to HCT Certified Public Accountants & Consultants LLC in the amount equal to the greater of \$75,000 or 100% of the offered annual salary of that recruited employee.

Arbitration and Equitable Relief

(a) Arbitration. Except as provided in subsection (b) below, this entity agrees that any dispute, claim or controversy concerning this engagement or the termination of this contract or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Fort Lauderdale, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. HCT Certified Public Accountants & Consultants LLC and this entity shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

(b) Equitable Remedies. This governmental entity agrees that it would be impossible or inadequate to measure and calculate HCT Certified Public Accountants & Consultants LLC's damages from any breach of the covenants. Accordingly, this entity agrees that if this entity breaches any of the covenants, HCT Certified Public Accountants & Consultants LLC will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

This entity further agree that no bond or other security shall be required in obtaining such equitable relief and this entity hereby consent to the issuance of such injunction and to the ordering

We appreciate the opportunity to be of service to the City of South Bay, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HCT Certified Public Accountants & Consultants, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of South Bay, Florida

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 109-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF MOSQUITO CONTROL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of an independent contractor to provide mosquito control services within the City of South Bay; and

WHEREAS, the City published Request for Proposals (RFP) No. 2017-02 for Mosquito Control Services in the Palm Beach Post on September 26, 2017 and proposals were received up until 2:00 p.m., Friday, October 13, 2017; and

WHEREAS, Clarke Environmental Mosquito Management, Inc. was found to be the sole responsive and responsible proposer; and

WHEREAS, obtaining mosquito control services is necessary in order to control the mosquito population and protect residents from mosquito-borne illnesses such as Zika Virus; and

WHEREAS, the City Manager hereby recommends that the City enter into an agreement with Clarke Environmental Mosquito Management, Inc. for mosquito control services as more specifically set forth in the Agreement attached hereto as Exhibit "A".

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

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

Section 2. Authorization of City Manager. The City Commission hereby authorizes the City Manager to enter into the attached Agreement for the provision of mosquito control services with Clarke Environmental Mosquito Management, Inc., as set forth in

Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 7th day of November 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)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2017, between:

CITY OF SOUTH BAY
a Florida municipal corporation, hereinafter "CITY,"

and

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT,
INC. a for profit corporation, authorized to do business in the
State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of an independent contractor to perform work related to mosquito control within the City of South Bay.

1.2 CITY is procuring these services because controlling the mosquito population is important to protect the public from mosquito-borne illnesses like West Nile Virus; and

1.3 On November 7, 2017 the City Commission of the City of South Bay adopted Resolution No. ___-2017, thereby awarding a contract and authorizing the CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth in Attached Exhibit "A" and Exhibit "B".

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Attached Exhibit "A" and Exhibit "B".

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twenty (20) days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY, and in accordance with a project timeline. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline connected with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for mosquito control spraying in the amount of \$33.99 per mile.

4.2 The CITY will make payments to CONTRACTOR for completed and proper work.

4.3 The CONTRACTOR shall guarantee all portions of the work against poor workmanship and faulty materials for a period of thirty days (30) days after final spray.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance - as required by law;
- b) Employer's Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on

account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the treatment site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required or this contract.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by the CITY for convenience, upon thirty (30) days written notice or by CONTRACTOR with ninety (90) days written notice. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until September 30, 2015.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Robert Santana, Control Consultant
Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, FL 34744

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach, County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement

between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

Joe Kyles, Mayor

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Robert Santana, Control Consultant on
behalf CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC

ATTEST:

SECRETARY

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

- I. **Ground Ultra Low Volume (ULV) Adult Mosquito Insecticide Applications** – This component of the bid requires your company (subcontractors are not allowed) to treat our neighborhoods from our streets with a truck mounted ULV sprayer driving more than 9 miles per hour. A typical mosquito season will require your company to treat 3,000 spray miles with a truck mounted Ultra Low Volume (ULV) adult mosquito insecticide sprayer. Only "spray" miles shall be considered for payment. If the ULV sprayer of your truck is not applying insecticide while your truck is in motion, the distance your truck travels shall not be counted as a "spray" mile. Each night's application must be completed during the hours of 7:00 p.m. until 10:00 p.m. and will require the use of no less than 1 truck, but your company must have a 2nd truck available to use for extreme events as directed by the City Manager. All ULV treatments will be applied at maximum rate according to the label. Contractor will be required to show proof that ULV sprayer has been calibrated to spray at maximum levels at undisclosed times through the season. The price per spray mile: \$ 33.99. Brand name and chemical name of insecticide to be administered: Anvil/Biomist or synthetic pyrethroid insecticide.

Exhibit "B"

General Specifications and Information:

All treatments, no matter the form, shall be conducted in accordance to all Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), Florida Department of Environmental Protection (DEP), Florida Department of Transportation (FDOT), Florida Department of Agriculture, and all other Federal, State, and local laws, rules, ordinances, statutes, and policies, as well as all product labeling and the Material Safety Data Sheet (MSDS) of all products applied.

Ground and aerial application routes must be documented with GPS equipment, which shall record and map treatment coverage, flight conditions (aerial only), air condition and wind speeds, temperature, and speeds and rates of applications. All reports are due to the City Manager within three business days of the date of the application.

CONTRACTOR agrees to provide the additional services:

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 443-2034
- E. Comprehensive Insurance Coverage naming City of South Bay
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Arbovirus Surveillance.
- B. Weather Monitoring – Operational Forecasts

Part III. Larval Control (the following to be added if necessary at a future time.)

- A. Catch Basin Control

Part IV. Adult Control

- A. Adulticiding in Authorized Spray Zones:
 - 1. 10 community-wide truck ULV treatments of up to 19.6 route miles of streets with Anvil® / Biomist® or synthetic pyrethroid insecticide at \$33.99 per route mile/treatment.

- B. **Adulticiding Operational Procedures**
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

RESOLUTION 110-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO PROPERLY NOTICE AN INVITATION TO BID PROCESS FOR THE SALE OF SAID REAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in possession of certain publicly owned real property that desires to declare as surplus property and eventually sale; and

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution grants municipalities broad home powers and Chapter 166, Florida Statutes provides municipalities broad discretionary powers through the Municipal Home Rule Powers Act to act in the best interest of its local municipality; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to declare the specific real properties listed in Exhibit "A" as surplus properties; and

WHEREAS, the City Commission desires to authorize the City Manager to publicly notice, via an Invitation to Bid, the real property listed in Exhibit "A" hereto.

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. **Declaration of Surplus Real Property.** The City Commission of the City of South Bay hereby declares municipally owned real property listed in the attached Exhibit "A" as surplus real property.

Section 3. **Approval; Authorization of City Manager.** The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to properly notice an Invitation to Bid process for the eventual disposal of municipally owned surplus real property.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of November, 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
INVITATION TO BIDS ON
CITY OWNED SURPLUS REAL ESTATE

BID No. 2017 - 06

See, Attached List of City Owned Surplus Real Estate which is Available

Bid Opening Date: December 29, 2017 at 2:00 p.m.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to City of South Bay, Jessica Figueroa (561) 996-6751 ext. 119.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

It is the Bidder's sole responsibility to routinely check for any amendments that may be issued prior to the deadline for receipt of bids.

**In accordance with the provisions of the ADA,
This document may be requested in an alternative format.**

**City of South Bay
335 SW 2nd Avenue
South Bay, FL. 33493**

**City of South Bay
Palm Beach County**

Invitation to Bid

BID NO. 2017 – 06 BID TITLE: City Owned Surplus Real Estate

PROCUREMENT CONTACT: Jessica Figueroa **TEL. #** (561) 996-6751

FAX NO. (561) 996-7950 **EMAILADDRESS:** sbcityclerk@southbaycity.com

All bid responses must be received on or before December 29, 2017 before 2:00 p.m., Palm Beach County local time at which time all bids shall be publicly opened and read. SUBMIT BID TO: Jessica Figueroa

This invitation for Bid, General Conditions, Instructions to Bidders, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for the City Owned Real Estate (Surplus), set forth on Exhibit "A". The selected awardee is hereby placed on notice that acceptance of its bid by the City shall constitute a binding contract.

**GENERAL CONDITIONS, INSTRUCTIONS AND
INFORMATION FOR BIDDERS**

1. GENERAL INFORMATION

Bidders are advised that this packages constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the City of South Bay and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the City of South Bay. Bidders are further advised to closely examine every section of this document, to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to the bid opening. Oral explanations or instructions given by any person or agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the City.

2. **LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.
- b. **DISCRIMINATION PROHIBITED.** South Bay is committed to assuring equal opportunity in the award of its contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **AWARD OF CONTRACT.** The highest qualified bid that exceeds the minimum purchase price listed shall be awarded the bid. The City will Quit Claim the property to the successful bidder within ten (10) days of receipt of the Purchase Price. The Purchase Price shall be paid to the City within five (5) days of award of the bid in cash or immediately available funds satisfactory to the City. The City does not represent or guarantee the property is suitable for bidder's purposes. Bidders are required to undertake their own due diligence on each parcel and not rely on any presumption regarding the property whatsoever. Bidders take the property "As Is/Where Is", in its existing condition.
- d. **PUBLIC ENTITY CRIMES.** F.S. 287.133 requires the City to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. **NON COLLUSION.** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the City of South Bay may result in permanent debarment. No premiums, rebates or gratuities are permitted, either with, prior to or after delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the City of South Bay.

- f. **LOBBYING.** Bidders are advised that the City prohibits a bidder or anyone representing the bidder from communicating with any City Commissioner, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Commissioners or a City Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any Commissioner, Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. Mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- g. **CONFLICT OF INTEREST.** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the City. Further, all bidders shall disclose the name of any employee or relative of an employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS.** The City and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the City nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION.** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees.
- j. **PUBLIC RECORDS.** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- k. **INCORPORATION, PRECEDENCE, JURISDICTION.** This invitation for bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm

Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

1. **LEGAL EXPENSES.** The City shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. **BID SUBMISSION**

- a. **SUBMISSION OF RESPONSES.** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to **Jessica Figueroa, City Clerk at 335 SW 2nd Avenue, South Bay, FL. 33493** no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
 - b. **CONDITIONED OFFERS.** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
 - c. **ACCEPTANCE/REJECTION OF BIDS.** City reserves the right to accept or to reject any or all bids. City also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award.
4. **BID OPENING / AWARD OF BID.**
- a. **OBSERVING THE PUBLISHED BID OPENING TIME.** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

- b. **POSTING OF AWARD RECOMMENDATION.** Recommended awards shall be publicly posted for review at the City prior to final approval. Bidders desiring a copy for the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid.

5. **PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL AUDIT REQUIREMENTS.**

Pursuant to Palm Beach County Code, Section 2-421 – 2.440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed City contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

CITY OWNED SURPLUS REAL ESTATE
(CORE)

This is a list of surplus City Owned Real Estate (CORE) that is being marketed for immediate economic development opportunities in South Bay. The proposed purchaser shall be able to demonstrate the ability to develop the CORE within the specified time frame.

<i>BID No.</i>	<i>Parcel Control No.</i>	<i>Acres</i>	<i>Name/Description</i>	<i>Address</i>	<i>Starting Bid</i>
001	58364414070000341	0.0493	Vacant Residential	SW 4 th Ave	\$500
002	58364414110010230	0.07	Vacant Residential	NW 9 th Ave	\$3,500
003	58364414020000231	0.1344	Vacant Residential	135 NW 11 th Ave	\$15,000
004	58364414130000150	0.04	Commercial	US Hwy 27	\$3,500
005	58364414150010080	0.33	Old Am Legion Bldg	22 NW 1 st Ave	\$28,000
006	58364411020040000	3.00	Bldg w/Easement	241 Azucana Rd.	\$10,000
007	58364414160020130	0.29	Vacant Residential	121 NW 10 th Ave	\$15,000
008	58364414160020110	0.15	Vacant Residential	NW 10 th Ave	\$12,000
009	58364414050010060	0.15	Vacant Residential	135 SW 10 th Ave	\$12,000



Name of Bidder: _____

Parcel Control Number: _____

Phone Number: _____

Fax Number: _____

Submitted: _____, 20____

STATE PRICE IN WORDS AND FIGURES

TOTAL BASE BID: DOLLARS
(\$ _____)

BIDDER: _____ **DATE:** _____

Name of Contractor Service Representative:

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Company Name: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone No: _____ Fax No: _____

Federal I. D. #: _____

Bid No. 001



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address **SW 4TH AVE**
Municipality **SOUTH BAY**
Parcel Control Number **58-36-44-14-07-000-0341**
Subdivision **HIGGINBOTHAM SUB IN**
Official Records Book **22989** Page **1355**
Sale Date **NOV-2008**
Legal Description **HIGGINBOTHAM SUB S 15 FT OF LT 34 (LESS E 10 FT)**

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2008	\$0	22989 / 01355	CONTRACT / DEED	SOUTH BAY CITY OF
JUN-2002	\$0	13881 / 01939	TAX DEED	PALM BEACH COUNTY

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units **0** *Total Square Feet **0** Acres **0.0493**
Use Code **8000 - DISTRICTS** Zoning **R1 - Residential R-1 (58-SOUTH BAY)**

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$15	\$15	\$15
Total Market Value	\$15	\$15	\$15

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$15	\$15	\$15
Exemption Amount	\$15	\$15	\$15
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414070000341



October 30, 2017

1:576

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

PREPARED BY AND RETURN TO:
Steven K. Schlamp, Property Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Riva Parkway
West Palm Beach, FL 33411-3603

PCN 15-16-11-14-07-000-0111
Charged on November 18, 2008
Purchase Price \$-0-

CFN 20080442316
OR BK 22989 PG 1355
RECORDED 12/11/2008 12:43:14
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1355; (1pg)

R2008. 2062

COUNTY DEED

This COUNTY DEED, made NOV 18 2008, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and the CITY OF SOUTH BAY, a municipal corporation, whose legal mailing address is 335 S.W. 2nd Avenue, South Bay, Florida, 33493, "City"

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by City, the receipt whereof is hereby acknowledged, has granted, bargained and sold to City, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

HIGGINBOTHAM SUB (S) 15 FT OF LT 34 (LESS E 10 FT). THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 20769 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 13881, PAGE 1939, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: [Signature]
Deputy Clerk

By: [Signature]
John F. Koons Chairman Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

(OFFICIAL SEAL)

U:\Property Mgmt Section\Dispositions\South Bay Summer 2004\County Deed 2008 JoF IF app 091208 sbs.doc

Bid No. 002



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address **NW 9TH AVE**
Municipality **SOUTH BAY**
Parcel Control Number **58-36-44-14-11-001-0230**
Subdivision **SUMMERLINS IN**
Official Records Book **13847** Page **1981**
Sale Date **SEP-2001**
Legal Description **SUMMERLINS SUB LT 23 BLK A**

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP 2001	\$0	13847 / 01981	CONTRACT / DEED	SOUTH BAY CITY OF
DEC-2000	\$0	12206 / 00348	TAX DEED	PALM BEACH COUNTY

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units **0** *Total Square Feet **0** Acres **0.07**
Use Code **8900 - MUNICIPAL** Zoning **R3 - Residential R-3 (58-SOUTH BAY)**

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$11,025	\$10,500	\$10,000
Total Market Value	\$11,025	\$10,500	\$10,000

P = Preliminary All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$4,134	\$3,758	\$3,416
Exemption Amount	\$4,134	\$3,758	\$3,416
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414110010230

002



October 30, 2017

1:576
0 0.00475 0.0095 0.019 mi
0 0.0075 0.015 0.03 km



002

06/26/2002 14:48:03 20020325129
BR BK 13847 PG 1981
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

County Deed
Florida Statute 125.411

RETURN TO:
ROBERT D. STRANE
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT
3321 BELVEDERE ROAD, BUILDING 303
WEST PALM BEACH, FL 33406-1549

ORIGINAL DOCUMENT NOT
RETAINED / RECEIVED BY MINUTES

PROPERTY COUNTY NUMBER: 58-36-44-14-11-001-0230

R2001 1485

COUNTY DEED

THIS DEED, made SEP 11 2001, by PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, party of the first part, and the CITY OF SOUTH BAY a municipal corporation of the State of Florida, whose legal mailing address is 335 South West 2nd Avenue, South Bay, Florida 33493-2299, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

LOT 23, BLOCK A, SUMMERLIN SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20, PAGE 31, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 12206, PAGE 348, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:

DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: Dorothy H. Wilken
Deputy Clerk

By: Warren H. Newell
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on September 11, 2001

DATED at West Palm Beach, FL on 9/13/02
DOROTHY H. WILKEN, Clerk

By: [Signature] D C

H:\WPDATA\BORDEED.1 South Bay (PR24 1)-wpd.spd 2001-9-14 PM

R2001 1485

Bid No.003



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address 135 NW 11TH AVE
Municipality SOUTH BAY
Parcel Control Number 58-36-44-14-02-000-0231
Subdivision CROSBY SUB SOUTH BAY IN
Official Records Book 26818 **Page** 1697
Sale Date MAY-2014
Legal Description CROSBY SUB S 1/2 OF LT 23

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2014	\$0	26818 / 01697	COUNTY DEED	SOUTH BAY CITY OF
AUG-2012	\$0	25375 / 00575	TAX DEED	PALM BEACH COUNTY
MAR-2005	\$122,000	18400 / 01744	WARRANTY DEED	WILLOUGHBY CARL A
APR-1981	\$100	03528 / 00102	QUIT CLAIM	COX RUDOLPH A &

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 0 **Acres** 0.1344
Use Code 0000 - VACANT **Zoning** R1 - Residential R-1 (58-SOUTH BAY)

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$10,000	\$10,000	\$10,000
Total Market Value	\$10,000	\$10,000	\$10,000

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$10,000	\$10,000	\$10,000
Exemption Amount	\$10,000	\$10,000	\$10,000
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414020000231

003



October 30, 2017

1.576
0 0.00475 0.0095 0.019 ml
0 0.0075 0.015 0.03 km

W/C 139

Prepared by:
Amy Wilson
Coast To Coast Title, Inc.
6850 Forest Hill Boulevard Unit A-7
West Palm Beach, Florida 33413

File Number: 05-2982A

CFN 20050212073
OR BK 18400 PG 1744
RECORDED 04/12/2005 14:41:16
Palm Beach County, Florida
AMT 122,000.00
Doc Stamp 854.00
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1744; (1pg)

General Warranty Deed

Made this March 30, 2005 A.D. By Vernita Sears Cox and Rudolph A. Cox, her husband, whose address is: 215 S.W. 12th Street, South Bay, Florida 33493, hereinafter called the grantor, to Carl A. Willoughby, a married man, whose post office address is: 4064 S. Edgewater Circle, LaBelle, Florida 33901, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

The South One-Half (S 1/2) of Lot 23, The Cuddy Subdivision, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 21, page 34.

Parcel ID Number: 58-36-44-14-02-000-0231

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land, that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Amy Wilson
Witness Printed Name: **AMY WILSON**

Glady Hennes
Witness Printed Name: **Glady Hennes**

Vernita Sears Cox (Seal)
Vernita Sears Cox
Address: 215 S.W. 12th Street, South Bay, Florida 33493

Rudolph A. Cox (Seal)
Rudolph A. Cox
Address: 215 S.W. 12th Street, South Bay, Florida 33493

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 30th day of March, 2005, by Vernita Sears Cox and Rudolph A. Cox, her husband, who is/are personally known to me or who has produced drivers licence as identification.



Amy E. Wilson
Notary Public
Print Name: _____
My Commission Expires: _____

DEED Individual Warranty Deed - Legal on Face
Closes' Choice

PCN: 1616-44-14-02-000-0231
Closing Date: May 20, 2014
Purchase Price: \$-0-

003

COUNTY DEED

WITNESSETH:

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER
TAX CERTIFICATE NUMBER 18496 IN THE ESCHEATMENT TAX
DEED RECORDED IN OFFICIAL RECORD BOOK 25375, PAGE
0575, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

By: [Signature]
Deputy Clerk



By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

By: [Signature]
Assistant County Attorney

(OFFICIAL SEAL)

Bid No. 004



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address **US HIGHWAY 27**
Municipality **SOUTH BAY**
Parcel Control Number **58-36-44-14-13-000-0150**
Subdivision **WALKER 2ND ADD TO SOUTH BAY IN**
Official Records Book **11556** Page **460**
Sale Date **DEC-1999**
Legal Description **WALKER 2ND ADD TO SOUTH BAY LT 15**

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-1999	\$10	11556 / 00460	WARRANTY DEED	SOUTH BAY CITY OF
JUN-1998	\$10	10471 / 00131	TAX DEED	PALM BCH CNTY COMMISSIONERS

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units **0** *Total Square Feet **0** Acres **0.0441**
Use Code **8900 - MUNICIPAL** Zoning **B1 - Business B-1 (58-SOUTH BAY)**

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$3,189	\$3,035	\$2,882
Total Market Value	\$3,189	\$3,035	\$2,882

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$1,464	\$1,331	\$1,210
Exemption Amount	\$1,464	\$1,331	\$1,210
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414130000150

004



October 30, 2017

1:576
0 0.00475 0.0095 0.019 mi
0 0.0075 0.015 0.03 km

PROPERTY CONTROL NUMBER 58-3544 14 13 DEC 2013

R99 2386
COUNTY DEED

THIS DEED, made this 22 day of DEC 21 1999, 1999,
by **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida,
whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida
33401-4791, party of the first part, and the **CITY OF SOUTH BAY**, a municipal
corporation of the State of Florida, whose legal mailing address is 335 South West 2nd
Avenue, South Bay, Florida 33493-2299, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$ 10.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

LOT 15, WALKER'S SECOND ADDITION, SOUTH BAY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20, PAGE 100, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 10471, PAGE 131, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chairman of said Board, the day and year aforesaid

ATTEST:

DOROTHY H. WILKEN, Clerk
Board of County Commissioners

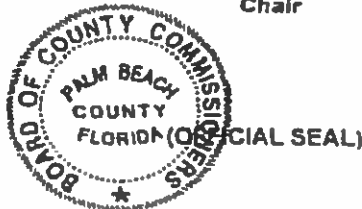
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

By: Daniel J. Chisholm
Deputy Clerk

By: Mauden Ford Lee
Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


Assistant County Attorney



Bid No. 005



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption [E-file](#)



Location Address 22 NW 1ST AVE
Municipality SOUTH BAY
Parcel Control Number 58-36-44-14-15-001-0080
Subdivision SOUTH BAY AMENDED
Official Records Book 25117 **Page** 1149
Sale Date MAR-2012
Legal Description SOUTH BAY AMENDED LTS 8 & 9 BLK A

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2012	\$10	25117 / 01149	QUIT CLAIM	SOUTH BAY CITY OF
AUG-2004	\$10	20042 / 00752	QUIT CLAIM	AMERICAN LEGION POST 161
JUN-1986	\$100	05033 / 01126	WARRANTY DEED	SOUTH BAY CITY OF

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 2400 **Acres** 0.33
Use Code 7700 - CLB/LDG/UN HALL **Zoning** R2 - Residential R-2 (58-SOUTH BAY)

Tax Year	2017 P	2016	2015
Improvement Value	\$19,070	\$17,010	\$16,070
Land Value	\$18,743	\$17,850	\$17,000
Total Market Value	\$37,813	\$34,860	\$33,070

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$34,187	\$31,079	\$28,254
Exemption Amount	\$34,187	\$31,079	\$28,254
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414150010080

005



October 30, 2017

1:576

0 0.00475 0.0095 0.019 mi
0 0.0075 0.015 0.03 km

005

SPECIAL WARRANTY DEED

THIS INDENTURE, executed this 24th day of June, 1986, between SOUTH BAY POST NO: 161, INC., Party of the First Part, and THE CITY OF SOUTH BAY FLORIDA, Party of the Second Part, whose post office address is 1335 SW 2nd Ave., South Bay, Florida 33493.

W I T N E S S E T H

THE PARTY of the First Part in consideration of the premises and the sum of \$10.00 and other goods and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the Party of the Second Part, its heirs, and assigns forever, the following real property in Palm Beach County, Florida, described as:

Lots Eight (8) and Nine (9) of Block "A" Township of South Bay, Palm Beach County, Florida as described in the Official Records of Palm Beach County, Florida Plat Book 7, Page 46.

THE PARTY of the Second Part covenants and agrees that the land herein granted shall be used for educational purposes only, which would include a library. And should the Party of the Second Part use the property for purposes other than education, the property shall revert to the American Legion National Organization or the local post if one is in existence in South Bay, Florida.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same Parties of the Second Part, its heirs and assigns, in fee simple forever, however, subject to the above covenant.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Documentary Tax Paid \$ 50
Intangible Tax Paid
Clerk, Palm Beach County, Florida

86 267399

1986 OCT -9 AM 051

85033 P1126

ATTEST: *Sam Henderson*
Adjutant

South Bay Post No. 161, Inc.

Signed, Sealed and delivered
in the presence of:

George W. Boyer
Sam Henderson

By: *George W. Boyer*
Commander

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAM HENDERSON and GEORGE W. BOYER well known to me to be the Commander and Adjutant respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State of Florida aforesaid this 24th day of June, A.D. 1986.

Thomas E. T. [Signature]
Notary Public



My Commission Expires: June 20, 1988

BS033P1127

This Instrument Prepared By:
THOMAS MONTGOMERY, ESQUIRE
P.O. Box 788
Belle Glade, FL 33430

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Bid No. 006



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address

Municipality **SOUTH BAY**
Parcel Control Number **58-36-44-11-02-004-0000**
Subdivision **VILLA LAGO**
Official Records Book _____ Page _____
Sale Date _____
Legal Description **VILLA LAGO DRAINAGE RETENTION TR**

Owners

SOUTH BAY CITY OF

Mailing address

**335 SW 2ND AVE
SOUTH BAY FL 33493 2225**

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units 0	*Total Square Feet 1760	Acres 3
Use Code 8900 - MUNICIPAL	Zoning PUD -	

Tax Year	2017 P	2016	2015
Improvement Value	\$5,066	\$4,917	\$6,288
Land Value	\$900	\$900	\$900
Total Market Value	\$5,966	\$5,817	\$7,188

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$5,966	\$5,817	\$7,188
Exemption Amount	\$5,966	\$5,817	\$7,188
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$99	\$99	\$99
Total tax	\$99	\$99	\$99

58364411020040000

004



October 30, 2017

1:2,257
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km

Bid No. 007



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address 121 NW 10TH AVE
Municipality SOUTH BAY
Parcel Control Number 58-36-44-14-16-002-0130
Subdivision BYRDS ADD TO SOUTH BAY IN
Official Records Book 06876 **Page** 1317
Sale Date MAY-1991
Legal Description BYRDS ADD TO SOUTH BAY LTS 13 TO 16 INC BLK B

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-1991	\$22,000	06876 / 01317	WARRANTY DEED	SOUTH BAY CITY OF
MAR-1985	\$100	04512 / 00516	QUIT CLAIM	

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 0 **Acres** 0.29
Use Code 8900 - MUNICIPAL **Zoning** R3 - Residential R-3 (58-SOUTH BAY)

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$12,370	\$12,370	\$12,370
Total Market Value	\$12,370	\$12,370	\$12,370

P = Preliminary All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$12,370	\$12,370	\$12,370
Exemption Amount	\$12,370	\$12,370	\$12,370
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414160020130

007



October 30, 2017

1:576

0 0.00475 0.0095 0.019 mi
0 0.0075 0.015 0.03 km

Bid No. 008



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address **NW 10TH AVE**
Municipality **SOUTH BAY**
Parcel Control Number **58-36-44-14-16-002-0110**
Subdivision **BYRDS ADD TO SOUTH BAY IN**
Official Records Book **08564** Page **0040**
Sale Date **DEC-1995**
Legal Description **BYRDS ADD TO SOUTH BAY LTS 11 & 12 BLK B**

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-1995	\$20,000	08564 / 00040	WARRANTY DEED	SOUTH BAY CITY OF
DEC-1994	\$20,000	08564 / 00040	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units **0** *Total Square Feet **0** Acres **0.15**
Use Code **8900 - MUNICIPAL** Zoning **R3 - Residential R-3 (58-SOUTH BAY)**

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$10,121	\$10,121	\$10,121
Total Market Value	\$10,121	\$10,121	\$10,121

P Preliminary All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$10,121	\$10,121	\$10,121
Exemption Amount	\$10,121	\$10,121	\$10,121
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33



October 30, 2017



008

FILE NO.: 94100273

Return to: (enclose self-addressed stamped envelope)

Name: CITY OF SOUTH BAY
Address: 335 SW SECOND AVENUE
SOUTH BAY, FL 33493
This instrument prepared by: STEWART TITLE
Address:

WARRANTY DEED
MOVED TO INDIVID.

DEC-29-1994 4:55PM 94-429779
ORB 8564 Pg 40
Can 20,000.00 Doc 140.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraiser Parcel Identification (Folio) Number(s):
58-36-44-14-16-002-0060

Grantee(s) S.S., #s:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the day of DECEMBER A.D. 1994 by
YVONNE T. CHAPLIN, A SINGLE WOMAN, AND JOSEPH E. THOMPSON, JR.,
hereinafter called the grantor, to A MARRIED MAN
CITY OF SOUTH BAY, A MUNICIPAL CORPORATION

whose past office address is 335 SW SECOND AVENUE, SOUTH BAY, FL 33493
hereinafter called the grantor:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, to:

Lots 6, 7, 8, 9, 10, 11 and 12, Block "B", BYRD'S ADDITION TO SOUTH BAY #1, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 61.

The real property hereon conveyed is not now and never has been the homestead of either of the Grantors, and is vacant land.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1994, and restrictions, reservations, easements and covenants of record.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(1) Yvonne T. Chaplin

Signature: YVONNE T. CHAPLIN

Printed Signature: 10648 17TH CT., PLANTATION, FL

Post Office Address: 33417 33322

(2) Joseph E. Thompson, Jr.

Signature: JOSEPH E. THOMPSON, JR.

Printed Signature: 116 TANBARK TRAIL, WELLINGTON, FL

Post Office Address: 33414

STATE OF FLORIDA

COUNTY OF PALM BEACH

YVONNE T. CHAPLIN, A SINGLE WOMAN, AND JOSEPH E. THOMPSON, JR.,

A MARRIED MAN

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that THEY executed the same, that I relied upon the following form(s) of identification of the above-named person(s)

Witness my hand and official seal in the County and State last aforesaid this

18th day of DECEMBER, A.D. 1994

Linda Gail Musto

Notary Signature: Linda Gail Musto 9/28/98

Printed Notary Signature: My Commission Expires

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared YVONNE T. CHAPLIN, A SINGLE WOMAN, AND JOSEPH E. THOMPSON, JR., known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that THEY executed the same, that I relied upon the following form(s) of identification of the above-named person(s) and that an oath (was/was not) taken.

(SEAL)
LINDA GAIL MUSTO
My Commission: CC410018
Expires Sep. 28, 1998
Issued by JAH
800-882-6670

Bid No. 009



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address 135 SW 10TH AVE
Municipality SOUTH BAY
Parcel Control Number 58-36-44-14-05-001-0060
Subdivision FISHER 2ND ADD TO SOUTH BAY IN
Official Records Book 22989 **Page** 1354
Sale Date NOV-2008
Legal Description FISHERS SEC ADD LT 6 BLK A

Owners
SOUTH BAY CITY OF

Mailing address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2008	\$0	22989 / 01354	COUNTY DEED	SOUTH BAY
OCT-2005	\$6,841	19437 / 01928	TAX DEED	PALM BEACH COUNTY

Exemption Applicant/Owner	Year	Detail
SOUTH BAY CITY OF	2017	FULL MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 0 **Acres** 0.15
Use Code B000 - DISTRICTS **Zoning** R1 - Residential R-1 (58-SOUTH BAY)

Tax Year	2017 P	2016	2015
Improvement Value	\$0	\$0	\$0
Land Value	\$10,121	\$10,121	\$10,121
Total Market Value	\$10,121	\$10,121	\$10,121

P = Preliminary All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	\$10,121	\$10,121	\$10,121
Exemption Amount	\$10,121	\$10,121	\$10,121
Taxable Value	\$0	\$0	\$0

Tax Year	2017 P	2016	2015
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$33	\$33	\$33
Total tax	\$33	\$33	\$33

58364414050010060

009



October 30, 2017

1:576
0 0.00475 0.0095 0.019 mi
0 0.0075 0.015 0.03 km



009

PREPARED BY AND RETURN TO
Steven N. Schlamp, Property Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
1611 West Parkway
West Palm Beach, FL 33411-3603

PCN 2008-11-05-001-0060
Closed On: November 18, 2008
Purchase Price: \$0.

CFN 20080442315
OR BK 22989 PG 1354
RECORDED 12/11/2008 12:43:14
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1354; (1pg)

R2008. 2062

COUNTY DEED

This COUNTY DEED, made NOV 18 2008, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and the CITY OF SOUTH BAY, a municipal corporation, whose legal mailing address is 335 S.W. 2nd Avenue, South Bay, Florida, 33493, "City"

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by City, the receipt whereof is hereby acknowledged, has granted, bargained and sold to City, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

FISHERS SEC ADD LT 6 BLK A. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 22934 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 19437, PAGE 1928, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

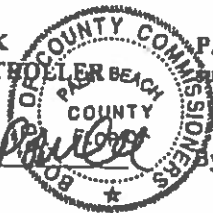
Reserving, however, unto County, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in, and title in and to an undivided three-fourths ($\frac{3}{4}$) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ($\frac{1}{2}$) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER, PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
Deputy Clerk



By: [Signature]
John F. Koons, Chairman, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

(OFFICIAL SEAL)

© \Property Mgmt Section\Dispositions\South Bay Summer2004\CountyDeed 2008 1c73 11f- app 091208 vki.doc

RESOLUTION NO. 111-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into an agreement with the Florida Power & Light Company ("FPL") for the conversion of Two Hundred Fifty-Eight (258) streetlights from HPSV to LED as a part of the new LT-1 LED Street Light Tariff Project within the City; and

WHEREAS, the conversion of FPL streetlights will take place throughout the entire city; and

WHEREAS, there is no upfront cost to the City and the City's monthly bill is projected to drop slightly (about \$50 per month); and

WHEREAS, the LT-1 LED Street Light Tariff project is intended to work the same way as the current street light agreement between the City and FPL whereby FPL will pay for the street lights and charge the City a monthly fee for the fixtures, maintenance and energy; and

WHEREAS, the City Commission of the City of South Bay hereby authorizes the City Manager to enter into the agreement with FPL, as set forth in Exhibit "A" and "B" attached hereto.

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

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

Section 2. Acceptance of Agreement with FPL for LT-1 LED Street Light Tariff Project. The City Commission of the City of South Bay hereby accepts the Agreement with FPL, marked as Exhibit "A" and attached hereto.

Section 3. Authority of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement with Florida Power & Light Company for the conversion of Two Hundred Fifty-Eight (258) street lights from HPSV to LED at no upfront cost to the City whereby FPL will pay for the street lights and will charge the City for the fixtures, maintenance and energy.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of November 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)



FPL Account Number: 9506325811

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of South Bay (hereinafter called the Customer), requests on this ____ day of November, 2017, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) citywide, located in South Bay, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

Fixtures ⁽²⁾

[illegible]

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpi.com/partner/builders/lighting.html

- (b) Modification to existing facilities other than described above (explain fully): None

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any cleaning, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of South Bay
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Francisco J Arbide
(Print or type name)

Title: Business Development Manager

Leondrae, attached are the Street Light Agreement and the Selection and phasing sheet. The agreement needs to be executed where shown and the phasing sheet just needs to be initialed at the bottom of each page.

The answers to your questions are below. I understand that your Commissioners meeting is next Tuesday November 7th. If you need any additional materials in preparation for the meeting, please let me know.

Thank you for your interest in LED lighting and for all of your work on this.

franc

Franc Arbide
Business Development Manager
FPL
Francisco.Arbide@FPL.com
Office: 305-552-3794
Cell: 713-870-3764

Changing the Way Florida Looks at Night

From: Leondrae Camel [mailto:camell@southbaycity.com]
Sent: Monday, October 30, 2017 11:14 AM
To: Arbide, Francisco
Cc: Del.Calvo, Juan
Subject: Re: Emailing - SOUTH BAY LIGHTS.pdf

Franc:

Just a follow up on the agreement and to ensure that the following questions are answered for legal:

1. What is the number of lights to be installed?

All 258 FPL Full Maintenance lights throughout the City will be converted to LED at no additional cost to the City.

2. What are the types of FPL lights to be installed?

All of the lights are LED lights that will be owned and maintained by FPL, just like your current HPSV lights.

3. Confirmation whether the installation will be throughout the entire City of South Bay or just multiple sections?

Entire City

4. What is the aggregate cost of the project?

There is no upfront cost to the City, and the City's monthly bill to FPL will drop slightly (About \$50 per month)

5. Does the project have a name associated with it?

The project is being carried out under the new LT-1 LED Street Light Tariff approved by the Public Service Commission earlier this year.

6. Where is the money coming from to fund the project?

The project works the same way as the current street light agreement between the City and FPL. FPL pays for the lights and charges the City a monthly fee for the fixture, maintenance and energy.

Thank you,

Leondrae D. Camel
City Manager
City of South Bay
PH: 561-996-6751
Fax: 561-996-7950
camell@southbaycity.com

PLEASE NOTE: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Florida Statute 668.6076

"Arbide, Francisco" <Francisco.Arbide@nexteraenergy.com> on Thursday, October 26, 2017 at 4:19 PM -0400 wrote:
Leondrae,

These selections all make sense. I reran the numbers based on your selections and attached a PDF with the results. You end up a few dollars less than where you are today with upgraded lights across the city. One thing I wanted to point out to you is that the ATB2's that you picked for the 200, 250 and 400 watt replacements are available in both Black and Bronze. I have attached pictures of both so you can see the difference. Please let me know which color you would like to go with and I will prepare the Agreement. If you have still have questions regarding the Lumens or anything else, please let me know and I will be happy to get on a call to answer your questions.

franc

From: Leondrae Camel [<mailto:camell@southbaycity.com>]
Sent: Thursday, October 26, 2017 10:33 AM
To: Arbide, Francisco
Cc: Del.Calvo, Juan
Subject: Re: Emailing - SOUTH BAY LIGHTS.pdf

Good morning gentlemen:

The options are as follows:

Installation details

1. Option 1
2. Option 3
3. Option 1
4. Option 3
5. Option 1
6. Option 2

I will await your response.

Thank you.

P.S. I called you both to ask about lumens however I was able complete this without the answer.

Leondrae D. Camel
City Manager
City of South Bay
PH: 561-996-6751
Fax: 561-996-7950
camell@southbaycity.com

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"Arbide, Francisco" <Francisco.Arbide@nexteraenergy.com> on Tuesday, October 24, 2017 at 5:22 PM -0400 wrote:

Leandre, if you tell me which lights you would like I can prepare the Agreement for you. I have attached the pricing sheet that we discussed at the meeting for your reference.

Thanks.

franc

Franc Arbide
Business Development Manager
FPL
Francisco.Arbide@FPL.com
Office: 305-552-3794
Cell: 713-870-3764

Changing the Way Florida Looks at Night

From: Leondrae Camel [<mailto:camell@southbaycity.com>]
Sent: Tuesday, October 24, 2017 5:16 PM
To: Arbide, Francisco
Cc: Del.Calvo, Juan
Subject: Re: Emailing - SOUTH BAY LIGHTS.pdf

CAUTION - EXTERNAL EMAIL

Francisco,

I am preparing the agreement for the November 7th Commission meeting.

Thank you,

Leondrae D. Camel
City Manager
City of South Bay
PH: 561-996-6751
Fax: 561-996-7950
camell@southbaycity.com

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"Arbide, Francisco" <Francisco.Arbide@nexteraenergy.com> on October 23, 2017 at 2:15 PM -0400 wrote:
Leandre,

Just following up on my email below to see if you had the opportunity to review the materials and if you had any questions.

Please let me know what you need from me to move forward with the conversion to LED lights.

Thanks.

franc

From: Arbide, Francisco
Sent: Tuesday, October 10, 2017 8:50 AM
To: camell@southbaycity.com
Cc: Del.Calvo, Juan
Subject: Emailing - SOUTH BAY LIGHTS.pdf

Leandre,

Attached is the map of the City's lights including the City owned lights. Once you have had a chance to review this and the materials I sent you yesterday, please let me know what questions or concerns you may have and we can start working on next steps.

Thanks.

franc

Franc Arbide
Business Development Manager
FPL
Francisco.Arbide@FPL.com
Office: 305-552-3794
Cell: 713-870-3764

Changing the Way Florida Looks at Night



LED Lighting Plan South Bay Final Selections

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

86,376 kWh / year
61 metric tons of CO₂ every year*
13 cars from the road*

TOTAL	258		\$ 2,758.67	\$ 2,710.61	\$ (48.06)
--------------	------------	--	--------------------	--------------------	-------------------

Installation Details		Existing	Proposed	Variance
1	select fixture:	HP50070	RSW 28 Watt 4000K	
	select pole:			
	Fixture*	\$ 672.97	\$ 948.31	\$ 273.34
	Pole			
	Maintenance	\$ 320.05	\$ 297.56	\$ (22.49)
	Energy**	\$ 419.17	\$ 120.13	\$ (299.05)
	Total	\$ 1,412.19	\$ 1,364.00	\$ (48.20)
Quantity:	173			
Conversion:	Yes			
Full/Hybrid:	Full			

Installation Details		Existing	Proposed	Variance
2	select fixture:	HP50100	XSP1-A 53 Watt	
	select pole:			
	Fixture*	\$ 79.20	\$ 169.40	\$ 90.20
	Pole			
	Maintenance	\$ 37.20	\$ 34.40	\$ (2.80)
	Energy**	\$ 68.44	\$ 31.77	\$ (36.67)
	Total	\$ 184.84	\$ 235.57	\$ 50.73
Quantity:	20			
Conversion:	Yes			
Full/Hybrid:	Full			

Installation Details		Existing	Proposed	Variance
3	select fixture:	HP50150	ATBS 78 Watt	
	select pole:			
	Fixture*	\$ 12.24	\$ 18.41	\$ 4.17
	Pole			
	Maintenance	\$ 5.67	\$ 5.16	\$ (0.51)
	Energy**	\$ 15.02	\$ 6.68	\$ (8.33)
	Total	\$ 32.93	\$ 28.25	\$ (4.67)
Quantity:	3			
Conversion:	Yes			
Full/Hybrid:	Full			

Installation Details		Existing	Proposed	Variance
4	select fixture:	HP50200	ATB2 138 Watt, Black	
	select pole:			
	Fixture*	\$ 247.20	\$ 338.80	\$ 91.60
	Pole			
	Maintenance	\$ 98.40	\$ 88.80	\$ (27.60)
	Energy**	\$ 293.75	\$ 161.47	\$ (132.29)
	Total	\$ 637.35	\$ 569.07	\$ (68.29)
Quantity:	40			
Conversion:	Yes			
Full/Hybrid:	Full			

Installation Details		Existing	Proposed	Variance
5	select fixture:	HP50250	ATB2 138 Watt, Black	
	select pole:			
	Fixture*	\$ 13.16	\$ 16.94	\$ 3.78
	Pole			
	Maintenance	\$ 5.26	\$ 3.44	\$ (1.82)
	Energy**	\$ 19.36	\$ 8.07	\$ (11.29)
	Total	\$ 37.78	\$ 28.45	\$ (9.33)
Quantity:	2			
Conversion:	Yes			
Full/Hybrid:	Full			

Installation Details		Existing	Proposed	Variance
6	select fixture:	HP50400	ATB2 274 Watt, Black	
	select pole:			
	Fixture*	\$ 124.80	\$ 289.40	\$ 164.60
	Pole			
	Maintenance	\$ 48.40	\$ 34.40	\$ (14.00)
	Energy**	\$ 280.36	\$ 161.47	\$ (118.90)
	Total	\$ 453.56	\$ 485.27	\$ 31.71
Quantity:	20			
Conversion:	Yes			
Full/Hybrid:	Full			

Existing		RSW 28 Watt 4000K
Base Fixture	\$ 672.97	\$ 778.50
Conversion Fee	N/A	\$ 167.81
Base Energy	\$ 143.59	\$ 34.80
Fuel	\$ 137.72	\$ 42.74
Conservation	\$ 2.71	\$ 0.84
Capacity	\$ 2.51	\$ 0.78
Environmental	\$ 5.32	\$ 1.85
Storm	\$ 127.33	\$ 39.52
kWh/month	5017	1557
		3460

Existing		XSP1-A 53 Watt
Base Fixture	\$ 79.20	\$ 150.00
Conversion Fee	N/A	\$ 19.40
Base Energy	\$ 23.40	\$ 12.00
Fuel	\$ 22.51	\$ 9.88
Conservation	\$ 0.44	\$ 0.19
Capacity	\$ 0.41	\$ 0.18
Environmental	\$ 0.87	\$ 0.38
Storm	\$ 20.81	\$ 9.14
kWh/month	820	380
		460

Existing		ATBS 78 Watt
Base Fixture	\$ 12.24	\$ 13.50
Conversion Fee	N/A	\$ 2.91
Base Energy	\$ 5.13	\$ 2.40
Fuel	\$ 4.94	\$ 2.14
Conservation	\$ 0.10	\$ 0.04
Capacity	\$ 0.09	\$ 0.04
Environmental	\$ 0.19	\$ 0.08
Storm	\$ 4.57	\$ 1.98
kWh/month	180	78
		102

Existing		ATB2 138 Watt, Black
Base Fixture	\$ 247.20	\$ 300.00
Conversion Fee	N/A	\$ 38.80
Base Energy	\$ 100.40	\$ 56.00
Fuel	\$ 96.62	\$ 52.70
Conservation	\$ 1.90	\$ 1.04
Capacity	\$ 1.76	\$ 0.96
Environmental	\$ 3.73	\$ 2.04
Storm	\$ 89.34	\$ 48.73
kWh/month	3520	1920
		1600

Existing		ATB2 138 Watt, Black
Base Fixture	\$ 13.16	\$ 15.00
Conversion Fee	N/A	\$ 1.94
Base Energy	\$ 6.62	\$ 2.80
Fuel	\$ 6.37	\$ 2.64
Conservation	\$ 0.13	\$ 0.05
Capacity	\$ 0.12	\$ 0.05
Environmental	\$ 0.25	\$ 0.10
Storm	\$ 5.89	\$ 2.44
kWh/month	232	96
		136

Existing		ATB2 274 Watt, Black
Base Fixture	\$ 124.80	\$ 270.00
Conversion Fee	N/A	\$ 19.40
Base Energy	\$ 95.80	\$ 56.00
Fuel	\$ 92.23	\$ 52.70
Conservation	\$ 1.81	\$ 1.04
Capacity	\$ 1.68	\$ 0.96
Environmental	\$ 3.56	\$ 2.04
Storm	\$ 85.26	\$ 48.73

* Includes fixture fee and \$97 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included

Total	\$	453.56	\$	465.27	\$	31.70
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kWh/month	3360	1920
		1440

* Includes fixture fee and \$ 97 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
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www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Shanique S. Scott

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: November 1, 2017
Ref: Weekly check register

Enclosed, please find the summary of check register as of November 1, 2017:

General Fund

• Utility:	
Comcast	\$ 164.85
AT & T	1,566.73
• Bank of America	1,359.24
• PBC Sheriff	15,078.00
• CAP Government	3,574.00
• Clarke	1,710.39
• FL Municipal Insurance	1,592.00
• PB Post	2,156.01
• Deposit refund	300.00
• Coastal network Solution	570.00
• Purchased of supplies, materials and parts	2,238.88 A
• Payment for various services	2,475.80 B
• Payroll deductions	3,045.24 C
• Other	7,342.67 D
Total	\$ 43,173.81

W & S Fund

US Water	\$ 3,942.43
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Sanitation Fund

Southern Waste	\$ 32,920.98
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Revenues:

• FP & L (Franchise & Utility tax)	\$ 37,539.74
• Communication Tax	5,518.89
• Local Option Gas Tax	10,484.27
• Other	12,374.08
• Sales Tax & Revenue Sharing	50,929.54
Total	\$ 116,846.52

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

11/1/2017 11:23:07 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10341	KENNETH MCDONALD	KENNETH MCDONALD	11/1/2017	700.00
10342	SIR SPEEDY	SIR SPEEDY	11/1/2017	441.00
10343	WESTWAY TOWING INC	WESTWAY TOWING INC	11/1/2017	275.00
10344	KEVIN BROWN, SR	KEVIN BROWN	11/1/2017	380.00
Totals:			Total Transactions	1,796.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0339	KIDSBOUNCE4FUN PART	KIDSBOUNCE4FUN PARTY RENTALS	10/30/2017	712.00
10340	BALLOON ART DESIGN	BALLOON ART DESIGN	10/30/2017	250.00
Totals:			Total Transactions	962.00

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10317	AFLAC	AFLAC	10/27/2017	1,943.38
10318	AT&T MOBILITY	AT&T MOBILITY -ROC	10/27/2017	784.56
10319	BANK OF AMERICA, NA	BANK OF AMERICA	10/27/2017	1,359.24
10320	CAP GOVERNMENT	CAP GOVERNMENT	10/27/2017	3,574.00
10321	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	10/27/2017	113.50 <i>C</i>
10322	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	10/27/2017	626.00 <i>D</i>
10323	FLORIDA UC FUND	FLORIDA DEPARTMENT OF REVENUE	10/27/2017	622.85 <i>J</i>
10324	GEORGE SANDIFORD	GEORGE SANDIFORD	10/27/2017	179.99 <i>J</i>
10325	IAMAW	IAMAW	10/27/2017	324.72 <i>C</i>
10326	JORGE BUENO	JORGE BUENO	10/27/2017	358.00 <i>B</i>
10327	LAKE HARDWARE	LAKE HARDWARE	10/27/2017	143.69 <i>A</i>
10328	MARY HARRELL	MARY HARRELL	10/27/2017	150.00 <i>*</i>
10329	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	10/27/2017	132.89 <i>A</i>
10330	PBCCMA	PALM BEACH COUNTY CITY MANAGEMENT	10/27/2017	40.00 <i>D</i>
10331	ROBBIE TIRE	ROBBIE TIRE	10/27/2017	36.00 <i>A</i>
10332	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/27/2017	445.00 <i>B</i>
10333	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	10/27/2017	533.64 <i>C</i>
10334	STITCH WORK PLUS	STITCH WORK PLUS	10/27/2017	69.34 <i>D</i>
10335	THE SHERWIN WILLIAMS	SHERWIN WILLIAMS CO.	10/27/2017	17.93 <i>A</i>
10336	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	10/27/2017	176.49 <i>D</i>
10337	WALMART COMMUNITY	WAL-MART COMMUNITY	10/27/2017	422.58 <i>A</i>
10338	XEROX CORP	XEROX CORPORATION	10/27/2017	187.80 <i>B</i>
Non-Electronic Transactions:				12,241.60
Total Transactions:				12,241.60

AP Bank Reconciliation Posting Audit Report

City Of South Bay (CSBFND)

10/23/2017 12:11:55 PM

Batch: AAADUK

User ID: OM

Page 1

Bank Code: OPR Bank Of Belle Glade - Operating

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
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BUSY BEE PARTY RENTALS

1	10295	10/23/2017 Check	OM	AP0000002561AAADUK	\$180.00
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Description:

2	10296	10/23/2017 Check	OM	AP0000002561AAADUK	\$150.00
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Description:

CLARKE

3	10297	10/23/2017 Check	OM	AP0000002561AAADUK	\$1,710.39
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Description.

COASTAL NETWORK SOLUTIONS, LL

4	10298	10/23/2017 Cneck	OM	AP0000002561AAADUK	\$570.00
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Description:

COMCAST

5	10299	10/23/2017 Check	OM	APC000002561AAADUK	\$164.85
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Description:

EVERGLADES EQUIPMENT GROUP

6	10300	10/23/2017 Check	OM	AP0000002561AAADUK	\$112.83
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Description.

JOHN DEERE FINANCIAL

7	10301	10/23/2017	Check	OM	AP0000002561AAADUK	\$496.63
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Description

LAKE HARDWARE

8	10302	10/23/2017	Check	OM	AP0000002561AAADUK	\$158.61
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Description:

LAWNMOWER HEADQUARTER

9	10303	10/23/2017 Check	OM	AP0000002561AAADUK	\$742.54
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Description:

NEOFUNDS BY NEOPOST

10	10304	10/23/2017 Check	OM	APG0CC002561AAADUK	S350.00
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Description:

ORIGINAL EQUIPMENT

10305	10/23/2017 Check	OM	AP0C00002551AAADUK	\$9.96
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Description:

PALM BEACH COUNTY SHERIFF'S OF

[illegible]

Description:

PERFORMANCE MAPA

002-2017-0684 CON APPLICAZIONE 02561AAA/LA \$3'6.98 A

Description:

ROBBIE TIRE

ICSDH *022 2017 C-634 CM JF0000000000000000 S115 71

description:

AP Bank Reconciliation Posting Audit Report

City Of South Bay (CSBFND)

10/23/2017 12:11:55 PM

Batch: AAADUK

User ID: OM

Page 2

ROLFE & LOBELLO, P.A.							
15	10309	10/23/2017	Check	OM	AP0000002561AAADUK	\$130.00	B
Description:							
SEMINOLE SUPPLY CO							
16	10310	10/23/2017	Check	OM	AP0000002561AAADUK	\$13.20	A
Description:							
CMG-PB REMITTANCE ADDRESS							
17	10311	10/23/2017	Check	OM	AP0000002561AAADUK	\$2,156.01	
Description:							
TRC FARM & INDUSTRIAL SUPPLY IN							
18	10312	10/23/2017	Check	OM	AP0000002561AAADUK	\$49.96	A
Description:							
U & ME RECORDS MANAGEMENT							
19	10313	10/23/2017	Check	OM	AP0000002561AAADUK	\$303.02	B
Description:							
UNITED SITE SERVICES OF FLORIDA							
20	10314	10/23/2017	Check	OM	AP0000002561AAADUK	\$180.00	A
Description:							
VILLAGE OF PALM SPRINGS							
21	10315	10/23/2017	Check	OM	AP0000002561AAADUK	\$500.00	D
Description:							
XEROX CORPORATION							
22	10316	10/23/2017	Check	OM	AP0000002561AAADUK	\$208.85	B
Description:							

	Bank Totals	Items	Total Voids	Items
Checks	(\$23,699.54)	22	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
Net Activity for OPR	(\$23,699.54)			

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	(\$23,699.54)	22	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
Net Activity	(\$23,699.54)			

AP Check Register Report
City Of South Bay (CSBFND)

10/19/2017 9:20:11 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10293	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	10/19/2017	250.00
10294	VILLAGE OF WELLINGTO	THE VILLAGE OF WELLINGTON	10/19/2017	250.00
Non-Electronic Transactions:				500.00
Total Transactions:				500.00

AP Check Register Report
City Of South Bay (CSBFND)

10/16/2017 10:49:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0292	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	10/16/2017	750.00
Non-Electronic Transactions:				750.00
Total Transactions:				750.00

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10287	AT&T MOBILITY	AT&T MOBILITY -ROC	10/16/2017	782.17
10288	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/16/2017	1,592.00
10289	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	10/16/2017	90.50 B
10290	ROSENWALD ELEMENTAL	ROSENWALD ELEMENTARY	10/16/2017	300.00 D
10291	VILLAGE OF WELLINGTO	THE VILLAGE OF WELLINGTON	10/16/2017	460.00 J
Non-Electronic Transactions:				3,224.67
Total Transactions:				3,224.67

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

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
123	US WATER	U S. WATER SERVICES CORPORATION	11/1/2017	3,942.43
Totals:			Total Transactions:	3,942.43

AP Check Register Report

City Of South Bay (CSBFND)

10/24/2017 1:40:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
52	WASTE MANAGEMENT	WASTE MANAGEMENT	10/24/2017	32,920.98
Non-Electronic Transactions:				32,920.98
Total Transactions:				32,920.98