

***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, DECEMBER 05, 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
DECEMBER 05, 2017 @ 6:00 P.M.**

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Strategic Planning – Commissioner Berry**
 - 3b. Agenda Items – December 05, 2017**
- 4. ADJOURNMENT**

**AGENDA
CITY OF SOUTH BAY, FLORIDA
REGULAR CITY MEETING
CITY COMMISSION CHAMBERS
DECEMBER 05, 2017 @ 7:00 P.M.**

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

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

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.
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1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS/PROCLAMATIONS

3a. Brownsfields Update - Carol Thompson, AICP, Special Projects Manager

3b. Palm Beach County Department of Housing and Economic Sustainability

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

5a. Approval of City Meetings - November 07, 2017 (City Workshop)
(Regular City Meeting)

6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)

6a. RESOLUTION 117-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND HOLIDAYS FOR CALENDAR YEAR 2018; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 118-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE, SOUTH BAY, KNOWN AS THE "COMMERCE CENTER"; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION 119-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE (SECOND AND FINAL READING)

7a. ORDINANCE 11-2017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES IN PUBLIC-RIGHTS-OF-WAY; AMENDING THE CITY OF SOUTH BAY'S CODE OF ORDINANCES TO CREATE CHAPTER 33 TO BE ENTITLED "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY"; PROVIDING FINDINGS AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION OF COMMUNICATION SERVICE PROVIDERS; PROVIDING FOR RULES AND REGULATIONS FOR COMMUNICATION SERVICE PROVIDERS; WIRELESS SERVICE PROVIDERS AND SMALL WIRELESS SERVICE PROVIDERS AND THEIR FACILITIES; PROVIDING FOR A DUTY TO NOTIFY; PROVIDING FOR RENOVATION AND SUSPENSION; PROVIDING FOR TERMINATION; PROVIDING FOR APPEALS; PROVIDING FOR APPLICATION OF THESE RULES TO EXISTING COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR INSURANCE; PROVIDING FOR INDEMNIFICATION; PROVIDING FOR CONSTRUCTION BOND; PROVIDING FOR ABANDONMENT OF A COMMUNICATIONS FACILITY; PROVIDING FOR PASS-THROUGH PROVIDER FEES AND FEES FOR USE OF CITY UTILITY POLES; PROVIDING FOR RESERVATION OF RIGHTS AND REMEDIES; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – January 16, 2017

11. CITY MANAGER REPORT

11a.

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
November 07, 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 November 07, 2017 at 6:30 p.m.

Present:

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

Staff:

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

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

Commissioner Berry mentioned the following corrections to city minutes:

- City workshop minutes - October 03, 2017 page 3478 - rephrase sentence " Commissioner Berry suggested that the city distribute copies of the United States Constitution to students at Rosenwald Elementary School during Florida government week"
- Regular City Meeting - October 03, 2017 page 3479 item 3b - "relating to Herbert Hoover Dike being completed by 2020 instead of 2025"
- City workshop minutes - October 17, 2017 page 3483 - She mentioned adding the AVID Program to the consent agenda as AVID Student Officers.

Resolution

The City Clerk read Resolution 108-2017 for the record.

A Resolution of the City Commission of the City of South Bay, Florida, Authorizing the Mayor and City Manager to execute the 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 an effective date.

Vice-Mayor Wilson asked if there was an increase from the amount the city paid last year. The City Manager said that there was a contractual increase of 2-3%.

Commissioner Berry requested clarification relating to the audit beginning on February 17 and issue a report no later than May 17. The City Manager said that language would be changed to reflect the report being issued in 2018 for fiscal year 2016-2017.

The City Clerk read Resolution 109-2017 for the record.

A Resolution of the City Commission of the City of South Bay, 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.

The City Manager stated that Clarke was the current mosquito sprayer for the City of South Bay and the only responder to the mosquito bid. He said that staff was recommending approval to maintain the mosquito spraying within the city. He also stated that there was an increase of \$0.99 per mile. Vice-Mayor Wilson asked "how many miles within the City of South Bay". The City Manager said that the miles were approximately 18.99 miles.

The City Clerk read Resolution 110-2017 for the record.

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 bid process for the sale of said real; Providing for an effective date.

The City Manager said that the process for disposing property properly. He recommended putting the bid out with a closing date.

The City Clerk read Resolution 111-2017 for the record.

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.

The City Manager said that the upgrade would include all of the FPL owned lights in the city that the city paid for through utility cost. He said that the upgrade would include LED, which would provide more lights on city streets, US 27 and Palm Beach Road. He also said that there was no cost for the installation of the lights and stated that the utility cost would decrease approximately \$50.

Mayor Kyles adjourned the city workshop at 6:59 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
November 07, 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 November 07, 2017 at 7:00 p.m.

Present:

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

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk

Mayor Kyles called for voting conflicts, there were none.

Public Comments

Ralph Walker made a comment relating to supporting to Commissioners Scott's campaign and made a comment relating to the sale of the park of commerce. *(full discussion/recording available through the City Clerks Office)*

Barbara King made a comment relating to the senior ball. She also acknowledged the South Bay King and Queen Ms. Martha Hudgens and Mr. Thomas Stinson and the committee.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of city workshop and regular city meeting minutes for October 03 & October 17 2017. The motion to approve the consent agenda, with corrections by Commissioner Berry made in the city workshop, was made by Commissioner Berry and seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 108-2017 for the record.

Vice-Mayor Wilson made a motion to table 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 an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approve

The City Clerk read Resolution 109-2017 for the record.

Commissioner Berry made motion to approve Resolution 109-2017, a Resolution of the City Commission of the City of South Bay, 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. The motion was seconded by Vice-Mayor Wilson. The vote was Commissioner Scott, no; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

The City Clerk read Resolution 110-2017 for the record.

Commissioner Berry made a motion to approve 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 bid process for the sale of said real; Providing for an effective date. The motion was seconded by Commissioner Scott.

Commissioner Berry withdrew her motion. The motion was seconded by Commissioner Berry.

Commissioner Berry made a motion to keep the wording "surplus property" on the resolution title (Resolution 110-2017), change the bid invitation date and amounts and bring back the bid document at the next meeting. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

striking through "starting bid" and having the City Manager come back with a discussion on how much the bid price would be.

The City Clerk read Resolution 111-2017 for the record.

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

City Clerk Report

The City Clerk mentioned the next commission meeting scheduled for November 21, 2017 with a 6:30 p.m. workshop followed by a regular meeting at 7:00 p.m.

The City Clerk also mentioned the following events:

- Tour of Okeelanta site Wednesday, November 29 from 11:30 p.m. - 1:30 p.m.
- Tri-Cities BBQ scheduled for December 01, 2017.
- Palm Beach County Day - January 2018

City Manager Report

The City Manager mentioned the following: *(full recording/discussion available through the city clerk's office)*

- MLK completion by December 31, 2017, however two items remaining on their punch list
- Mentioned a meeting in Tallahassee relating to one of the city's legislative approach regarding the flood control for SE section.
- Mentioned a meeting with the chief Inspector General to discuss the city's state of financial emergency, on "Thursday" morning.
- Letters of Interest relating to the Park of Commerce - City recieved two responses regarding the letters of Interest. The City Clerk read the names that had submitted a response to the LOI by the due date (South Florida Logistics Holding, LLC and BioChar Technologies Inc.) The letters of interest was distributed to the commission. The City Manager said that discussion on the LOI would take place at the next meeting.
- RFP for the demolition on 10th Avenue

Commissioner Scott asked the City Manager if the Federation of Families ever come to the commission relating to rental fees. The City Manager said that the rental fees were placed in the budget and he would provide additional information at the next meeting. Commissioner Scott said that she was not aware of the discussion and changes relating to the rental fees for the Federation of Families.

Commissioners comments for the good of the order

Commissioner Scott thanked all who attended the meeting.

Commissioner Berry made a comment relating to Resolution 107-2017 relating to the Herbert Hoover Dike. She thanked all who attended the meeting.

Vice-Mayor Wilson thanked all who attended the meeting and Deputy Hollywood. He also thanked all who attended the meeting.

Mayor Kyles requested an update from Tammy Jackson relating to the repair of the Herbert Hoover Dike *(full discussion/recording relating to Tammy Jackson's report is available through the City Clerk's Office)*

Mayor Kyles adjourned the city meeting at 8:00 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

RESOLUTION 117-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND HOLIDAYS FOR CALENDAR YEAR 2018; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 286.011, Florida Statutes, also known as the "Florida Public Meeting Law" requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, it is appropriate for municipalities to cancel regular meetings falling on or in close proximity to national holidays and election dates; and

WHEREAS, the City Manager requests approval of a Regular City Meeting schedule for calendar year 2018, attached as Exhibit "A", as well as the cancellation of regular meetings to be held on the following dates: January 2, 2018, June 19, 2018, July 03, 2018 (Holiday), November 06, 2018 (General Election) and December 18, 2018 (Holiday).

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

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

Section 2. Adoption of City Commission Meeting Schedule for calendar year 2017. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit "A" attached hereto, along with cancellation dates for regular meetings: January 2, 2018; June 19, 2018; July 03, 2018; November 06, 2018 and December 18, 2018.

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

PASSED and ADOPTED this 5th day of December 2017.

Joe Kyles , Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

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

2018 SOUTH BAY CITY COMMISSION CALENDAR

JANUARY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

01 New Year's Day
15 M.L. King Day

02 REGULAR SESSION
CANCELLED
16 REGULAR SESSION

JULY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

04 Independence Day

03 REGULAR SESSION
CANCELLED
17 REGULAR SESSION

FEBRUARY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

19 Presidents Day

06 REGULAR SESSION
20 REGULAR SESSION

AUGUST						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01 REGULAR SESSION
15 REGULAR SESSION

MARCH						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

06 REGULAR SESSION
20 REGULAR SESSION

SEPTEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

03 Labor Day

04 REGULAR SESSION
18 REGULAR SESSION

APRIL						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

03 REGULAR SESSION
17 REGULAR SESSION

OCTOBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

08 COLUMBUS DAY

02 REGULAR SESSION
16 REGULAR SESSION

MAY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

28 Memorial Day

01 REGULAR SESSION
15 REGULAR SESSION

NOVEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

12 Veterans Day
22 Thanksgiving
23 Day after Thanksgiving
06 REGULAR SESSION
CANCELLED
20 REGULAR SESSION

JUNE						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

05 REGULAR SESSION
19 REGULAR SESSION
CANCELLED

DECEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24 Christmas Eve
25 Christmas Day
31 New Year's Eve
04 REGULAR SESSION
18 REGULAR SESSION
CANCELLED

RESOLUTION 118-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE, SOUTH BAY, KNOWN AS THE "COMMERCE CENTER"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City"), desires to enter into a Lease Agreement with Federation of Families of Florida, Inc. ("Tenant") for the lease of a building located at 101 N.W. 1st Street, South Bay, Florida 33493, also known as the "Commerce Center" (hereinafter "subject property"); and

WHEREAS, the subject property was intended to serve as a Chamber of Commerce location to further the interests of the local businesses community and residents of the City of South Bay; and

WHEREAS, Tenant has agreed to establish a Chamber of Commerce, in addition to the provision of other activities which will take place as set forth in Exhibit "A" hereto (Lease Agreement); and

WHEREAS, the City Commission has determined that leasing the subject property is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Florida, that:

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

Section 2. Authorization of Mayor and City Manager. The City Commission for the City of South Bay hereby authorizes the Mayor and City Manager to execute the Lease Agreement between the City of South Bay and Federation of Families of Florida, Inc., attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

and adoption.

PASSED AND ADOPTED this 5th day of December, 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)

USE OF FACILITIES AGREEMENT

between

**FEDERATION OF FAMILIES OF FLORIDA INC.
(Tenant)**

and

**CITY OF SOUTH BAY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(City)**

AGREEMENT

THIS AGREEMENT, made and entered into, December 5, 2017 (the "Effective Date"), by and between Federation of Families of Florida, Inc., a non-profit corporation, hereinafter referred to as "Tenant" and City of South Bay, Florida, a political subdivision of the State of Florida, on behalf of City of South Bay, hereinafter referred to as "City" or "Landlord".

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as South Bay Commerce Center located at, 101 N.W. 1st Street, South Bay, Florida 33493, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a 1,632 square foot facility (the "Building") and parking lot (the Building and parking lot are hereinafter referred to as the "Premises") and City desires to lease the Premises as hereinafter defined for the purpose of establishing a Family Empowerment Center and South Bay Chamber of Commerce; and

WHEREAS, Landlord is willing to lease the Premises to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord leases to Tenant, and the Tenant rents from Landlord the Premises upon the following terms and conditions:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

The Premises subject to this agreement shall consist of 101 N.W. 1st Street, South Bay, consisting of approximately 1,632 total gross square feet of floor space in the Building.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the exclusive right to use parking space(s), as well as exclusive use of the Building, which includes use for the Chamber of Commerce, for which Tenant will allocate a reasonable size space within the Building.

Section 1.03 Length of Term and Effective Date.

The term of this Agreement shall commence on the date of full execution of this Lease (the "Effective Date"), and may extend for a period of two (2) additional one (1) year terms thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Extension.

The Term may be extended only in writing signed by both parties. In the event of an extension allowable under the terms of this Agreement, the City Manager shall have the authority to extend for a one-year term.

**ARTICLE II
RENT****Section 2.01 Rent.**

Tenant shall pay Landlord for the use and occupancy of the Premises a monthly rate of Six Hundred and Fifty Dollars (\$650.00).

Section 2.02 Payment.

All Rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. The Federation and the City are tax-exempt entities. No sales or use tax shall be included or charged with the Rent. Payment of Rent shall be made to the City of South Bay Finance Department at 335 SW 2nd Avenue, South Bay, Florida 33493.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT****Section 3.01 Use of Premises.**

The Premises shall be used solely for the establishment and operation of a Family Empowerment Center and a Chamber of Commerce, as more specifically described on Exhibit "B" hereto. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any

unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Agreement, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any alterations shall vest in Landlord.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Tenant's Work.

(a) Alterations.

Provided that the City has pre-approved the same in writing if required under this Section, Tenant shall be entitled to make alterations, improvements, or additions to the Premises, (hereinafter, collectively "Alterations") at its sole cost and expense. Tenant agrees and acknowledges that all Tenant's Alterations installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance. Tenant shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Tenant shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable, in the construction of any Alterations to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

With the exception of maintenance of the outside grounds and major repairs that exceed Five Hundred Dollars (\$500), Tenant shall be obligated to ensure that the building is maintained in a tenable condition during the terms of the lease; make any repairs or conduct any maintenance whatsoever to the Property, including ordinary course janitorial services at its sole cost and expense. Tenant accepts the premises in the condition they are in on the Effective Date and Tenant agrees that it shall make any repairs to the Premises at its sole cost and expenses.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

Section 6.01 Liability Insurance.

Tenant shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The City shall be named as an additional insured for all policies except Workers' Compensation. In the event the Legislature should change the City's exposure by Statute above or below the sums insured against, Tenant shall provide insurance to the extent of that exposure.

Tenant hereby agrees to protect, indemnify, save and hold harmless Landlord from, without limitation, attorney's fees, cost, or expense of any kind imposed upon or incurred by or assessed against Tenant by reasons of (a) any accident, injury to or death of persons, (including workmen) or loss of or damage to property occurring on or about the premises or any part thereof as a result of any action or failure to take action by Tenant, its servants, employees, guests, licensees and contractor; (b) failure on the part of Tenant to conform or comply with any of the terms of this lease or any law, rule or regulation or (c) performance of any

labor or service or the furnishing of any materials or other property in respect to the premises or any part thereof by, or for Tenant. In case any action, suit or proceedings is brought against Tenant for any reason whatsoever, the same shall be resisted and defended by counsel designated by the insurer whose policy covers such occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this paragraph arising by reason of any such occurrence taking place during the term of this lease shall survive any termination of this lease, and constitute a material consideration of this lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

**ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the Tenant elects to terminate this Lease as provided in this Section, the Rent payable hereunder shall be prorated to the date of the casualty. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Landlord shall, if Landlord shall have received insurance proceeds therefore, promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

**ARTICLE VIII
UTILITIES AND SERVICES**

Tenant shall pay all charges for water, sewer, electricity, internet and telephone utility service to the Premises, except for any balance due prior to the Effective Date.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent. In the event of an approved assignment, Tenant shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to pay the Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period, this Lease will continue.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to take such actions are consistent with this agreement and/or Landlord's ownership of the Premises.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding needs of the City of South Bay. Notwithstanding anything in this Lease to the contrary, Landlord shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Tenant, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or unreasonable interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. Tenant shall also be entitled to receive compensation for the value of any alterations or other improvements made by Tenant to the Premises, if applicable. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. Tenant will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 15.02 Criminal History Records Check

Tenant acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

Section 15.03 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Tenant hereby certifies that neither Tenant nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.04 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 15.05 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
City of South Bay
Attn: City Manager
335 SW 2nd Avenue
South Bay, Florida 33493

Fax: 561-996-7950

- (b) If to the Tenant at:
Federal of Families of Florida, Inc.
Attn: C. Veree Jenkins, CEO
1402 Royal Palm Beach Blvd. Ste. 102
Royal Palm Beach, FL 33411
Fax: 561-246-3318

with a copy to:

Burnadette Norris-Weeks, PA
Attention: Burnadette Norris-Weeks, Esquire
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

Landlord shall be entitled to record this Lease or a Memorandum of Lease in the public records of City of South Bay for the purpose of providing public notice of Tenant's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, BUT DO NOT WAIVE A TRIAL.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the

benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 15.19 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease including but not limited to any residents of the City of South Bay or employees of the City or Landlord.

Section 15.20 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the City enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the City or receiving City funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 15.21 Past Debt.

Any past debt owned by Tenant to Landlord shall be paid in full prior to the execution of this Agreement.

Section 15.22 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the City of South Bay Commission, and shall become effective only when signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

By: _____

Title: _____

(SEAL) **OR**
(SEAL) (corporation not for
profit)

ATTEST:

JESSICA FIGUEROA
CITY CLERK

CITY OF SOUTH BAY, a political
subdivision of the State of Florida

By: _____
Clerk

By: _____
Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Attorney

By: _____
City Manager

EXHIBIT A
LEGAL DESCRIPTION
(attached)

EXHIBIT B
DESCRIPTION OF FAMILY EMPOWERMENT CENTER
AND
CHAMBER OF COMMERCE

Background:

Established in 2001, the *Federation of Families of Florida, Inc.* is a 501(c) (3) non-profit community and parent-run organization headquartered in Royal Palm Beach, Florida. Our mission is to provide services that inform, educate, train, and support individuals at-risk; and families whose children are at-risk, or who have emotional or behavioral health needs. It is also our mission to bring together the voices and concerns of families and youth impacted by the challenges associated with mental health disorders, and to use this information to change the system of care by working collaboratively with community and faith-based partners.

We were birthed from a federally funded system of care grant project lead by the Department of Children and Families and are a chapter of the national parent-run organization, the Federation of Families for Children's Mental Health. To better serve teens and young adults we started a Youth M.O.V.E. (Motivating Others through Voices of Experience) Florida, a chapter of the National Youth M.O.V.E. Additionally, we have provider under the Southeast Florida Behavioral Health Network and have a Level II Substance Abuse Prevention services license for children and adults. We have proudly provided services in the Glades in various collaborations over years in several locations including Belle Glade Weed and Seed, Belle Glade Youth Empowerment Center, Pioneer Park Beacon Center and The Lighthouse Café.

Children's Mental Health System of Care Program

The Federation is contracted with the Florida Department of Children and Families and the Southeast Florida Behavioral Health Network to help families to navigate systems to obtain better mental health and other services for their children. We are also funded to provide specific services to help increase the education, awareness and treatment outcomes for children.

Through the advocacy of the Federation, family and community partners of the Glades; the Glades has been selected as one of five implementation sites across the state to receive infrastructure support to develop its own Children's Mental System of Care. This grant which is operated through the Florida Department of Children and Families with federal funding from the Substance Abuse Mental Health Services Administration brings specific resources to the Glades. Including:

- Training for Evidence Based Mental Health Practices such as Wraparound and Trauma Informed Care and recruitment of clinicians to provide mental health services that are culturally competent.
- Outreach and education in the form of community needs assessment, strategic planning for development of mental health services, parent, youth and community mental health

education and awareness and Community Cafés for ongoing dialogue and the harvest of feedback from the citizens for the betterment of the community.

- Leadership and community involvement through active citizen participation on advisory council and subcommittees. Leondrae D. Camel, City Manager of South Bay is one the leaders appointed to sit on the statewide advisory council board.
- Youth and parents will be recruited and trained for leadership on the council by the Federation of Families to prepare them for these leadership roles.
- The University of South Florida will provide technical assistance and evaluation oversight of the project including the hiring of parents to serve as parent interviewers.
- DCF is funding a full time system of care coordinator to organize this effort.
- Family and youth involvement, support and outreach will be provided by the Federation of Families through funding from the system of care grant and the managing entity.

The following table outlines services and supports that will be provided by the Federation of Families for the City of South Bay Family Empowerment Initiative where citizens of all ages may gather for services and support to foster positive mental health and wellness in South Bay.

Federation of Families and City of South Bay Tasks Specific for the Family Empowerment Initiative

Family Empowerment Initiative Programs:	Responsibility
Family Empowerment Facility Tenant will be fully responsible for the upkeep and maintenance of the facility known as the commerce center other than those items set forth in the lease agreement (Article V).	City of South Bay
Family Empowerment Facility/Commerce Center Federation will be responsible for all utilities and rent per lease agreement.	Federation of Families
Youth MOVE (Motivating Other Through Voices of Experience) Program) (14-29 year olds) Provide youth leadership training, entrepreneur training, peer support groups, field trips and participation of youth on community and system of care leadership councils and boards.	Federation of Families
Youth FAIR (Friends Are Important Resources) (Elementary School Age) Provide educational and recreational programming including substance abuse prevention group, homework assistance,	Federation of Families

field trips, arts and crafts	
Parents with a Purpose Provide parent education and training on advocacy, child rearing, systems of care. Provide parent support including support group, information and referrals, advocacy in schools, court, services	Federation of Families
ACCESS Help eligible candidates apply for food stamps, Medicaid and other benefits	Federation of Families
Community Outreach Conduct community needs assessment, host Community Café dialogues, host workshops, health fairs, participate in community events	Federation of Families
Volunteerism/Community Services Provide formal volunteer experiences for youth and adults including community services mandates. Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations	Federation of Families
<u>Life Skills</u> Provide life skills training to teens and adults based on their assessed needs such as budgeting, resume writing, advocacy, anger management	Federation of Families
<u>Certified Recovery Peer Specialist Training</u> Provide training to eligible candidates to become family or consumer peer specialists which may lead to volunteer and employment opportunities in the community	Federation of Families
Mental Health Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevention and outreach programs. Federation will help facilitate Wraparound and systems navigation.	Federation of Families
Substance Abuse Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevent and outreach programs. Federation will help facilitate Wraparound and systems navigation	Federation of Families
Cultural Competency Training	Federation of Families

Link community representatives to the Statewide Cultural and Linguistic Competency Committee for the System of Care – City Manager or designee already appointed	
Evaluation Link community representatives to University of Florida to serve as parent evaluators and advisory team members	Federation of Families
Transportation/Child Care Provide incentives for travel and childcare to allow parents and youth to participate in system of care activities. Van available for transportation to Federation sponsored and project related events.	Federation of Families
Ongoing collaboration and program development Continued partnership for program enhancement, site development and sustainability and active involvement of the community youth, families and agencies.	Federation of Families and City of South Bay
Establishment of a Chamber of Commerce Establish a Chamber of Commerce and a network of businesses whose goal is to further the interests of local businesses, citizens and the City of South Bay community. The Chamber of Commerce shall have an office in which to operate in the premises leased to the Federation of Families by the City of South Bay	Federation of Families

Copy 4

Dev-Land Demolition & Site, Inc.
11240 Brandywine Lake Way
Boynton Beach, Fl. 33473
Phone: 561-585-6370
Fax: 561-732-0106

SITE CONSTRUCTION & DEVELOPMENT

PROJECT: Request for Proposal Building Demolition Services

BID NO: 2017-03

LOCATION: 185 NW 19TH AVE., SOUTH BAY, FL.

DATE: November 16, 2017

PROPOSED TO:

Office of the City Clerk

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

**THIS PROPOSAL TO PROVIDE ALL LABOR,
MATERIALS AND EQUIP. TO COMPLETE**

JOB AS OUTLINED BELOW

Unit Total Price

- A.) DEMOLITION & DISPOSAL OF A 2 STORY
CONCRETE BUILDING.
- B.) REMOVAL & DISPOSAL OF DEBRIS INSIDE
BUILDING AREA.
- C.) REMOVAL OF CONCRETE PILE APPROX. 3FT.
BELOW EXISTING SURFACE.
- D.) GRADING OF SITE WITH EXISTING SOIL.
- E.) MOBILIZATION & GENERAL CONDITON

TOTAL ESTIMATED PROPOSAL:

\$18,900.00

NOTES:

- 1.) Contractor is not responsible for the following:
 - a. Sidewalk
 - b. Imported Fill
 - c. City will have powerline degeneraized in front of building.


For: Dev-Land Demolition & Site, Inc.

Dev-Land Demolition & Site, Inc.

Complete Site Services

11240 Brandywine Lake Way
Boynton Beach, Fl. 33473

Phone: 561-585-6370
Fax: 561-732-0106

November 15, 2017

Jessica Figueroa - City Clerk
Office of the City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Fl. 33493

Contractor Qualifications and Specifications
Letter of transmittal
Evidence of ability to perform on time

Re: Request for Proposal Building Demolition Services - RFP No: 2017-03

To Whom it May Concern:

As per requested to follow are the proposal requirements in relation to the above listed RFQ indicated per line item and relating to the following required information;

- A. Contractor qualifications and specifications
- B. Letter of transmittal
- C. Evidence of ability to perform on time

1. Scope of Services:

Upon a Letter of Award from the City of South Bay, Dev-Land will apply for permits and file a notice of commencement, following procedures for abatement and environmental approval, if applicable. Permits are estimated to take approximately 10 days to six weeks, once received Dev-Land will require approximately 2 days to mobilize.

Dev-Land's prior years of experience in demolition services qualifies the firm as a reliable and experienced contractor in relation thereof. Equipment used for the site is the sole property of Dev-Land Demolition & Site, Inc. The company has the capability of obtaining multiple pieces of equipment to accommodate the project if necessary.

2. **Firms Qualifications:**

Dev-Land Demolition & Site, Inc., with offices in Lake Worth and Boynton Beach is a corporation organized under the laws of the State of Florida. The owner Carl Deveaux have been in the heavy construction industry for over 32 years and specialize in excavation, demolition, demucking, mechanical harvesting, lake restoration, dredging, drainage, hurricane and disaster cleanup, beach restoration, paving & under ground utilities and various other types of earthwork.

Our firms owns an extensive list of heavy equipment which includes loaders, dozers, bobcats, rollers, draglines, and excavators and have approximately 100 dump trucks at our disposal, if needed, ranging from 22 - 100 cubic yard capacities. We are qualified to handle disaster recovery and have obtained and completed this scope for over two years after Hurricane's Frances, Jeanne and Wilma for the City of Lake Worth. Our firm is a certified Black Minority SBE/MBE/DBE contractor, we are also certified with multiple local municipalities including the South Florida Water Management District. We have completed projects such as libraries, police and court house facilities, aquatic centers, schools, shopping plazas, multi-family developments, fire departments, single family developments, hospitals, VA Hospitals, roadways improvements, lime sludge hauling, churches, and banks.

4. **Equipment:**

Dev-Land owns all it's own equipment, if additional machinery is necessary for projects our firm has accounts with multiple equipment rental companies to accommodate our needs.

5. **Supervisory Personnel:**

Carl Deveaux - President / Resume attached
Annette Deveaux - Vice President / Controller
Amanda Qiu - Human Resources
Annie Quinton - Accounts Payable
Karl Deveaux - Field Supervisor
Stanley Bateman - Estimating

6. **Scheduling:**

Dev-Land agrees as per ordinate by the City of South Bay to follow the guidelines set forth per the agreed contract between the city and Dev-Land Demolition & Site, Inc., in relation to said contract. The following is a standard anticipated schedule to commence;

- A. Receipt of Letter of Award from the City of South Bay
- B. Application for abatement, if applicable
- C. Application for permits, if applicable
- D. Filing Notice of Commencement

E. Upon receipt of permits - mobilization within approx. 2 business days.

7.) **Reporting Methods:**

Dev-Land is experienced with demolition and site construction procedures within the government and has worked with multiple governmental municipalities. Dev-Land will provide to the City of South Bay for subsistence all payroll records and any other relevant information if needed. We are familiar with Bacon Davis rates and agree to abide by all policy and procedures in relation to working with the City of South Bay.

8.) **Invoicing:**

Our office will invoice the City of South Bay upon completion of each project and request payment one week following each billing. Along with the requisition for payment we will submit all certified payroll and/or other documents if required by the City in relation to said project.

9.) **Employee Training & Safety:**

Prior to employment all employees are required to submit a drug test and attend training courses. Additional drug testing is required yearly. On staff throughout the year and based on projects Dev-Land has both adequate number and qualified skilled workers; no works have less than a minimum of 5 years experienced in the construction industry.

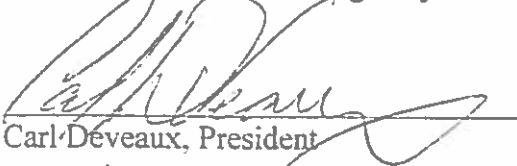
10.) **Time Frame:**

Our firm will commence operation within approximately 2 days following obtaining permits, if needed. Time frame for demolition based on obtaining permits, notification to commence and/or any other relevant factors. We are an experienced firm in relation to this scope of work and will work whatever hours necessary and approved, to ensure safety within the City and project site.

11.) **Communication with the City:**

It is our experience that open and frequent communication with the City of South Bay officials is vital, phone lines will be open on a 24 hour basis for officials to contact us.

Submitted and Acknowledged by:


Carl Deveaux, President

11/15/17
DATE

Dev-Land Demolition & Site, Inc.

11240 Brandywine Lake Way

Boynton Beach, Fl. 33473

Phone (561) 758-9899

Fax (561) 732-0106

Cdddsi@aol.com

Re: Letter of Introduction

To Whom It May Concern:

Dev-Land Demolition & Site, Inc., with locations in both Lake Worth and Boynton Beach, Florida, is a corporation organized under the laws of the State of Florida. The owner, Carl Deveaux have been in the heavy construction industry for over 28 years and specializes in excavation, demolition, demucking, mechanical harvesting, lake restoration, dredging, drainage, hurricane and disaster cleanup, beach restoration, paving & underground utilities and various other types of earthwork.

Our firm owns an extensive list of heavy equipment which includes loaders, dozers, bobcats, rollers, draglines, and excavators and have approximately 100 dump trucks at our disposal, if needed, ranging from 22 - 100 cubic yard capacities. We are qualified to handle disaster recovery and have obtained and completed this scope for over two years after Hurricane's Frances, Jeanne and Wilma for the City of Lake Worth. Our firm is a certified Black Minority SBE/MBE/DBE contractor, we are also certified with The Broward County School Board, Palm Beach County, The Palm Beach County School Board, and South Florida Water Management District. We have completed projects such as libraries, police and court house facilities, aquatic centers, schools, shopping plazas, multi-family developments, fire departments, single family developments, hospitals, VA Hospitals, roadways improvements, churches, and banks.

Our firm is interested in submitting a proposal to your company and we ask that you take our letter of introduction into "Strong" consideration. Please feel free to contact our office and speak with one of the firms officers personally.

Sincerely,

Carl Deveaux

Dev-Land Demolition & Site, Inc.

CD/ad

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P12000006496

Entity Name: DEV-LAND DEMOLITION & SITE, INC.

Current Principal Place of Business:

11240 BRANDYWINE LAKE WAY
BOYNTON BEACH, FL 33473

Current Mailing Address:

11240 BRANDYWINE LAKE WAY
BOYNTON BEACH, FL 33473 US

FEI Number: 45-4298706

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

DEVEAUX, CARL
11240 BRANDYWINE LAKE WAY
BOYNTON BEACH, FL 33473 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name DEVEAUX, CARL
Address 11240 BRANDYWINE LAKE WAY
City-State-Zip: BOYNTON BEACH FL 33473

Title VICE-PRESIDENT
Name DEVEAUX, ANNETTE
Address 11240 BRANDYWINE LAKE WAY
City-State-Zip: BOYNTON BEACH FL 33473

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANNETTE DEVEAUX

VICE-PRESIDENT

04/28/2017

Electronic Signature of Signing Officer/Director Detail

Date

CARL DEVEAUX
11240 Brandywine Lake Way
Boynton Beach, Fl. 33473

Phone: (561) 585-6370
Fax: (561) 732-0106

RESUME

Personal Information:

Carl Deveau
11240 Brandywine Lake Way
Boynton Beach, Fl. 33473

Date of Birth:

March 17, 1954

Social Security Number:

xxx-xx-xxxx

Marital Status:

Married

Education:

Graduated Lake Worth High School - (1972)
Palm Beach Community College - Business Law (1972-1974)
Palm Beach Community College - (1992-1994)

Employment:

I currently hold the position of President for Dev-Land Demolition & Site, Inc., my duties consist of running the day to day operations of this heavy construction company. Through the years our company has expanded and we are currently a certified and licensed firm capable of handling prime contract work in the phases of site development, paving, utilities, major road, and demolition. My experience in the construction industry started back in 1980 with the purchase of a bobcat. Since that time I have acquired an extensive list of equipment and over 28 years experience and knowledge regarding land development. Besides the above listed scopes our firm also specializes in excavation, demucking, dredging, drainage, disaster debris removal and various other types of earthwork.

Interests:

I am an active participant in youth activities, I have coached youth football teams for over 9 years for the City of Lake Worth and Palm Beach County. I strongly believe in taking part in Community involvement and have ran for the office of Commissioner for the City of Lake Worth. I have been an active member of the City of Lake Worth Code Enforcement Board, Nuisance Abatement Board and Citizens on Task.



GREATER ORLANDO
AVIATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

DEV-LAND DEMOLITION & SITE INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

237310, 238910, 236220, 236210

Victoria V Smith

7/14/16

DATE

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation



JACKSONVILLE
TRANSPORTATION
AUTHORITY



[View assistance for Entity Registrations~Existing Entity Registrations](#)**Registration Details for Complete Record**

Entity Name: Dev-Land Demolition & Site, Inc.

DCNS Number: 0800000042

CAGE: 7YH54

Address:

11240 Brandywine Lake Way
Boynton Beach, FL 33433-4890
UNITED STATES

Purpose of Registration: All Awards

Registration Status: Active

Expiration Date: 09/25/2018

Address Update Required: No

[UPDATE ENTITY](#)[VIEW](#)[DEACTIVATE](#)**Registration Details for Incomplete Record**

Your entity registration is Active. Please select Update Entity from Registration Details for Complete Record if you want to update or renew it.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boardman Insurance Services 440 Executive Center Drive, #205 West Palm Beach, FL 33401 Phone: (561) 478-1665	CONTACT NAME: Amanda Marshall PHONE (A/C No. Ext): (561) 478-1665 E-MAIL ADDRESS: agency@boardmanins.com FAX (A/C No):
INSURED DEV-LAND DEMOLITION & SITE, INC. 11240 Brandywine Lake Way Boynton Beach, FL 33473	INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE INSURER B: PROGRESSIVE COMMERCIAL INSURANCE INSURER C: NAUTILUS INSURANCE COMPANY INSURER D: APPALACIAN INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	3AA119542	08/05/2017	08/05/2018	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		05996599-0	05/31/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ 1,000,000.00 BODILY INJURY (Per accident) \$ 1,000,000.00 PROPERTY DAMAGE (Per accident) \$ 1,000,000.00 PERSONAL INJURY \$ 10,000.00
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		2815901-6	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3529391	02/25/2017	02/25/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 100,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SOUTH BAY / CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH BAY
135 SW 2ND AVENUE
SOUTH BAY, FLORIDA 33493

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda Marshall

© 1988-2014 ACORD CORPORATION. All rights reserved.

Contractor Information**Certification No:** U-21332 ACTIVE**Contractor:** Deveaux, Carl**Classification:** Demolition**Hold:****License Expiration:** 09/30/2017**General Liability Insurance:** 10/04/2017 ACTIVE**Bond Expiration:** 09/30/2017 ACTIVE**Workers Compensation:** 02/25/2017 ACTIVE**Work Comp Exemption:****Company:** Devland Site Inc**DBA:****Business:** 1302 Wingfield St
Lake Worth FL 33460**Phone:** 561-585-6370 **Fax:** 561-732-0106**Email:** devland6370@aol.com**BTR No:** 200915290**Countywide BTR:** Y**BTR Authority:** PALM BEACH COUNTY**BTR Exp. Date:** 09/30/2015**Notes:****Authorized Signature Details**

No data found

Note : A contractor who possesses a Certificate of Competency to contract in a specified trade in unincorporated Palm Beach County and all the Municipalities.

IMPORTANT!
THIS IS YOUR CERTIFICATE OF COMPETENCY
PALM BEACH COUNTY, FLORIDA

**PALM BEACH COUNTY CONTRACTORS
CERTIFICATE OF COMPETENCY**

CERTIFICATE #
U-21332



EXPIRATION
09/30/2017

NAME : CARL DEVEAUX
FIRM : DEVLAND SITE INC

DBA :

1302 WINGFIELD ST
LAKE WORTH, FL 33460

CERTIFIED CONTRACTOR
DEMOLITION

FEE : 250.00

ISSUED BY: KJORDAN@EPZBON : 09/24/2015

ID #0501144

Signature: _____

Contractor Signature Required

**1) PLEASE CHECK ALL INFORMATION TO
ENSURE THAT IT IS CORRECT**

2) CERTIFICATE MUST BE SIGNED

**3) FOLD THE CARD WHERE INDICATED
FOR EASE IN CARRYING**

Detach card
↑
from this unit

USE EDGES FIRST
FOR ALONG PERFORATION!!



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1302 WINGFIELD ST
LAKE WORTH, FL 33460

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0016 CW DEMOLITION CONTRACTOR	DEVLAND SITE INC	U21332	U17.218746 - 01/10/17	\$233.02	B40138080

This document is valid only when receipted by the Tax Collector's Office.

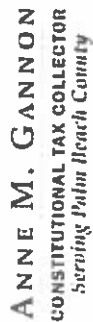
DEVLAND SITE INC
DEVLAND SITE INC
11240 BRANDYWINE LAKE WAY
BOYNTON BEACH, FL 33473



STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200915290
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbclax.com Tel: (561) 355-2264

"LOCATED AT"
1302 WINGFIELD ST
LAKE WORTH, FL 33460

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	DEVEAUX CARL	RU11086899	817-329276 - 12/23/16	\$49.60	B40135079

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

DEVLAND SITE INC
DEVLAND SITE INC
11240 BRANDYWINE LAKE WAY
BOYNTON BEACH, FL 33473

LBTR Number: 200915291
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



THE VILLAGE OF
NORTH PALM BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT
501 US HWY 1 • NORTH PALM BEACH, FLORIDA 33408-4799
PHONE (561) 841-3369 • FAX (561) 848-3344
chuff@village-npb.org

October 3, 2012

Carl Deveaux
Devland Site Development
1302 Wingfield Street
Lake Worth, FL 33460

Dear Mr. Deveaux,

Please accept this letter as a testimonial to the work performed by Devland Site Development in the demolition of the Anchorage Park Wastewater Treatment Facility.

Your staff resolved unforeseen problems in a prompt and courteous manner. Changes due to discrepancies in plans and specifications were handled quickly and efficiently.

You were responsible for the demolition removal and disposal of all erected buildings, inclusive of disposing of sludge material, as well as any and all underground structures. While there were more underground structures than originally proposed, your company removed these structures at no additional costs to the Village that would have further delayed this portion of the project and allowed this project to come in at our budgeted number.

Thank you for the work you performed.

Sincerely,

Chuck Huff
Community Development Director

DELRAY BEACH



1997
2001

December 16, 2014

To Whom It May Concern:

The City of Delray Beach Water Treatment Plant has had experience with Devland Site, Inc. for sludge removal and disposal since April of 2007.

Devland has provided the City with excellent service. For the most part, all sludge produced has been removed according to schedule. There haven't been any issues with Devland's personnel, trucks or heavy equipment. Due to liability considerations, Devland's owner Carl Deveaux, has consistently determined when the piled sludge is dry enough for hauling.

The Water Treatment Plant has an exceptionally good working relationship with Devland's management and office staff.

I would highly recommend Devland Site, Inc. for sludge removal and disposal.

Sincerely,

John M. Bullard
John M. Bullard
WTP Manager
City of Delray Beach
561-243-7319



WEST PALM BEACH HOUSING AUTHORITY

1715 DIVISION AVENUE • WEST PALM BEACH, FL 33407-6289 • (561) 655-8530 • FAX: (561) 832-8962

May 8, 2012

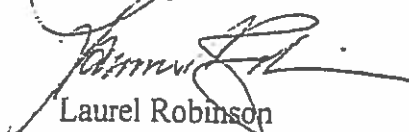
Robert Trickler, Director of Capital Projects
Palm Beach County Housing Authority
3432 45th Street
West Palm Beach, FL 33407

Dear Mr. Trickler:

I am very happy to recommend Devland Site, Inc. as a contractor for demolition. The West Palm Beach Housing Authority has used Devland Site on a 13 building demolition project at Dunbar Village and we were very pleased with the job. They finished on time and within budget. Their expertise is extensive, and no problem will remain unsolved should any be encountered.

Please do not hesitate to contact me directly if further information is wanted or required.

Sincerely,



Laurel Robinson
Executive Director



City of South Bay
335 SW 2nd Ave
South Bay, FL 33493
(561)996-6751
(561)996-7950 Fax
www.southbaycity.com

Business Tax Receipt OCCUPATIONAL LICENSE APPLICATION

Owner's Name:	Carl Devenoux		
Nature of Business:	Demolition		
Business Name:	Dev-Land Demolition + Site, Inc.		
Mailing Address:	11240 Brandingwine Lake Way		
City, State, Zip:	Brynton Beach FL 33423		
Business Address:	1302 Wingfield Street		
City, State, Zip:	Lake Worth FL 33460		
Business Phone:	561-585-6370	Business Fax:	561-732-0106
FEIN/SSN #:	45-4298206	Driver Lic.#	D120-120-54-092-0
Date of Birth:	3-12-54	State Lic.#	N/A

****A copy of Fictitious Name registration must be submitted along with the application. State Law****

I do solemnly swear that the above statement is true and accurate to the best of my knowledge.
SWORN TO ME THIS _____ DAY OF _____, 20 ____.
NOTARY PUBLIC _____

Signature of Applicant: _____

Date: _____

City Building and Zoning Approval

The above listed property is located within a _____ zone which allows the operation of the above business.

Building Official's Signature: _____

Date: _____

Palm Beach County Fire Department Approval

The facility complies with the minimum requirements of the Standard Fire Code.

Fire Official's Signature: _____

Date: _____

Approved by Business Tax Specialist: _____

Issued by City Clerk: _____

Occupational License No. : _____

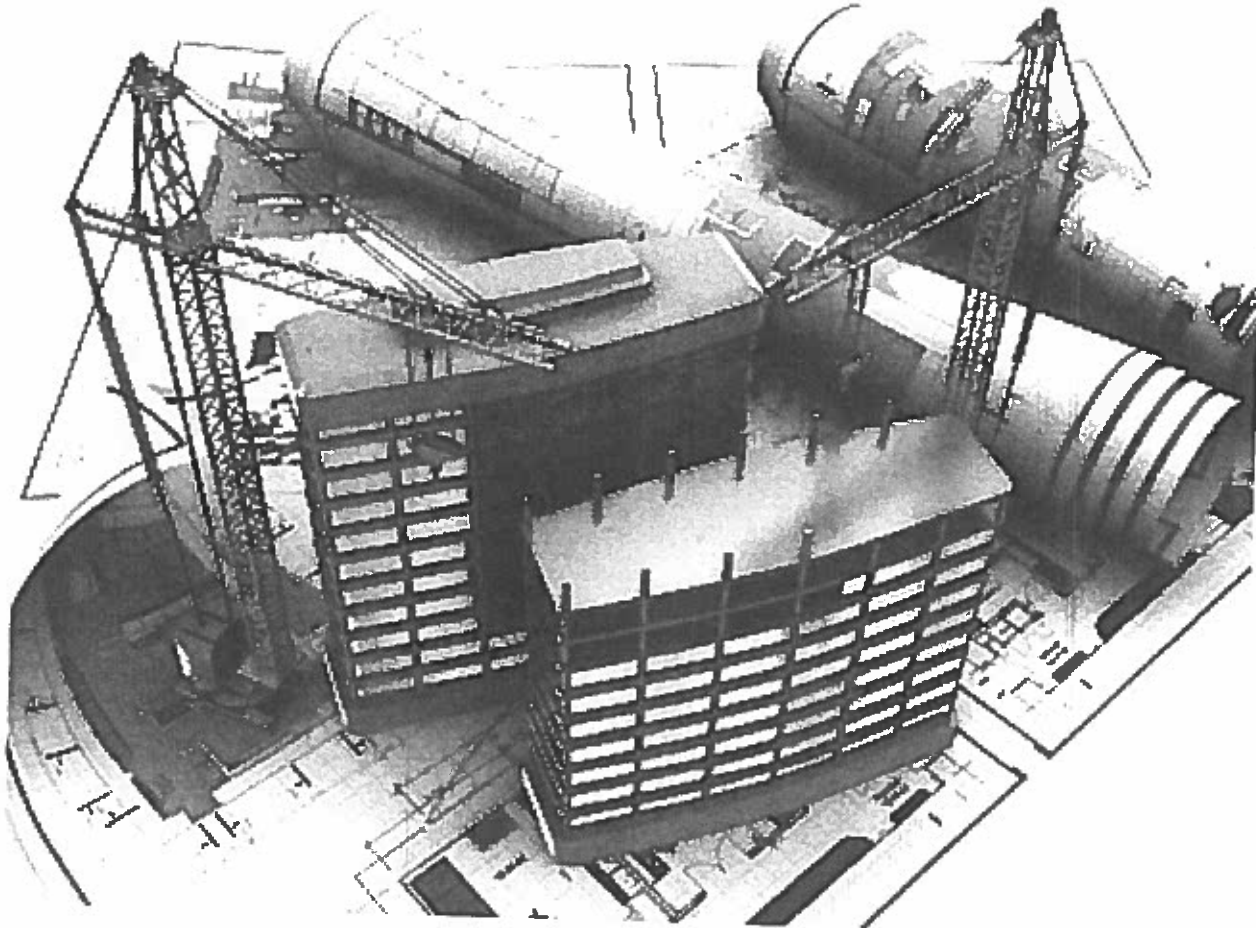
Date Issued: _____



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214
Website: 2-SBW.com Email: 2-SBW@2-SBW.com

**City of South Bay
RFP # 2017 – 03
Building Demolition Services**



**Jessica Figueroa – City Clerk
Office of the City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
sbcityclerk@southbaycity.com**

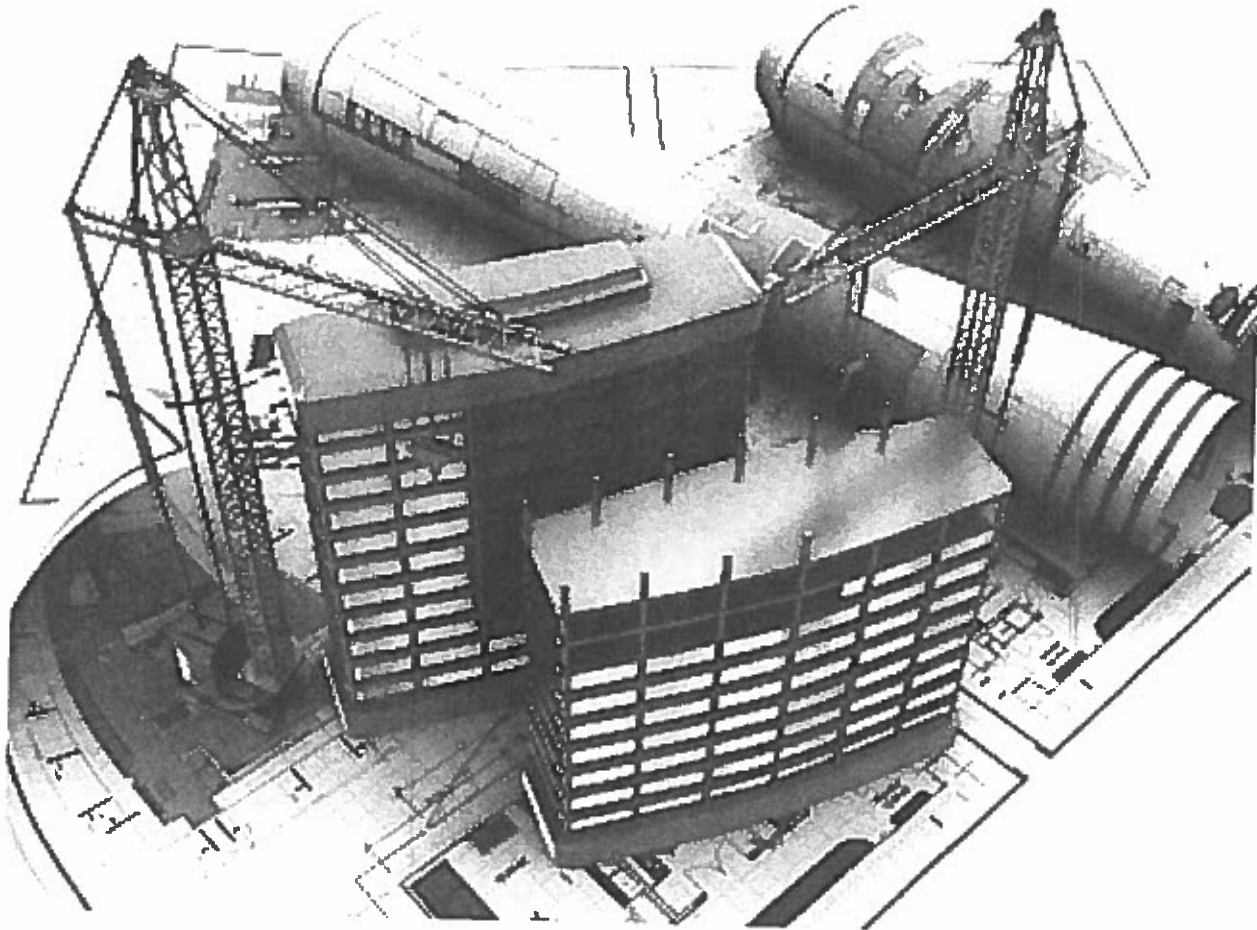
Licensed, Bonded & Insured General Contractors
CGC-1517064 / CBC-054512



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214

QUALIFICATIONS & EXPERIENCE



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
CGC-1517064 / CBC-054512



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214
Website: 2-SBW.com Email: 2-SBW@2-SBW.com

November 17, 2017

City of South Bay Selection Committee
c/o Jessica Figueroa – City Clerk
Office of the City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

Via Email: sbcityclerk@southbaycity.com

Re: "2" SBW & Associates, Inc. Introduction

Dear Selection Committee:

"2" SBW & Associates, Inc. is a privately owned Minority and Small Business Enterprise construction firm located in Western Palm Beach County, Florida. Our company has been in operation since 1999 and is comprised of licensed and insured General and Building Contractors. Our agency consists of professional, diverse, knowledgeable, efficient and highly qualified management staff with over thirty years of professional experience. We pride ourselves in providing our clientele with the highest level of quality service and professionalism as we strive to build for a better tomorrow.

"2" SBW & Associates, Inc. offers every trade in the construction industry and provides our clientele with the highest level of quality services. Our level of expertise includes, but is not limited to, commercial and residential design-build, renovations, cost estimating and analysis, construction site supervision, site planning, contract administration and construction and project management. We take pride in commitment to comply with all HUD, federal, state and local laws, regulations and building codes.

Licensed, Bonded & Insured General Contractors
CGC-1517064 / CBC-054512



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214
Website: 2-SBW.com Email: 2-SBW@2-SBW.com

In constructing our projects, we provide environment-friendly designs, energy efficiency and neighborhood compatibility. We complete all of our projects within budget and on time. We assure that all key project personnel have the appropriate licenses, registrations and certifications as required by project specifications.

"2"SBW & Associates is proud to be a fully compliant Section 3 qualified General Contractor. We are committed to making sure that 30% of the aggregate number of new hires is comprised of residents from the local community who will then re-invest in their own community to stimulate the local economy.

Our professionalism and dedication to our clientele are the qualities that truly validate us. It is not just about getting the job done right and on time, most importantly, it is also about making the entire process hassle free. "2" SBW & Associates is committed to developing great business relationships in the community, bridging gaps that will help us to better serve our clients' needs and ensuring opportunities for a better "2"morrow.

Thank you for allowing us to reintroduce our firm. It is our desire to be of assistance to the City of South Bay for its building demolition needs and we thank you in advance for your consideration of our firm for this project.

Sincerely,

Tavin L. Walker

Tavin L. Walker, President

Licensed, Bonded & Insured General Contractors
CGC-1517064 / CBC-054512



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214
Website: 2-SBW.com Email: 2-SBW@2-SBW.com

CAPABILITY STATEMENT

CORPORATE OVERVIEW

"2" SBW & Associates, Inc. has been in operation since 2004 and is headquartered in Belle Glade, Florida with field offices in Rivera Beach and Okeechobee, Florida. "2" SBW & Associates, Inc. has bonding capacity.

SERVICES

"2" SBW & Associates, Inc. is a privately owned General Contractor and Construction Management company located in Western Palm Beach County. "2" SBW & Associates Inc. is comprised of licensed, bonded, insured and experienced General and Building Contractors. The company encompasses a professional and experienced workforce with over thirty (30) years of professional experience.

"2" SBW & Associates, Inc. specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential, Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALITIES

Acoustical Ceilings, Carpentry, Painting, Interior Framing and Exterior Framing.

DUNS:

003207136

PRIMARY NAICS CODES:

236110, 236115, 236116, 236117, 236118, 236220

CLIENTELE

Bank of America
City of Labelle
City of West Palm Beach
Palm Beach County Dept. of Economic Sustainability
Haagen Dazs
Palm Beach County Housing Authority
Townstar /Subway

Bank of Belle Glade
City of South Bay
State of Florida Dept. of Children & Families
GEO Group, Inc.
Lutheran Services of Florida
Palm Beach County School Board

PAST PERFORMANCE

Amelia Gardens (Infrastructure)
HUD Housing
Palm Beach Outlets
South Bay Infill Housing
GEO Correctional Facility Metal Building

City of South Bay Commerce Center
Pahokee Housing Authority
Sellew Excel Charter School
South Bay Villas Rehabilitation Phase I
Rosenwald Elementary School

CERTIFICATIONS

State Certified General/Building Contractor
Certified Section 3
ICC Certified Building/Plumbing Inspector
City of West Palm Beach (SBE)
South Florida Water Management (SBE)

State of Florida Office of Supplier Diversity (M/WBE)
Broward County School District (M/WBE)
ICC Certified Mechanical Inspector/Planner
Palm Beach County (SBE)
Palm Beach County School District (M/WBE-SBE)

AFFILIATIONS

National Association of Minority Contractors
Associated General Contractors of America (Florida East Coast Chapter)

Building Trades Association

Licensed, Bonded & Insured General Contractors
CGC-1517064 / CBC-054512



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214

Website: 2-SBW.com

Email: 2-SBW@2-SBW.com

2 SBW GENERAL CONTRACTING & REMODERNIZATION & DEMOLITION PROJECTS



SERVICES

"2" SBW & Associates, Inc. specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential, Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALITIES

Acoustical Ceilings, Carpentry, Painting, Interior Framing and Exterior Framing

Licensed, Bonded & Insured General Contractors
CGC-1517064 / CBC-054512

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1517064

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2018

WALKER, JAVIN L
'2' SBW & ASSOCIATES INC
PO BOX 873
SOUTH BAY FL 33493

ISSUED: 08/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608240002954





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Website: 2-SBW.com

Email: 2-SBW@2-SBW.com

JAVIN L. WALKER

Primary Contact (561) 992-0306 Email: jlwalker@2-sbw.com

PRESIDENT / CEO

Performance-driven President/CEO and General Contractor with over 16 years of extensive construction management experience and proven leadership success. Solid strengths in operational excellence and performance enhancement through strategic business development initiatives and revenue optimization in variable markets. Core strengths in building high-performance teams, steering fiscal and operational process improvements while attracting and maintaining major clients and projects which generate multi-million dollar revenue streams. Specializing in execution and project management of residential, industrial, educational and commercial construction projects, change directives and architectural drawing reviews. Extensively skilled in public, private and municipality relations. Ability to effectively advance construction projects from concept to finished product on time and under budget. Experienced President / CEO and General Contractor committed to performance and project excellence.

AREAS OF EXPERTISE

- | | | |
|---|---------------------------------|---|
| ✦ Strategic Business Planning and Execution | ✦ Engineering Management | ✦ Plans and Specifications |
| ✦ Budget Development/ Cost Analysis | ✦ Contract Negotiations | ✦ Compliance |
| ✦ Resource Development & Allocation | ✦ Cost Estimates | ✦ LEED Compliance |
| ✦ Business Teaming Strategies | ✦ Materials Tracking | ✦ Construction documentation |
| ✦ Project Life Cycle Management | ✦ Procurement | ✦ Performance Measurement |
| ✦ Market Growth & Profitability Strategies | ✦ Quality Control | ✦ Client Focused |
| | ✦ Performance Reporting | ✦ Standard Operating Procedures Development |
| | ✦ Project Planning & Management | ✦ Visionary Leadership |
| | ✦ Risk Management | |

CAREER EXPERIENCE

S.B.W. & Associates, Inc.

2005 – Present

President / CEO

Belle Glade, FL

- Manages and oversees all aspects of company operations, maintenance, and administrative functions for commercial, educational, industrial, and residential projects.
- Enforces compliance of operations with personnel including administrative policies, procedures, safety rules, and government regulations.
- Reads specifications such as blueprints and data to determine construction requirements.
- Designs and prepares proposals for construction costs, estimates, and specifications.
- Develops new layouts, construction plans and contract documents for projects and scattered sites.
- Coordinates retail designers, architects, and consultants for the creation and maintenance of prototypical construction and design.
- Serves as the company legislative and regulatory liaison.

JAVIN L. WALKER, CAREER EXPERIENCE CONTINUED

Y2J Sports & Marketing

2002 – 2004

Tampa, FL

President

- Oversaw the overall operations of the company.
- Directed organizations financial and budget activities to fund overall operations, maximized investment opportunities and increase company efficiency.
- Tracked and reported on company financial portfolio annually.
- Prepared company reports and budgets.
- Communicated with project managers and other senior managers to ensure accurate resources.
- Maintained excellent personal and team relations with senior management.
- Managed complex business deals and appearances for top sports clients.
- Secured sponsorship deals and collaborated with team to drive sustained growth and business development.
- Oversaw social media strategies to maximize branding opportunities.

Professional Management, Inc.

1998 – 2001

Columbia, SC

Player Development

- Contacted collegiate representatives to arrange and schedule on-campus interviews with students.
- Reached out to civic, social and other groups to provide information concerning job possibilities and career opportunities.
- Projected yearly recruitment expenditures for budgetary consideration and control.
- Created engaging and effective marketing materials to increase consumer buy-in.
- Met with and signed leading sports talent.
- Garnered positive publicity for clients and sponsors.
- Cultivated beneficial industry relationships.
- Liaised with media contacts to secure positive coverage.
- Tracked agent expenses, reconciled variance, and ordered supplies.

EDUCATION

University of South Florida

1994

Tampa, FL

Associates of Arts Degree – Minor Business Administration

MEMBERSHIPS AND AFFILIATIONS

- Palm Beach County Workforce Alliance, Board Member
- Ambassador of National Association of Minority Contractors, South Florida Chapter
- National Association of Minority Contractors, South Florida Chapter – Member
- Concerned Citizens of South Bay Florida, Inc., President
- Building Trade Association, Member
- Leadership Glades, Member
- Kravis Center of the Palm Beaches, Annual Member
- Glades Initiatives, Board Member
- Black Village Voice – Board Member



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JAVIN L. WALKER, PROJECT REFERENCES

REFERENCE	SIZE	FUNCTION	SCOPE
Rosenwald Elementary School South Bay, Florida	61,000 SF	Contractor	Modernization
R&B Properties Belle Glade, Florida	50,000 SF	Contractor	Renovations
Scattered Sites In-Field Housing South Bay, FL	44,800 SF	Contractor	New Construction
Abidjan Estates Belle Glade, Florida	36,500 SF	Contractor	New Construction
Belmonte Inn Fort Lauderdale, Florida	20,000 SF	Project Management	Renovations
My Safe Florida State of Florida	800 Homes	Project Management	Wind Mitigation
Hurricane Wilma Palm Beach County, Florida	500 Homes	Project Management	Disaster Relief/Remediation
Hurricane Katrina Palm Beach County, Florida	350 Homes	Project Management	Disaster Relief/Remediation

Additional References Are Available Upon Request



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Website: 2-SBW.com

Email: 2-SBW@2-SBW.com

KENNETH THROOP

Primary Contact (561) 992-0306 Email: krthroop@2-sbw.com

VICE -PRESIDENT

Performance-driven Vice-President and Building Contractor with over 39 years of proven construction and leadership success and extensive construction management experience. Solid strengths in execution and management of multimillion dollar residential, educational and commercial construction projects. Specializes in project management, estimating, inspections, appraising, budgeting, bidding, change directives and architectural drawing reviews. Ability to effectively advance construction projects from concept to finished product on time and under budget. Experienced Vice-President and Building Contractor committed to performance and project excellence.

AREAS OF EXPERTISE

- | | | |
|---------------------|-------------------------|----------------------------|
| ✦ Bidding | ✦ Quality Control | ✦ Plans and Specifications |
| ✦ Job Cost Analysis | ✦ Project Management | ✦ Compliance |
| ✦ Cost Estimating | ✦ Project Planning | ✦ LEED Compliance |
| ✦ Appraising | ✦ Performance Reporting | ✦ Construction |
| ✦ Negotiations | ✦ Materials Tracking | ✦ documentation |

CAREER EXPERIENCE

S.B.W. & Associates, Inc.

2003 – Present

Belle Glade, FL

Vice-President, Site Superintendent

- Conducts estimations and job cost analysis for project negotiations and bid submittals.
- Reads specifications such as blueprints and data to determine construction requirements.
- Designs and prepares bid proposals providing construction costs, estimates, and specifications.
- Develops new layouts, construction plans and contract documents for all projects.
- Coordinates designers, architects, and consultants for the creation and maintenance of prototypical construction and design.
- Assists in the managing and overseeing of all aspects of company operations, maintenance, and administrative functions for commercial, industrial, and residential properties.
- Assists in enforcing compliance of operations with personnel including administrative policies, procedures, safety rules, and government regulations.

Fast Trac Services

2002 – 2004

Okeechobee, FL

Owner/CEO

- Oversaw the overall financial and operating components of the company.
- Developed strategic business development and marketing strategies.
- Provided consulting services to serve client's needs.
- Facilitated all inspections, appraisals and contracting.
- Directed, coordinated and scheduled staff activities.

KENNETH R. THROOP, CAREER EXPERIENCE CONTINUED

City of Belle Glade

1994 – 2002

Belle Glade, FL

*Administrator of Planning and Building/
Building Official*

- Performed complex commercial and residential building inspections to ensure compliance with city codes and regulations
- Investigated violations and complaints and recommended alternatives to supervisor.
- Issued permits and certificates of occupancy.
- Scheduled and coordinated routes and re-inspections.
- Investigated complaints and variance issues.

Acree and Throop Construction

1994 – 2002

Belle Glade, FL

Owner/Contractor

- Oversaw financial and operational components of the business.
- Developed and implemented contractor and sub-contractor agreements.
- Managed sub-contractors and negotiated salaries and retention.
- Negotiated construction contracts and managed construction material supply acquisition.
- Coordinated and managed project schedules for various scopes of work.
- Consistently achieved on-time project completion through effective planning and organization.
- Devised and executed marketing design and tactics to fit demographical regions.

Acree Construction

1976 – 1990

Belle Glade, FL

Supervisor/Carpenter

- Responsible for costing, estimating and planning projects.
- Scheduled trades, managed sub-contractors and completed quality control for project completion.
- Managed construction budget.
- Managed complex projects from start to finish.
- Planned, managed and delivered multiple projects.
- Maintained key client relationships.

EDUCATION

Continuing Education Training

University of South Florida

LeTourneau College

Christian Day School

Online

Tampa, FL

Longview, TX

Belle Glade, FL

1989-2010

1975

1974-1975

1970-1974

CERTIFICATIONS

- | | |
|---------------------------------------|--|
| • State Certified Building Contractor | ICC Certified Building/ Mechanical Inspector |
| • ICC Certified Plumbing Inspector | ICC Certified Mechanical Plan Reviewer |



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Website: 2-SBW.com

Email: 2-SBW@2-SBW.com

KENNETH R. THROOP, MEMBERSHIPS AND AFFILIATIONS

- City of Belle Glade Code Enforcement Board
- City of Belle Glade Appraisal Board
- Florida Association of Code Enforcement
- International Code Council

PROJECT REFERENCES

REFERENCE	SIZE	FUNCTION	SCOPE
Pahokee Builders Pahokee, Florida	100,000 SF	Contractor	New Construction
Rosenwald Elementary School South Bay, Florida	61,000 SF	Supervisor	Modernization
R&B Properties Belle Glade, Florida	50,000 SF	Project Manager	Renovations
Acree Investments Belle Glade, Florida	35,000 SF	Contractor	New Construction
Houston Investments Belle Glade, Florida	26,400 SF	Contractor	Renovations
Wafh Cooperation KFC Restaurants	18,000 SF	Contractor	New Construction
John White Commercial Retail Plaza	15,000 SF	Contractor	New Construction
South Bay Villas Rehabilitation Phase I	13,000 SF	Project Manager	Renovations
Amelia Estates	8 Acres	Contractor	Infrastructure



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Email: 2-SBW@2-SBW.com

KEVIN W. THROOP

Primary Contact (561) 992-0306 Email: kwthroop@2-sbw.com

PROJECT SITE SUPERINTENDENT

Offering more than 18 years of experience in residential and commercial construction with more than 7 years as a general contracting construction site supervisor. Proficient in directing, scheduling and supervising subcontractors, training and supervising field construction staff, implementing and maintaining safety and quality control as well as project plan reporting, scheduling and management.

AREAS OF EXPERTISE AND CORE STRENGTHS

- | | |
|--|-----------------------------------|
| ✦ Analyzing and Assessing Blueprints | ✦ Permit and Code Knowledge |
| ✦ Budget Management | ✦ Rough Carpentry |
| ✦ Project Management | ✦ Estimating |
| ✦ Scheduling and Coordinating Subcontractors | ✦ Demolition |
| ✦ Quality Assurance and Control | ✦ Rehabilitation |
| ✦ Time Management | ✦ Fleet and Equipment Maintenance |

CAREER HISTORY

2" SBW & Associates, Inc.

2008-Present

Belle Glade, Florida

Site Superintendent/Supervisor/Forman

- ✦ Serves as supervisor and manager of all activities of "2" SBW & Associates, Inc.'s construction projects sites for all field construction staff, carpenters, electricians, plumbers and concrete finishers.
- ✦ Hires and supervises subcontractors as needed, schedules inspections, and works effectively within strict budgets to maximize productivity and efficiency.
- ✦ Ensures compliance with local building codes, permit requirements and safety regulations.

Fast Trac Services

2003-2008

Okeechobee, Florida

Owner

- ✦ Directed, coordinated and scheduled staff activities.
- ✦ Conferred with staff and workers to ensure production and personnel problems were promptly and properly resolved.
- ✦ Examined and inspected work progress, equipment and construction sites to ensure that safety and specifications standards were met.
- ✦ Read blueprints, plans and specifications to determine construction requirements.
- ✦ Specialized in residential and commercial construction, carpentry, flooring, cabinetry and estimating.

KEVIN W. THROOP, CAREER EXPERIENCE CONTINUED

Town Center Apartments Construction Maintenance

1997-2002
Okeechobee, Florida

- ✚ Planned, organized, and directed activities concerned with construction and maintenance of structures, facilities, and systems.
- ✚ Provided general repairs, carpentry, flooring, painting, and cabinetry repair and maintenance services.
- ✚ Scheduled and dispatched workers to site pertaining to specified tasks.
- ✚ Inspected and reviewed work quality of repair projects to ensure that work conformed to requested specifications.
- ✚ Formulated reports concerning such areas of work progress, costs, budget and scheduling.
- ✚ Ensured compliance with local building codes, permit safety regulations and requirements.

EDUCATION

1997-1999	Okeechobee High School	Okeechobee, Florida
1997-2000	Christian Day School	Belle Glade, Florida

EXPERIENCE AND REFERENCE

REFERENCE	SIZE	FUNCTION	SCOPE
Sellew Excel Charter School Belle Glade, Florida	15,000 SF	Project Manager	Renovations
South Bay Villas Rehabilitation Phase I South Bay, Florida	18,000 SF	Project Manager	Renovations
Haagen Dazs West Palm Beach, FL	1,200 SF	Project Manager	New Construction
GEO Correctional Facility South Bay, FL	1,200 SF	Project Manager	Metal Building
Department of Corrections Belle Glade, FL	1,000 SF	Project Manager	Renovations

KATISHA MCKELVIN

Primary Contact (561) 992-0306 Email: klmckelvin@2-sbw.com

EXPERIENCE SUMMARY

Offering more than 16 years of experience in client relations, account management, marketing, data collection, analysis and compliance reporting, with specialties in management, legal assisting, insurance underwriting, grant writing, administration, customer service, support services and sales. Proficient in project management, risk management, system management, and compliance reporting.

AREAS OF EXPERTISE AND CORE STRENGTHS

- | | | |
|------------------------|-----------------------------|------------------------------|
| ✦ Executive Management | ✦ Event / Travel Management | ✦ Compliance/Risk Management |
| ✦ Case Management | ✦ Grant Writing | ✦ Examination/Investigation |
| ✦ Contract Management | ✦ Graphic / Web Design | Analysis |
| ✦ Project Management | ✦ Insurance Underwriting | ✦ Claims Processing |
| ✦ Budget Management | ✦ Occupancy Management | ✦ Data Collection/Analysis |
| ✦ Call Center Support | ✦ Customer Service | ✦ Sales |

CAREER HISTORY

"2" SBW & Associates, Inc.

2012-Present
Belle Glade, Florida

Executive Coordinator

- ✦ Serves as coordinator and assistant to executive management team.
- ✦ Composes all correspondence, AIA documents, construction schedules, bid proposals, purchase orders, request for bids, budgets, release of liens, warranties and document templates.
- ✦ Responds to bid requests, addendums, RFP's, RFQ's and RFI's.
- ✦ Assists in project commencement and close-outs.
- ✦ Prepares certification and re-certification documentation, invoices, AIA payment applications and expense reports.
- ✦ Coordinates business development initiatives, special projects, public relations and marketing events.
- ✦ Responsible for web development, social media presence and community involvement.
- ✦ Prepares PowerPoints, marketing materials and documents for meeting and events.
- ✦ Attends commission and community meetings and events as company representative.
- ✦ Represents agency's best interests for clients, sub-contractors, architects, suppliers, attorneys and staff.

We Help Community Development Corp.

2012-2016
Belle Glade, Florida

Program Manager

- ✦ Developed, administered and managed Housing Counseling Agency providing pre and post purchase housing counseling, financial literacy counseling, mortgage foreclosure prevention and displacement counseling.
- ✦ Administered and coordinated all aspects of program and contracts to assure that all relevant programmatic goals and objectives are accomplished.
- ✦ Hired, trained and evaluated staff and established effective working relationships and lines of communication with program staff, executive management, clients and Board of Directors.
- ✦ Completed annual performance goals and reviews, including interim and annual reviews in a timely manner.
- ✦ Monitored and evaluated program components and accuracy to ensure contract compliance, program objectives and outcomes are achieved and that program paperwork and client files are compliant with all relevant rules, regulations and guidelines.

KATISHA MCKELVIN, CAREER HISTORY CONTINUED

The Paige Law Firm, P.A.

2008-2014
Belle Glade, Florida

Office Manager / Legal Assistant

- Composed all legal correspondence, contracts, legal briefs, wills, affidavits, subpoenas, pleadings, depositions, appeals, and various court filings under the direct supervision of the lead attorney.
- Provided legal case management, data management, data collection and analysis.
- Assisted with case investigations, case research and legal research.
- Analyzed and summarized records and documents for assessment.
- Responsible for e-filing legal documents into the portal.
- Conducted operating transactions including purchasing of software, equipment and supplies.
- Conducted client account management, filing and bookkeeping.

State of Florida

2006-2008
Tallahassee, Florida

Department of Insurance Regulations

Insurance Analyst II

- Investigated and analyzed business practices, trends, potential compliance and regulatory issues.
- Conducted investigations, examinations, market analysis and data and financial data analysis.
- Made recommendations and reports for Chief of Staff.
- Provided guidance on accessibility to resources for insurance companies.

United Services Automobile Association

2003-2006
Tampa, Florida

Member Service Specialist

- Provided account services to standard and elite clients in a call center environment.
- Educated clients on company products and facilitated in the sale of those products.
- Performed account reviews to determine additional client needs and used my sales experience to up sell and cross sell product to clients to maximize lines of business for the company.
- Performed underwriting analysis.
- Facilitated in policy contract comprehension.
- Specialized in property and geographical risk management.
- Conducted comparative research analysis's regarding risk factors and claims history.

EDUCATION

Edison State College Fort Myers, Florida

Major: Paralegal Studies/ General Studies

U.S. Department of Housing & Urban Development

FHA Loss Mitigation

National Community Reinvestment Coalition Dodd Frank

National Council of La Raza Housing Counseling Program Management

Neighborworks America Homeownership Counseling Program Management

LICENSES/CERTIFICATIONS

Florida Public Notary

Credit Counselor

Certified Housing Counseling Program Manager

HUD Approved Housing Counselor

BOARDS/AFFILIATIONS

Professional Administrative Solutions Support, President

Solur Terra, Vice-President

Concerned Citizens of South Bay Florida, Vice-President

"2" SBW & ASSOCIATES, INC. - PROJECT PERFORMANCE PORTFOLIO

CLIENT	PROJECT NAME	PROJECT TYPE	BUDGET PERFORMANCE	SCHEDULING PERFORMANCE
City of South Bay	Commerce Center	Renovations	Within Budget	Ahead of Schedule
Hassam Afghani	Residential	New Construction	Within Budget	Ahead of Schedule
Houston Realty	Amelia Gardens	Infrastructure	Within Budget	Ahead of Schedule
Dept. of Children & Family Services	Remodel	Interior Remodel/ Acoustical Ceilings	Within Budget	Ahead of Schedule
Dept. of Juvenile Justice	Interior Remodel	Interior Remodel	Within Budget	Ahead of Schedule
Dept. of Juvenile Justice	Remodel	Bathroom Remodel	Within Budget	Ahead of Schedule
Dollar General / Concept Construction	South Bay Dollar General	Interior Buildout	Within Budget	Ahead of Schedule
Dollar General / Concept Construction	Pahokee Dollar General	Interior Buildout	Within Budget	Ahead of Schedule
Lutheran Services of Florida	Sellew Excel Charter School	Renovations	Within Budget	Ahead of Schedule
Pahokee Housing Authority	Burn Unit Rehabilitation	Rehabilitation	Within Budget	Ahead of Schedule
Palm Beach County Housing Authority	South Bay Villas Rehabilitation Phase I	Rehabilitation	Within Budget	Ahead of Schedule
Palm Beach County School District	Rosenwald Elementary School	Modernization	Within Budget	On Time
Palm Beach Outlets	Haagen Dazs	Interior Build Out	Within Budget	Ahead of Schedule
Sellew Excel Charter School	Acoustical Ceilings	Renovations	Within Budget	Ahead of Schedule
Townstar	Subway	New Construction	Within Budget	Ahead of Schedule
We Help CDC	Abidjan Estates	New Construction	Within Budget	Ahead of Schedule
We Help CDC	HUD Housing	New Construction	Within Budget	Ahead of Schedule
We Help CDC	South Bay Infill Housing	New Construction	Within Budget	Ahead of Schedule

"2" SBW & ASSOCIATES, INC. - CURRENT/PROJECTED PROJECTS

PROJECT	PROJECT TYPE	CURRENT	PROJECTED
Amelia Gardens	Housing Development Construction	x	
Ballpark of the Palm Beaches	Batting Tunnels	x	
Ballpark of the Palm Beaches	Observation Towers	x	
South Florida Water Management District	WORC Project	x	
South Bay Villas Rehabilitation - Phase II	Rehabilitation		x

**Office of
Small Business Assistance**

50 South Military Trail, Suite 202

West Palm Beach, FL 33415

(561) 616-6840

Fax (561) 616-6850

www.pbcgov.com/osba

**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

July 8, 2014

Jarvin L. Walker
"2" SBW & Associates, Inc.
PO Box 1786
Belle Glade, FL 33430

Dear Mr. Walker:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for recertification and is pleased to announce that your firm has been recertified for **90903 Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.; 91831 Construction Consulting and 95826 Construction Management Services** as a Small/Minority Business Enterprise (S/MBE) for three (3) years, expiring **July 6, 2017**. You will not receive SBE consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of: **"2" SBW & Associates, Inc.** with vendor code: **VC0000134113**.

Sincerely,


Tanoy Williams
Small Business Development Specialist II
Office of Small Business Assistance

Palm Beach County Office of Small Business Assistance

Certifies That

"2" SBW & Associates, Inc.

Vendor # VC0000134113

*is a Small /Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from July 7, 2014 to July 6, 2017*

The following Services and/or Products are covered under this certification:

**Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
Construction Consulting
Construction Management Services**

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulene Burdick, Vice Mayor
Hil R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Tonya Davis Johnson
Tonya Davis Johnson, Director

07/07/2014



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Email: 2-SBW@2-SBW.com



July 14, 2015

Javin L. Walker
"2" SBW & Associates, Inc.
141 Dabou Loop
Belle Glade, FL 33430

Dear Mr. Walker:


The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for modification and is pleased to announce that your firm has been modified with the additional services of: **91015 - Door Installation, Maintenance and Repair; 91080 - Window Installation, Maintenance and Repair; 9105435- Painting Services; 91480 - Stucco; 91075 - Wall and Ceiling Repair and Replacement (Including Drywalling)** as a Small, Minority Business Enterprise (S/MBE) for three (3) years, **expiring July 6, 2017, 2013**. You will not receive SBE consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of "2" SBW & Associates, Inc. with vendor code: VC0000134113.

Sincerely,


Allen Gray, Manager

Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

Palm Beach County
Board of County
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Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valente

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

 printed on recycled paper

AMENDED CERTIFICATE
Palm Beach County
Office of Small Business Assistance


Certifies That

"2" SBW & Associates, Inc.
Vendor # VC0000134113

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from July 7, 2014 to July 6, 2017

The following Services and/or Products are covered under this certification:

Door Installation, Maintenance and Repair
Window Installation, Maintenance and Repair
Wall and Ceiling Repair and Replacement (Including Drywalling)
Painting Services
Stucco


Allen F. Gray, Manager

07/14/2015



Palm Beach County Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulene Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor
County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker



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Website: 2-SBW.com

Email: 2-SBW@2-SBW.com



July 13, 2015

Javin L. Walker
"2" SBW & Associates, Inc.
141 Dabou Loop
Belle Glade, FL 33430

Dear Mr. Walker:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for modification and is pleased to announce that your firm has been modified with the additional services of: **91015 - Door Installation, Maintenance and Repair; 91080 - Window Installation, Maintenance and Repair; 9105435- Painting Services; 91480 - Stucco** as a Small, Minority Business Enterprise (S/MBE) for three (3) years, expiring July 6, 2017, 2013. You will not receive SBE consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of "2" SBW & Associates, Inc. with vendor code: VC0000134113.

Sincerely,


Allen Gray, Manager

Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

Palm Beach County
Board of County
Commissioners

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

An Equal Opportunity
Affirmative Action Employer



printed on recycled paper

AMENDED CERTIFICATE
Palm Beach County
Office of Small Business Assistance

Certifies That
“2” SBW & Associates, Inc.
Vendor # VC00000134113

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from July 7, 2014 to July 6, 2017

The following Services and/or Products are covered under this certification:

Door Installation, Maintenance and Repair
Window Installation, Maintenance and Repair
Painting Services
Stucco



Palm Beach County Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor
County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

07/13/2015

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES**CONGRATULATIONS!**M/WBE (Minority/Woman) Business Enterprise**"2" S.B.W. & ASSOCIATES INC.**as an *African American Male Enterprise*, in the (M/WBE) Program


This certificate is valid

March 10, 2017—March 10, 2020

The following are the areas that your firm has been certified:

General Contractor Services; General Contracting Services; Construction Consulting; EManagement Services; Construction Management Services; Administration of ContractQuality Control; Project Closeout; Scheduling & Cost Estimation Services

Certification is not a guarantee that your firm will receive work. Please register your company with www.demandista.com to receive notification of upcoming opportunities. Any change to your certification requires you to submit proof of licensure and a business history (at minimum) to justify the additional certification. You are also required to submit a copy of your certificate with each bid or proposal that you submit to the School District. You must notify this office if the status of your firm changes. Failure to report changes that affect the ownership or control of your firm may result in decertification.

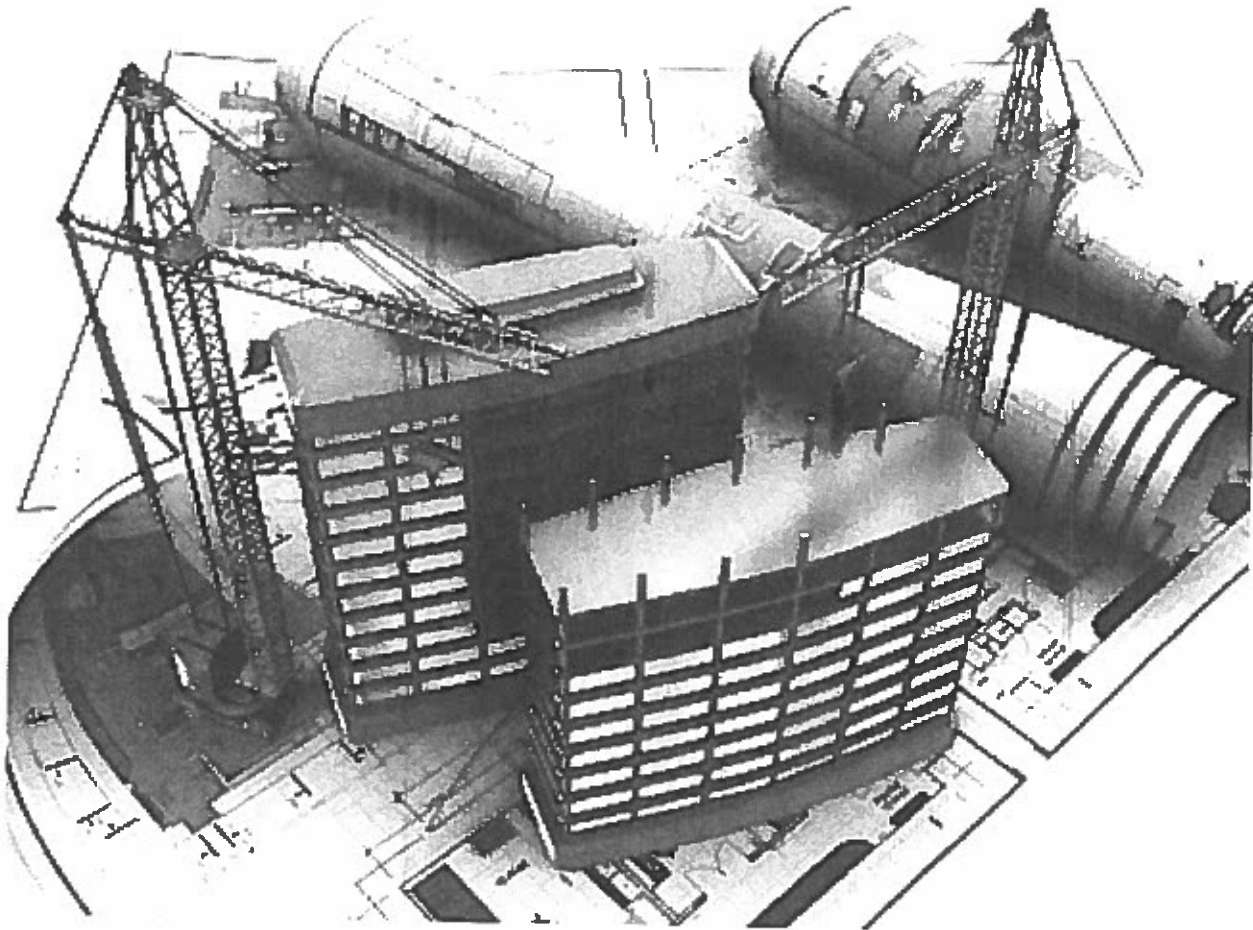

Heidi Galloway
Analyst Business Compliance
Michelle Andrewin—Director



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 993-2214

DEMOLITION PROJECT APPROACH



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
CGC-1517064 / CBC-054512



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DEMOLITION PROJECT APPROACH

"2" SBW & Associates, Inc. will use a self-performance approach for this demolition project.

"2" SBW & Associates, Inc. will approach the demolition of this project as follows:

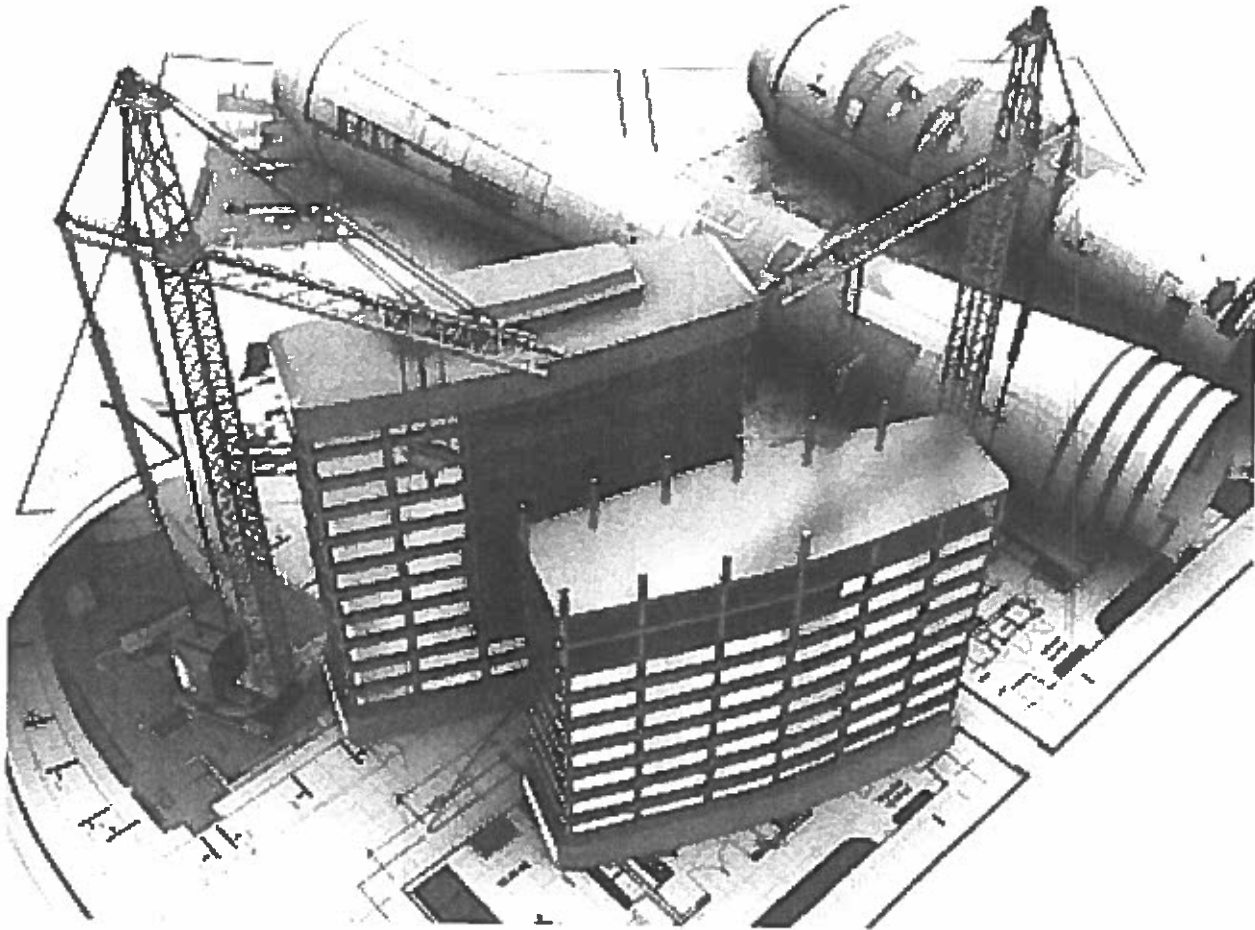
1. Accomplishment of the demolition of the subject building will be achieved by commencing the demolition from the south wall primarily due to the way in which the subject building is leaning.
2. Demolition of the subject building will be strategically conducted from the top of the subject building to minimize any risk to other surrounding structures.
3. The subject building will be demolished with an excavator utilizing a thumb attachment to remove the walls in smaller pieces at approach time. This method will be utilized with careful effort on the south wall specifically because the subject building hangs over the adjacent property a minimum of 12".
4. Due to the size of the lot and the subject building, the public street will need to be closed during daylight hours from 7:30 a.m. to 4:00 p.m. for two (2) days.
5. "2" SBW will operate expeditiously and within its designated construction schedule to complete the demolition of the subject building to minimize the disruption of existing business operations.



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DEMOLITION PROJECT CONSTRUCTION SCHEDULE



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
CGC-1517064 / CBC-054512



SBL...building for a better 2morrow

141 Dabou Loop
Belle Glade, FL 33430
Phone(561) 992-0306 Fax (561) 993-2214

City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
C/O City Clerk

DATE 11/14/2017
Construction Schedule: Bldg. Demo.

Prepared by: Javin L. Walker

Description: Construction Schedule for emergency demolition of building at
185 NW 10th Avenue, South Bay, Florida 33493

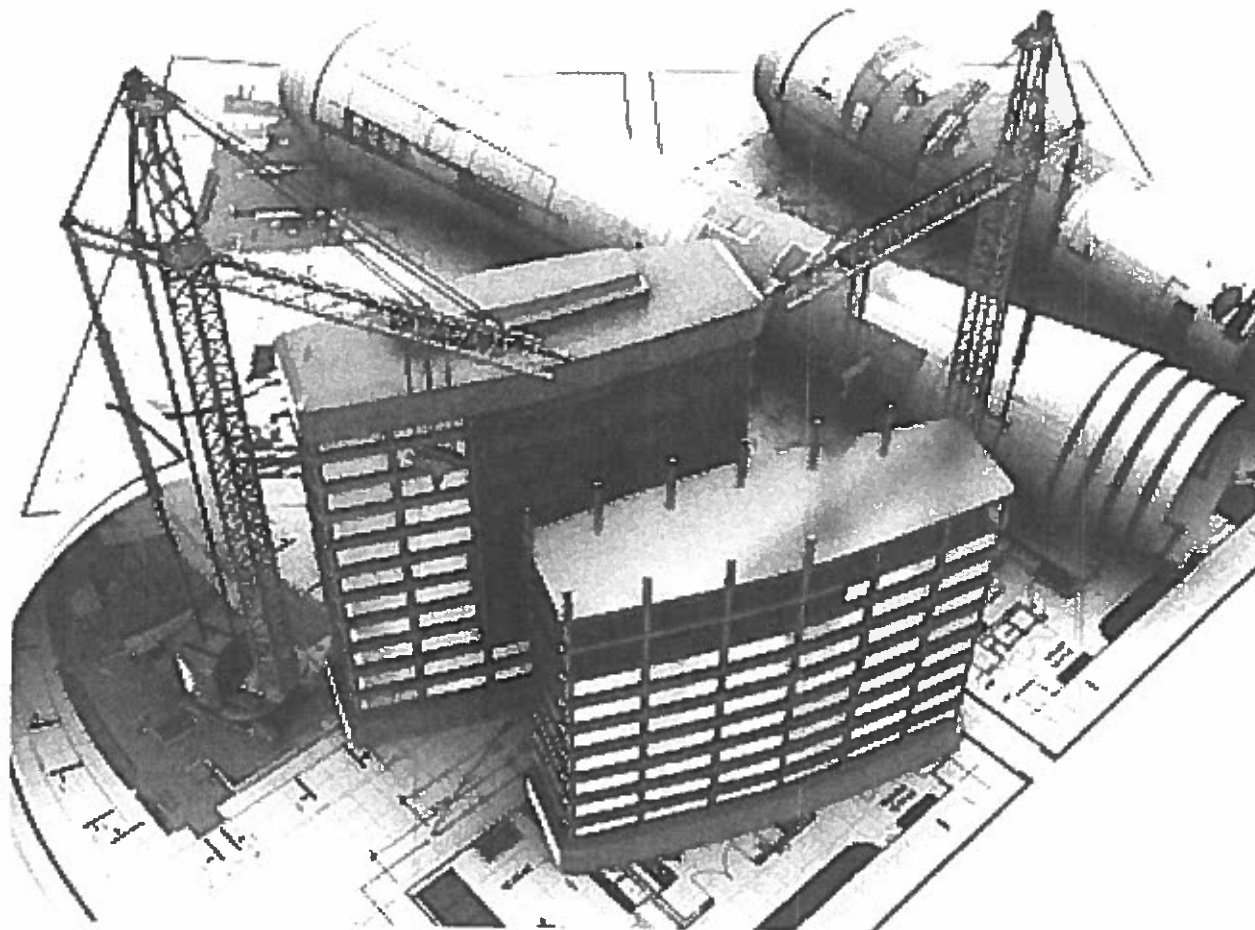
CONSTRUCTION SCHEDULE SCOPE OF WORK BREAKDOWN		DAYS
Mobilization		1 Day
Start Demolition		1 Day
Demolition		2 Days
Debris Removal Completion and Site Clean Up		1 Day
TOTAL DAYS		5 Days



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DEMOLITION PROJECT SAFETY



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
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DEMOLITION PROJECT SAFETY

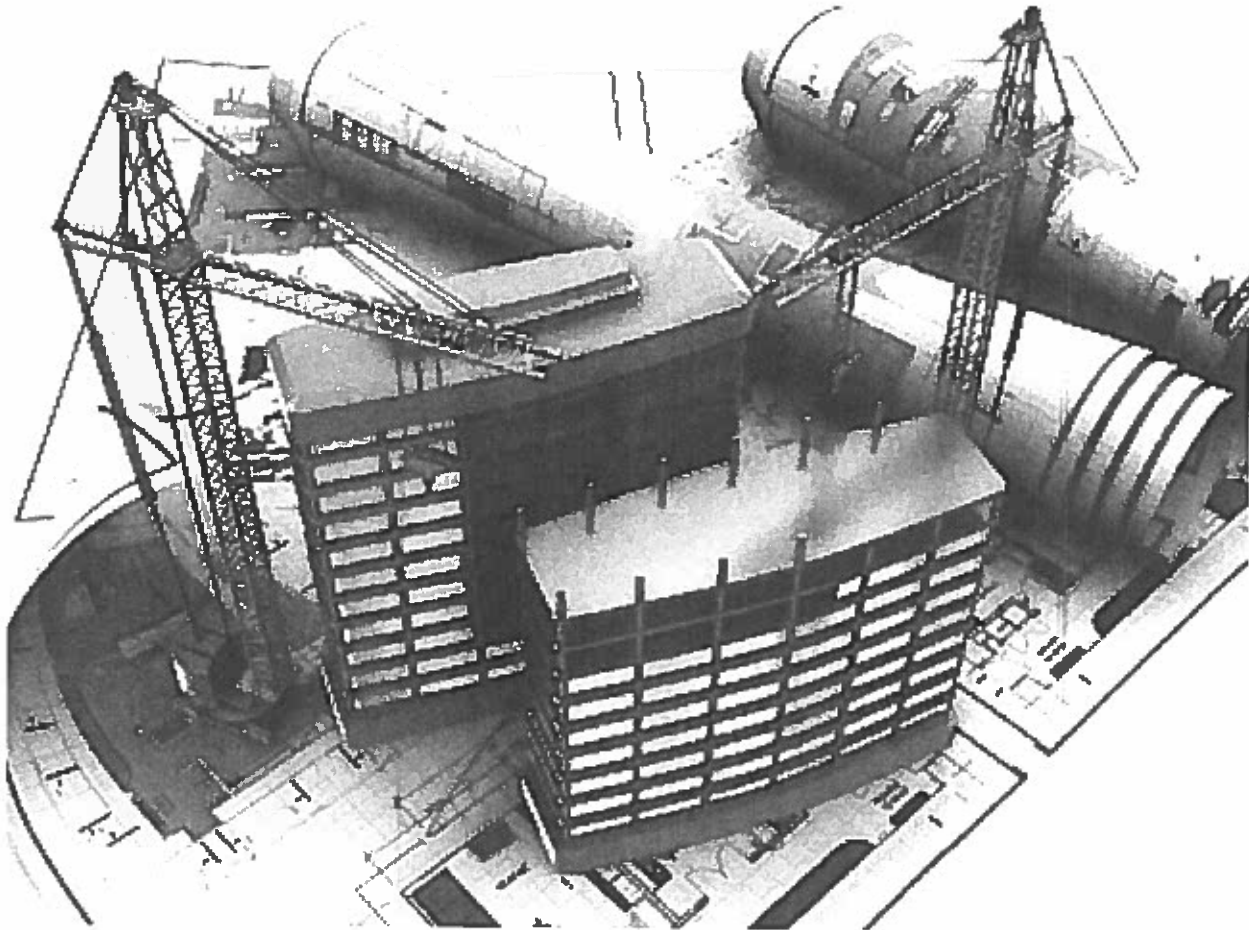
1. "2" SBW & Associates, Inc. has a 0.89% safety record rating.
2. "2" SBW's assessment is that the location of the adjacent building structures are far enough from the demolition work not to be in any jeopardy of damage.
3. "2" SBW & Associates, Inc. will notify adjacent property owners of the demolition dates and times.
4. Spotters will be utilized to assure that the area remains clear of vehicular and pedestrian traffic and in order to protect personnel, the public, structures and infrastructures.
5. Our safety plan includes installation of silk fencing around the subject property with signage and utilizing the proper measures to assure personnel, public, structures and infrastructure safety.
6. The safety plan that will be employed to protect adjacent structures are to demolish the subject building by commencing the demolition from the south wall primarily due to the way in which the subject building is leaning.
7. We will demolish the subject building strategically from the top of the subject building to minimize any risk to other surrounding structures.
8. The subject building will be demolished with an excavator utilizing a thumb attachment to remove the walls in smaller pieces at approach time. This method will be utilized with careful effort on the south wall specifically because the subject building hangs over the adjacent property a minimum of 12".
9. Will only operate during the designated operation hours of 7:30 a.m. to 4:00 p.m. to assure the safety of
10. "2" SBW will operate safely to protect all parties involved from harm during demolition operations.



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DEMOLITION PROJECT PROPOSAL



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
CGC-1517064 / CBC-054512



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141 Dabou Loop
Belle Glade, FL 33430
Phone(561) 992-0306 Fax (561) 993-2214

DATE: November 14, 2017
PROPOSAL: Emer. Demo. 185

City of South Bay
335 SW 2nd Avenue
South Bay FL. 33493
C/O City Clerk

Comments or Special Instructions:

This scope of work is for emergency demolition
located @ 185 NW 10th Avenue South Bay, FL 33493
(PCN# 58364414160020041)

SCOPE OF WORK	AMOUNT
Demolish the entire existing two (2) story apartment building	
Remove the existing piles or cut off the existing piles 2' below existing grade	
Level off lot where existing building was located	
Installation of silk screen fencing around subject property	
Removal of all debris from subject property	
 *City will have to close NW 10th Ave during work hours at own expense (Coordinate Project Working Hours w / City Manager Before Start Date) * Expected Project Duration four (4) Days	
TOTAL	\$ 19,700.00

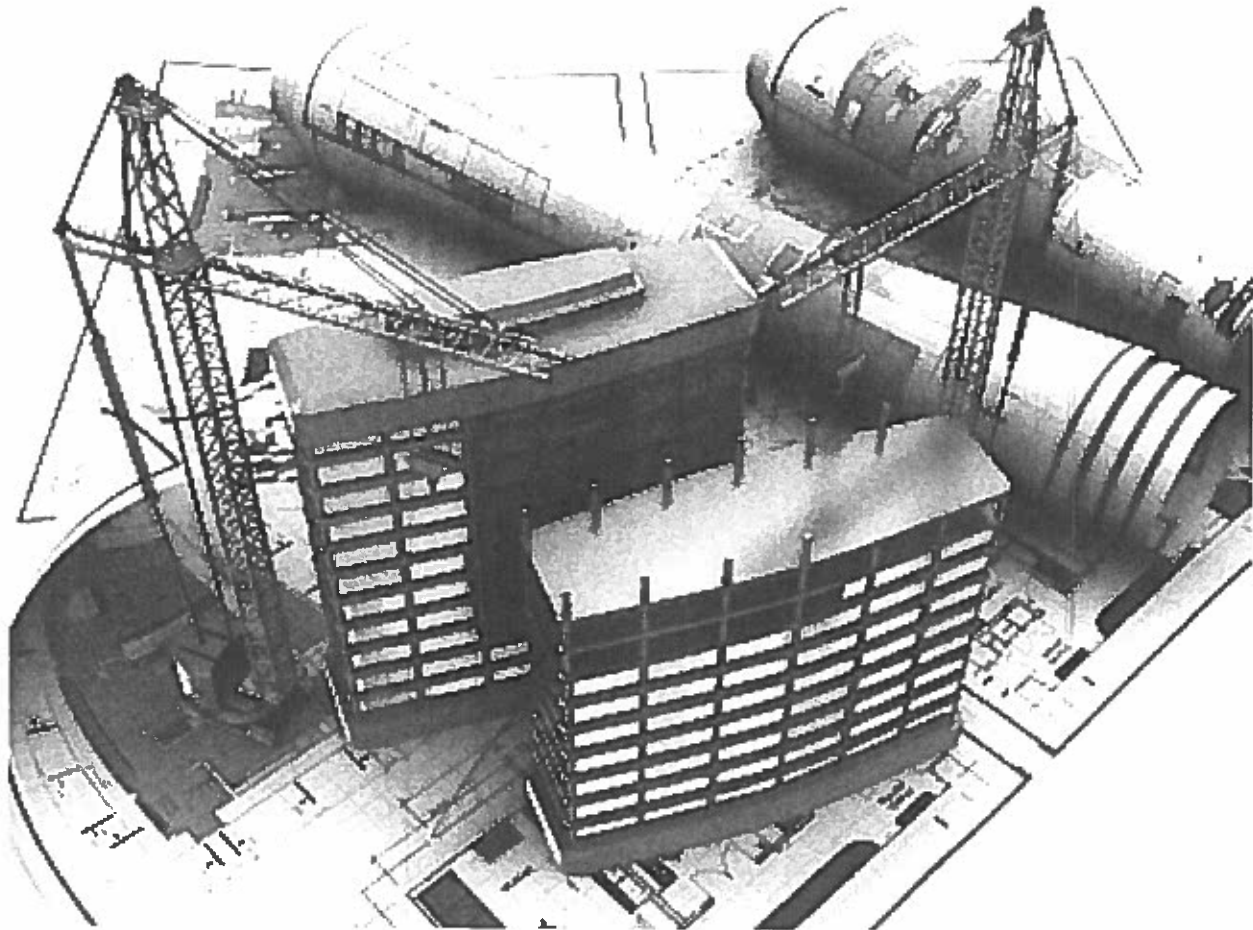
THANK YOU FOR THIS OPPORTUNITY!



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DEMOLITION PROJECT REFERENCES



[ORIGINAL]

Request for Qualifications 2017 - 03

Building Demolition Services

City of South Bay

335 SW 2nd Avenue

South Bay, Florida 33493

Licensed, Insured & Bonded General Contractors
CGC-1517064 / CBC-054512



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DEMOLITION PROJECT REFERENCES PG. 1 OF 2

Demolition Project Reference 1:

Dwight Stephenson Construction, Inc.

6241 North Dixie Highway,

Fort Lauderdale, FL 33334

Contact: Dwight Stephenson

Office: (954) 315-7020

Email: dwight@dstephenon.com

Project: South Bay Villas Phase II

Project: Interior demolition, removal of roof, drywall, metal studs, tile, cabinetry, windows, and all debris removal.

Demolition Project Reference 2:

Palm Beach County Housing Authority

3432 45th St.

West Palm Beach, Florida 33407

Contact: Van Johnson

Office: (561) 684 - 2160

Email: vjohnson@pbchafl.org

Project: South Bay Villas Phase I

Project: Interior demolition, removal of roof, drywall, metal studs, tile, cabinetry, windows, doors and all debris removal.

DEMOLITION PROJECT REFERENCES PG. 2 OF 2

Demolition Project Reference 3:

Pahokee Housing Authority
465 Friend Terrace
Pahokee, Florida 33476
Contact: Julia Hale
Office: (561) 924-5565
Email: jahale@bellsouth.net

Project: 244 Holman Court

Project: Interior demolition, drywall, metal studs, tile, cabinetry, windows, doors and all debris removal.

Demolition Project Reference 4:

Urban League of Palm Beach County
1700 N. Australian Avenue
West Palm Beach, Florida 33407
Contact: Patrick Franklin
Office: (561) 933-1461
Email: frankln@ulpbc.org

Project: 727 22nd St., West Palm Beach, Florida

Project: Interior demolition, drywall, removal of roof, metal studs, tile, cabinetry, windows, doors and all debris removal.

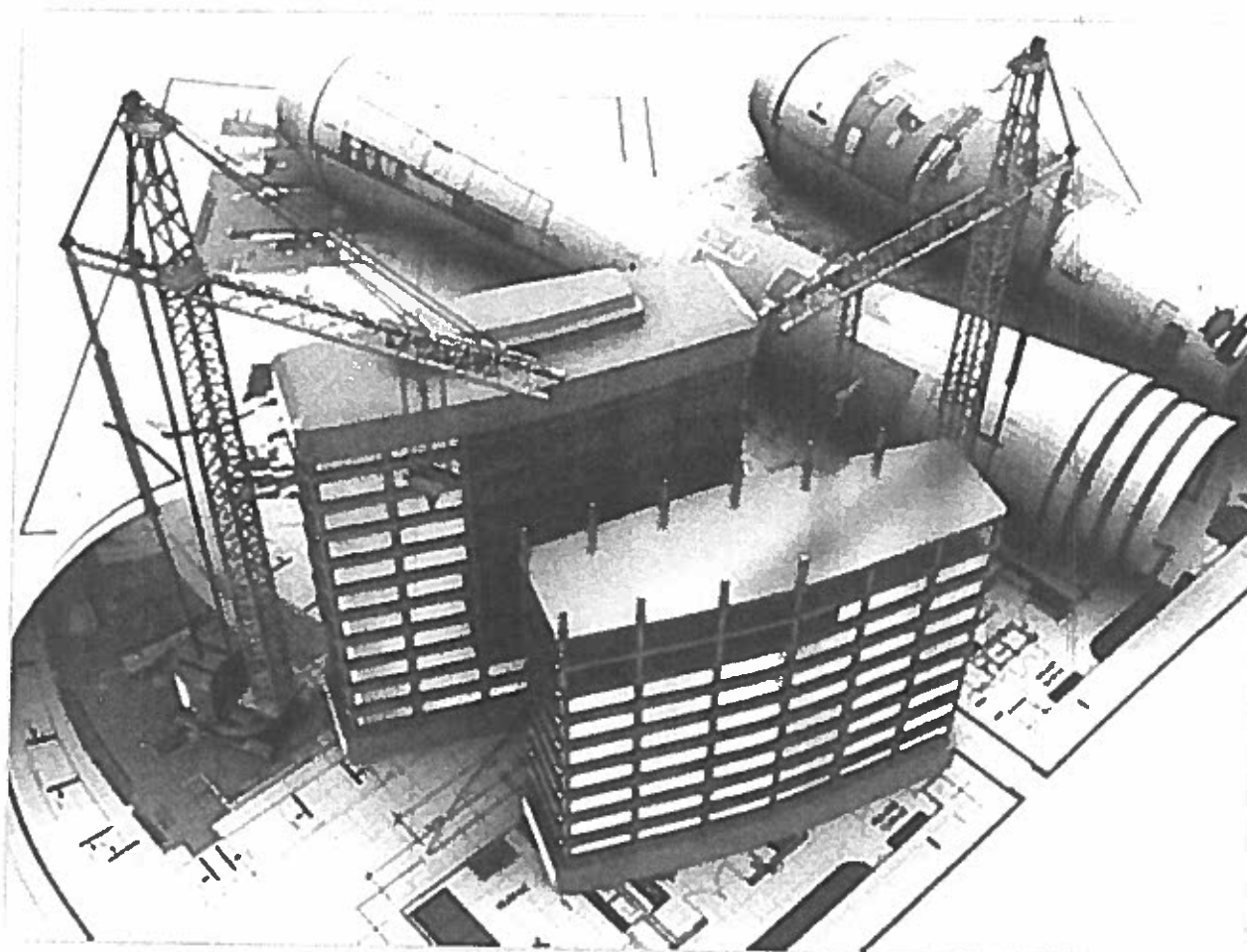


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Website: 2-SBW.com

Email: 2-SBW@2-SBW.com



**THANK YOU FOR YOUR CONSIDERATION OF
"2"SBW & Associates, Inc.**

Building Demolition Services RFP 2017-03			
Respondent/Score	2SBW & Associates	Scoring	Dev-Land Demolition & Site Inc.
Price - 50 points	44	40	
Qualifications and Experience - 20 points	Qualification and Experience is Equal to Dev-Land Demand with preference.	19	Qualification Good
Approach - 20 points	Inventory of Equipment Duration Date to May No Deadline, no penalty explained.	16	Listing of Equipment Duration Date 0 days the City of S.B. want to put 18 limitation on the completion of the project. Also how would we realize the contractor if they exceed the Deadline.
Schedule - 10 points	I want to see more time for the project. No recommendation at the end saying	9	Realistic time of Completion 10

Reviewers Name:

Reviewers Recommendation:

2SBW & Associates because they are local.

44
44
88
GSBW

47
42
41
DLP

Building Demolition Services RFP
2017-03

Respondent/Score	2SBW & Associates	Scoring	Dev-Land Demolition & Site Inc.	Scoring
Price - 50 points	\$ 19,700	45	\$ 18,900	48
Qualifications and Experience - 20 points	(interior)	17	listed Equipment	19
Approach - 20 points	SBA Approach includes	18	Insurance provided did not include project approach	16
Schedule - 10 points	Exact Schedule	9	not clear number days	7
Reviewers Name:	Mass. Evaluation	89		90
Reviewers Recommendation:	Dev-Land Demolition: Stearns			

**Building Demolition Services RFP
2017-03**

Respondent/Score	2SBW & Associates	Scoring	Dev-Land Demolition & Site Inc.	Scoring
Price - 50 points	19,700.00	20	\$18,900.00	35
Qualifications and Experience - 20 points	Interior Demo General Contractor License (1999)	18	- First Demo Projects - State Certificate (28 years)	18
Approach - 20 points	Detailed proposal Project Approach	20		10

Schedule - 10 points

Detailed 15 days 10 10 days / 6 weeks (2 days to mobilize) 5

Reviewers Name:

Jessica Figueroa 68

Reviewers Recommendation:

2 SBW (final)

68

RESOLUTION 119-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish an unsafe structure within city limits located at 185 NW 10th Avenue, South Bay, FL 33343; and

WHEREAS, on November 2, 2017, the City of South Bay published a Request for Proposals ("RFP") No. 2017-03 for Building Demolition Services; and

WHEREAS, proposals were received up until November 16, 2017 at 3:00 p.m.; and

WHEREAS, "2" S.B.W. & Associates Inc. was found to be the most responsive and responsible proposer to perform said work and was subsequently awarded the contract; and

WHEREAS, the agreed upon contract sum is Nineteen Thousand Seven Hundred Dollars (\$19,700.00); and

WHEREAS, the scope of work consists of: Demolish the entire existing (2) story apartment building; removal of the existing piles or cut off the existing piles 2' below existing grade; Level off lot where existing building was located; and removal of all debris from subject property; and

WHEREAS, the expected project duration is five (5) days; and

WHEREAS, the City desires to enter into a Demolition Services Agreement ("Agreement") with "2" S.B.W. & Associates Inc.; and

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

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Demolition Services Agreement between the City of South Bay and "2" S.B.W. & Associates Inc., attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of December 2017.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry

_____ (Yes)

_____ (No)

Commissioner Scott

_____ (Yes)

_____ (No)

Commissioner McKelvin

_____ (Yes)

_____ (No)

Vice-Mayor Wilson

_____ (Yes)

_____ (No)

Mayor Kyles

_____ (Yes)

_____ (No)

AGREEMENT FOR DEMOLITION SERVICES

THIS AGREEMENT, made this ____ day of _____ 2017, is by and between the City of South Bay, a Florida municipality, ("City"), whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and "2" S.B.W. & Associates Inc., a Florida corporation, ("Contractor" or "Company"), whose address is 141 Dabou Loop, Belle Glade, FL 33493 for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. SCOPE

The building located at 185 NW 10th Avenue South Bay, FL 33493 needs to be demolished. Specifically, the building is touching an adjoining property and has created a health, life and safety hazard. Contractor shall furnish any and all materials, tools, supplies, and labor necessary to perform the work described in this Article.

The Contractor shall provide the following services to the City in accordance with the terms set forth below:

- a) Demolish the entire 2-story apartment building;
- b) Remove the existing piles or cut off the existing piles 2' below the existing grade;
- c) Level off the lot where existing building was located;
- d) Installation of silk screen fencing around subject property;
- e) Removal any and all debris from the subject property; and
- f) Provide work at the following location: 185 NW 10th Avenue South Bay, FL 33493.

The Contractor shall perform the Work under the general contractual direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

II. TERM OF AGREEMENT

The initial contract period shall commence on _____, 2017, and shall end no more than thirty (30) days thereafter.

III. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

IV. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City. Payment may be withheld for failure of Contractor to comply with a term, conditions, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and

obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of South Bay, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of South Bay shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City Manager's Office at City Hall.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of South Bay must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance

Limit	\$1,000,000
-------	-------------

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and

documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business

with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers,

employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or in the event of federal jurisdiction, in the proper district.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority and Notice

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Any notices pursuant to this Agreement shall be sent to owner for Contractor and City Manager for City.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF SOUTH BAY

By: _____
City Manager

Approved as to form:

City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Manager

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as manager for "2" S.B.W. & Associates Inc., a Florida company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ORDINANCE NO. 11-2017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES IN PUBLIC-RIGHTS-OF-WAY; AMENDING THE CITY OF SOUTH BAY'S CODE OF ORDINANCES TO CREATE CHAPTER 33 TO BE ENTITLED "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY"; PROVIDING FINDINGS AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION OF COMMUNICATION SERVICE PROVIDERS; PROVIDING FOR RULES AND REGULATIONS FOR COMMUNICATION SERVICE PROVIDERS; WIRELESS SERVICE PROVIDERS AND SMALL WIRELESS SERVICE PROVIDERS AND THEIR FACILITIES; PROVIDING FOR A DUTY TO NOTIFY; PROVIDING FOR RENOVATION AND SUSPENSION; PROVIDING FOR TERMINATION; PROVIDING FOR APPEALS; PROVIDING FOR APPLICATION OF THESE RULES TO EXISTING COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR INSURANCE; PROVIDING FOR INDEMNIFICATION; PROVIDING FOR CONSTRUCTION BOND; PROVIDING FOR ABANDONMENT OF A COMMUNICATIONS FACILITY; PROVIDING FOR PASS-THROUGH PROVIDER FEES AND FEES FOR USE OF CITY UTILITY POLES; PROVIDING FOR RESERVATION OF RIGHTS AND REMEDIES; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA:

Section 1. Adoption of Representations.

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

Section 2. Creation of Chapter 33 entitled "Communications Facilities in Public Rights-of-Way" is hereby adopted as follows:

Chapter 33 - COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 33-01 - Short Title.

This Chapter shall be known, and may be cited as, the "South Bay Communications Facilities in Public Rights-of Way Ordinance"

Sec. 33.02 - Findings, Intent and Scope.

(a) The City hereby makes and declares the following findings and declares its legislative intent as follows:

(1) The Public Rights-of-Way within the City of South Bay are a unique and physically limited resource and important amenity that are critical to the travel and transport of persons and property in the City.

(2) The demand for telecommunications services has grown exponentially in recent years, requiring the continual upgrading of telecommunications equipment and services to satisfy such demand.

(3) The placement of telecommunications equipment and facilities in the public rights-of way to satisfy the demand for telecommunications services raises important issues with respect to the City's responsibility to manage its Public Rights-of Way.

(4) The public right-of-way must be managed and controlled in a manner that enhances the health, safety and general welfare of the City and its citizens.

(5) The use and occupancy of the Public Rights-of-Way by providers of communication services must be subject to regulation which can ensure minimal inconvenience to the public, coordinate users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of an optimal number of providers cable, telecommunications and other services.

(6) Section 166.041, Florida Statutes, provides for procedures for adoption of an ordinance which is regulation of general and permanent nature and enforceable as local law.

(7) Section 337.401, Florida Statutes, provides that because federal and State law require the non-discriminatory treatment of providers of telecommunications services and because of the desire to promote competition among providers of communications services, it is the intent of the Florida Legislature that municipalities and counties treat providers of communications services in a non-discriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of Communications Facilities in the Public Rights-of-Way.

(8) The City finds that to promote the public health, safety and general welfare, it is necessary to: (i) provide for the placement or maintenance of Communications Facilities

in the Public Rights-of-Way within the City limits; (ii) adopt and administer reasonable rules, regulations and general conditions not consistent with applicable State and federal law; (iii) manage the placement and maintenance of Communication Facilities in the Public Rights-of-Way by all Communications Services Providers; (iv) minimize disruption to the Public Rights-of-Way; and, (v) require the restoration of the Public Rights-of-Way to original condition.

(9) The City's intent is that these rules and regulations must be generally applicable to all providers of communications services and, notwithstanding any other law, may not require a provider of communications services to apply for a or enter into an individual license, franchise or other agreement with the City as a condition of placing or maintaining Communications Facilities in its roads or rights-of-way.

(10) It is also the City's intent to exercise the City's retained authority to regulate and manage the roads and rights-of-way in exercising its police power over Communications Services Providers placement and maintenance of facilities in the Public Rights-of-Way on a non-discriminatory and competitively neutral manner.

(b) This Chapter shall apply to any public or private entity who seeks to construct, place, install, maintain or operate a Communications System of Facilities, as such terms are defined herein, in the Public Rights-of-Way, unless otherwise exempt by operation of applicable State or federal law. This Chapter shall equally apply to a City owned or controlled Communications System except to the extent such facilities are utilized on an internal, non-commercial basis by the City or any of its agencies, departments or bureaus.

Sec. 33-03 - Definitions

(a) For purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed herein. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The words "shall," "will" and "must" are mandatory, and "may" is permissive. Words not otherwise defined herein shall have the meaning ascribed thereto under Chapters 202 or 337, Florida Statutes, as amended, or where none is ascribed shall be construed to mean the common and ordinary meaning.

(1) *Abandonment* means the permanent cessation of all uses of a Communications Facility; provided that this term shall not include cessation of all use of a Facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "Abandonment" of a Facility in the Public Rights-of-Way.

(2) *Affiliate* means each person, directly or indirectly, controlling, controlled by, or under common control with a Communications Services Provider that is Registered with the City; provided that Affiliate shall in no event mean any limited partner, member, or shareholder holding an interest of less than 15 percent in such Communications Services Provider.

(3) *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing Wireless Services or other Communications Services.

(4) *Applicable Codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance which may require that a new utility pole replacing an existing utility pole be of substantially similar design, material, and color, or that ground-mounted equipment meet reasonable spacing requirements. The term includes objective design standards adopted by ordinance which may require a Small Wireless Facility to meet reasonable location context, color, stealth, and concealment requirements; however, the City may waive the design standards upon a showing that the design standards are not reasonably compatible for the particular location of a Small Wireless Facility or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the waiver request.

(5) *Applicant* means a person who submits an Application and is a Wireless Provider.

(6) *Application* means a request submitted by an Applicant to the City for a permit to collocate Small Wireless Facilities.

(7) *As-Built Surveys* means the final and complete drawings in hard copy signed and sealed by a Professional Surveyor and Mapper (as defined in § 472.005, Florida Statutes) and the final and complete electronic overview map (in autocad, microstation, mapinfo or ESRI format) presented in computer input medium such as cd-rom, dvd or zip100/250. As-Built Surveys, in both the drawings and the electronic overview map, must show the present state of a Communications Services Provider's Facilities in the Public Rights-of-Way, including, but not limited to, the horizontal and vertical location of Facilities located at least every 100 feet and at any alignment change. Horizontal locations on all points of Facilities shall be from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Facilities shall consist of elevations in either City datum or United States Geological Survey datum.

(8) *Cable Service* means the one-way transmission to subscribers of video programming or any other programming service; and subscriber interaction, if any, that is required for the selection or use of such video programming or other programming service.

(9) *Cable Service Provider* means a person that provides cable service over a cable system.

(10) *Cable System* means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community, but such term does not include: a facility that serves only to retransmit the television signals of one or more television broadcast stations; a facility that serves only subscribers in one or more multiple-unit dwellings under common ownership, control, or management, unless such facility or facilities use any public right-of-way; a facility that serves subscribers without using any public right-of-way; a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act of 1934 except such facility shall be considered a cable system other than for purposes of 47 U.S.C. Section 541(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; any facilities of any electric utility used solely for operating its electric utility systems; or an open video system that complies with 47 U.S.C. Section 573.

(11) *Chapter* means the South Bay Communications Facilities in Public Rights-of-Way Utilization Ordinance, codified as Chapter 33 of the City Code pursuant to that Ordinance enacted by City Commission effective on July 1, 2017, as may be amended or supplemented from time to time.

(12) *City* means the City of South Bay, Florida, a municipal corporation organized and existing under the laws of the State of Florida.

(13) *City Code* means the municipal code of ordinances of the City of South Bay, Florida.

(14) *City Commission* means the governing body for the City.

(15) *City Utility Pole* means a utility pole owned by the City in the right-of-way.

(16) *Collocate* or *Collocation* means the shared use of Facilities, such as poles, ducts or conduit, including but not limited to the placement of conduit owned by more than one user of the Public Rights-of-Way in the same trench or boring and the placement of equipment owned by more than one user in the same conduit. Collocation does not include interconnection of Facilities or the sale or purchase of capacity (whether bundled or unbundled).

(17) *Communications Facility, Facility* or *Facilities* means any portion of a Communications System located in the Public Rights-of-Way.

(18) *Communications Services* means the definition ascribed thereto in Section 202.11(1), Florida Statutes, as may be amended, and also includes but is not limited to Wireless Services as defined herein.

(19) *Communications Services Provider* means (i) any Person, municipality or county providing Communications Services through the use and operation of a Communications System or Communications Facilities installed, placed and maintained in the Public Rights-of-Way, regardless of whether such System or Facilities are owned or leased by such Person, municipality or county and regardless of whether such Person, municipality or county has registered with the Florida Department of Revenue as a provider of Communications Services in Florida pursuant to Chapter 202, Florida Statutes and (ii) any Person, municipality or county who constructs, installs, places, maintains or operates Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services, including for example a company that places "dark fiber" or conduit in the Public Rights-of-Way and leases or otherwise provides those facilities to another company that does provide Communications Services.

(20) *Communications System* or *System* means any permanent or temporary plant, equipment and property placed or maintained in the Public Rights-of-Way that is occupied or used, or is capable of being occupied or used, by a Communications Services Provider for the purpose of producing, conveying, routing, transmitting, receiving, amplifying, distributing, providing or offering Communications Services including, but not limited to cables, wires, lines, conduits, fiber optics, antennae, radios and any associated poles, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, and other plant, equipment and pathway.

(21) *Dealer* means any Person, municipality or county providing Communications Services to an end user in South Bay through the use and operation of Communications Facilities installed, placed and maintained in the Public Rights-of-Way, whether owned or leased, and who has registered with the Florida Department of Revenue as a provider of Communications Services pursuant to Chapter 202, Florida Statutes. This definition of "Dealer" is intended to include any "Reseller."

(22) *Department* means the Florida Department of State.

(23) *Division 2 Permit* means the right-of-way utilization permit required under Chapter 33, City of South Bay Code of Ordinances prior to commencement of any placement or maintenance of Facilities in the Public Rights-of-Way.

(24) *Excavation* or other similar formulation of that term means the cutting, trenching or other disturbance to the Public Rights-of-Way intended to change the grade or level of land or which causes any cavity, gap, depression, penetration or hole in the surface of the Public Rights-of-Way.

(25) *FCC* means the Federal Communications Commission.

(26) *Franchise* means an initial authorization or renewal of an authorization, regardless of whether the authorization is designated as a franchise, permit, license,

resolution, contract, certificate, agreement, or otherwise, to construct and operate a cable system or video service provider network facilities in the public right-of-way.

(27) *Franchise Authority* means any governmental entity empowered by federal, state, or local law to grant a franchise.

(28) *Government* means the United States of America, the State of Florida, counties, municipalities, and any of their respective agencies, departments or bureaus.

(29) *In the Public Rights-of-Way* means in, along, on, over, under, across or through the
Public Rights-of-Way.

(30) *Micro Wireless Facility* means a Small Wireless Facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

(31) *Pass-Through Facilities* means the Facilities for a Communication System that merely pass through the City from one point to another point and from which no revenues are directly attributable to subscribers or other carriers within the City.

(32) *Pass-through Provider* means any Person, municipality or county that places or maintains a Communications System or Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services, including for example a company that places "dark fiber" or conduit In The Public Rights-of-Way and leases or otherwise provides those facilities to another company that does provide Communications Services to an end user. This definition of "Pass-through Provider" is intended to include any Person that places or maintains "Pass-Through Facilities" in the Public Rights-of-Way, but does not provide Communications Services to an end user within the corporate limits of the City.

(33) *Person* means any individual, firm, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, association, corporation, company, organization or legal entity of any kind, including any Affiliate, successor, assignee, transferee or personal representative thereof, and all other groups or combinations, and shall include the City to the extent that the City acts as a Communications Services Provider.

(34) *Placement or maintenance or placing or maintaining* or other similar formulation of that term means the named actions interpreted broadly to encompass, among other things, erection, construction, reconstruction, installation, inspection, maintenance, placement, replacement, extension, expansion, repair, removal, operation, occupation, location, relocation, grading, undergrounding, trenching or excavation. Any Communications Services Provider that owns, leases or otherwise controls the use of a Communications System or Facility in the Public Rights-of-Way, including the physical control to maintain and repair, is "placing or maintaining" a Communications System or Facility. A Person providing service only through buying wholesale and then reselling is not "placing or maintaining" the Communications Facilities through which such service is provided. The transmission and receipt of radio frequency signals

through the airspace of the Public Rights-of-Way does not constitute "placing or maintaining" Facilities in the Public Rights-of-Way.

(35) *Public Rights-of-Way* means a road, street, highway, bridge, tunnel or alley that is owned by the City, publicly held by the City or dedicated to the City for public use and over which the City has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the space above, at or below the surface of such right-of-way. "Public Rights- of-Way" shall not include (a) county, state or federal rights-of-way, (b) property owned by any Person other than the City, (c) service entrances or driveways leading from the road or street onto adjoining property or (d) except as described above, any real or personal property of the City, such as, but not limited to, City parks, buildings, fixtures, conduits, sewer lines, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of- Way.

(36) *Public Service Commission* or *PSC* means the agency for the State of Florida charged with the powers and duties conferred upon it by Chapter 364, Florida Statutes.

(37) *Record Drawings* means a final and complete drawing accurately depicting the improvements as constructed. Record Drawings are not required to be signed and sealed by a Professional Surveyor and Mapper.

(38) *Registration* or *Register* other similar formulation of that term means the process described in Section 23.04 herein whereby a Communications Services Provider provides certain information to the City.

(39) *Reseller* means any Person providing Communications Services within the City over a Communications System, or portion thereof, for which a separate charge is made, where that Person does not place or maintain, nor own or control, any of the underlying Facilities in the Public Rights-of-Way used for transmission. Instead such Person purchases the Service, usually at wholesale, from a Communications Services Provider and then resells it at retail or such Person uses the Public Rights-of-Way by either interconnecting with the Facilities of a Communications Services Provider utilizing the Public Rights-of-Way or by leasing excess capacity from a facility-based Communications Services Provider.

(40) *Small Wireless Facility* means a wireless facility that meets the following qualifications: (a) each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and (b) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer

switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

(41) *Utility Pole* means a pole or similar structure used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights, but does not include any horizontal structures upon which are attached signal lights or other traffic control devices and does not include any pole or similar structure 15 feet in height or less unless the City grants a waiver for the pole.

(42) *Video Programming* means programming provided by, or generally considered comparable to programming provided by, a television broadcast station as set forth in 47 U.S.C. s. 522(20).

(43) *Video Service* means video programming services, including cable services, provided through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider as defined in

47 U.S.C. s. 332 (d), video programming provided as part of and via a service that enables end users to access content, information, electronic mail, or other services offered over the public Internet.

(44) *Video Service Provider* means an entity providing video service.

(45) *Wireless Facilities* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include (a) the structure or improvements on under within, or adjacent to the structure on which the equipment is collocated, or (b) wireline backhaul facilities, or (c) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

(46) *Wireless Infrastructure Provider* means a person who has been certificated to provide telecommunications service in the state, and who builds or installs wireless communication transmission equipment, Wireless Facilities, or Wireless Support Structures, but is not a Wireless Services Provider.

(47) *Wireless Provider* means a wireless infrastructure provider or a Wireless Services Provider.

(48) *Wireless Services* means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

(49) *Wireless Services Provider* means a person who provides Wireless Services.

(50) *Wireless Support Structure* means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a Utility Pole.

Sec. 33-04. - Registration.

Every Communications Services Provider that desires to place or maintain a Communications System or any Communications Facilities in the Public Rights-of-Way, including any Pass Through Facilities, shall first Register with the City in accordance with this Section 33-04. Subject to the provisions prescribed in this Chapter, a

Communications Services Provider that has properly Registered may apply for Division 2 Permits to place or maintain a Communications System or Facilities in the Public Rights-of-Way.

(a) Every Communications Services Provider that desires to place or maintain Communications Facilities in the Public Rights-of-Way, including any Pass Through Facilities, shall Register with the City Manager's Office and shall submit the following information and documentation:

(1) the name of the applicant under which it will transact business in the City and, if different, in the State of Florida; and

(2) the address and telephone number of the applicant's principal place of business in the State of Florida and any branch office located in the City or, if none, the name, address and telephone number of the applicant's national headquarters and its Registered Agent in Florida; and

(3) the name, address and telephone number of the applicant's primary contact person and the person to contact in case of an emergency; and

(4) the type of Communications Services that the applicant intends to provide within the corporate limits of the City (if more than one, state all that apply), or, if none, state that the applicant is a Pass-through Provider or is intending only to place and maintain Pass Through Facilities, as the case may be; and

(5) for Registrations submitted on or after October 1, 2017, a copy of both the applicant's resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida; and

(6) a copy of the applicant's certificate of authorization, public convenience and necessity or other similar certification issued by the Florida Public Service Commission; and

(7) the number of the applicant's certificate of authorization or license to provide Communications Services issued by the Florida Public Service Commission, the Department, the FCC, or other Federal authority, if any; and

(8) for an applicant that is a Pass-through Provider, in lieu of paragraphs (5), (6) and (7) above, the applicant shall provide a certified copy of the certificate or license issued by the Florida Department of State, or other appropriate state agency or department, authorizing the company to do business in the State of Florida; and

(9) evidence of the applicant's insurance coverage as required under this Chapter.

(b) The City shall review the information submitted by the applicant. Such review shall be by the City Manager or his or her designee. If it is found that the applicant complied with the requirements in subsection (a) above, the Registration shall be effective and the City shall notify the applicant of the effectiveness of Registration in writing. If the City determines that the applicant is not in compliance, the City shall notify the applicant in writing of the non-effectiveness and denial of Registration and the reasons therefor. The City shall so reply to an applicant within thirty (30) days after receipt of the Registration and required information from the applicant. Non-effectiveness and denial of Registration shall not preclude an applicant from reapplying or filing subsequent applications for Registration under the provisions of this Section.

(c) An effective Registration does not, and shall not be construed to, convey equitable or legal title in the Public Rights-of-Way to any Communications Services Provider. Registration under this Ordinance governs only the placement or maintenance of a Communications System or Communications Facilities in the Public Rights-of-Way. Other ordinances, codes or regulations may apply to the placement or maintenance in the Public Rights-of-Way of facilities that are not part of a Communications System. Registration does not excuse a Communications Services Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on those facilities or property belonging to the City or another Person. Registration does not excuse a Communications Services Provider from complying with all other applicable City ordinances, codes or regulations, including the rules, regulations and general conditions set forth in this Chapter.

(d) A Communications Services Provider may cancel a Registration upon written notice to the City stating that it will no longer place or maintain a Communications System or any Communications Facilities in the Public Rights-of-Way and will no longer have a need to apply for Division 2 Permits to perform construction or other work in the Public Rights-of-Way. A Communications Services Provider cannot cancel a Registration if it intends to continue placing or maintaining a Communications System or any Communications Facilities in the Public Rights-of-Way.

(e) Registration, in and of itself, does not establish a right to place or maintain or a priority for the placement or maintenance of a Communications System or any Facility in the Public Rights-of-Way, but shall establish for the Communications Services Provider a right to apply for a Division 2 Permit from the City. Registrations are expressly subject to any future amendment to or replacement of this Chapter and further subject to any additional City ordinances, as well as any State or Federal laws that may be enacted. Registration does not excuse or exempt a Communications Services Provider from having to obtain an Occupational License from the City in accordance with the City Code.

(f) A Communications Services Provider shall renew its Registration with the City by April 1 of even numbered years in accordance with the Registration requirements in this Chapter, except that any Communications Services Provider that initially Registers during the even numbered year when renewal would be due

or the odd numbered year immediately preceding such even numbered year shall not be required to renew its Registration until the next even numbered year. Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (1), a Communications Services Provider shall provide updated information to the City. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Failure to renew a Registration may result in the City restricting the issuance of additional Division 2 Permits until the Communications Services Provider has complied with the Registration requirements of this Chapter.

(g) In accordance with applicable City ordinances, codes or regulations, a Division 2 Permit is required for a Communications Services Provider to place or maintain a Communications Facility in the Public Rights-of-Way. An effective Registration shall be a condition of obtaining such a permit. Notwithstanding an effective Registration, all permitting requirements shall apply, including the requirement to pay for any such permits unless otherwise provided by resolution or ordinance of the City. A permit may be obtained by or on behalf of the Communications Services Provider having an effective Registration if all permitting requirements of the City and other provisions of this Chapter are met.

(h) A Reseller, which by definition does not place or maintain Communications Facilities in the Public Rights-of-Way, is not required to Register with the City.

Sec. 33-05. - Notice of Transfer, Sale or Assignment of Assets.

If a Communications Services Provider transfers, sells or assigns its System or any Facilities located in the Public Rights-of-Way incident to a transfer, sale or assignment of the Communications Services Provider's assets, the transferee, buyer or assignee shall be obligated to comply with the provisions set forth in this Chapter. Written notice of any such transfer, sale or assignment shall be provided by the Communications Services Provider to the City within thirty (30) days after the effective date of such transfer, sale or assignment. If the transferee, buyer or assignee is not currently Registered with the City, then the transferee, buyer or assignee must Register as provided in Section 33-04 within sixty (60) days of the effective date of such transfer, sale or assignment. If any applications for Division 2 Permits are pending under the Communications Services Provider's name as of the date the City receives written notice of the transfer, sale or assignment, then the City shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the Communications Services Provider.

Sec. 33-06. - Rules, Regulations and General Conditions to Placement of Communications Systems and Facilities in the Public Right-of-Way.

As a condition of allowing the placement or maintenance of a Communications System or any Communications Facility in the Public Rights-of-Way, and under

additional authority granted pursuant to Chapter 337, Florida Statutes, the City hereby imposes the following rules, regulations and general conditions. Unless otherwise provided in this Chapter 33, these rules, regulations and general conditions shall apply to all Communications Services Providers, including those that are Pass-through Providers irrespective of whether they place and maintain only conduit, dark fiber or Pass-Through Facilities.

(a) *Rules on Utilization of the Public Rights-of-Way.*

(1) *Compliance with Laws.* A Communications Services Provider shall at all times be in full compliance with and abide by all applicable Federal, State and local laws, codes and regulations in placing or maintaining a Communications System and Facilities in the Public Rights-of-Way.

(2) *Due Care.* A Communications Services Provider shall use and exercise due caution, care and skill in performing work in the Public Rights-of-Way and shall take all reasonable steps to safeguard work site areas.

(3) *Permits.* A Communications Services Provider shall not commence to place or maintain a Communications Facility in Public Rights-of-Way until all applicable permits have been issued by the City and other appropriate authority, except in the case of an emergency. The term "emergency" shall mean a condition that affects the public's health, safety or general welfare, which includes an unplanned out-of-service condition of a pre-existing service. The Communications Services Provider shall provide prompt notice to the City of the placement or maintenance of a Communications Facility in the Public Rights-of-Way in the event of an emergency and shall, after-the-fact, be required to submit plans and Record Drawings and As-Built Surveys, if required by the City, showing the placement or relocation of a Communications Facility undertaken in connection with the emergency.

(4) *Application for Division 2 Permit.* Prior to the issuance of a Division 2 Permit to allow the placement or maintenance of a Communications System or Facility in the Public Rights-of-Way, the City has the right to first review and consider and the Communications Services Provider shall provide all of the following:

a. The expected dates and times when the Facility will be installed and the estimated time needed for construction and placement of the proposed Facility;

b. The location of the proposed Facility, the Public Rights-of-Way affected and a description of the Facility, including the type of Facility (e.g. conduit, fiber, twisted pair, etc.), the number of fibers or other cable being installed, and the approximate size of the Facility (e.g. length, height, width and diameter); and

c. Plans, drawings, photographs, and schematics (including cross section layout) prepared by a qualified engineer or technician showing where the Facility is proposed to be located in the Public Rights-of-Way and showing any known Communications Facilities or utility facilities in such Public Rights-of-Way.

(5) *Revised Plans.* If the plans or drawings submitted showing the proposed location for installation of the Facility in the Public Rights-of-Way require revision for

any reason prior to commencing construction, the Communications Services Provider shall promptly submit revised plans and drawings to the City Engineer.

(6) *Power to Restrict Area.* To the extent not otherwise prohibited by State or Federal law, the City shall have the power to prohibit or limit the placement of new or additional Communications Facilities within a particular area of the Public Rights-of-Way and deny the issuance of a Division 2 Permit.

(7) *Limited Purpose of Division 2 Permit.* A Division 2 Permit issued by the City constitutes authorization to undertake only certain activities in Public Rights-of-Way in accordance with this Chapter, and does not create any property right or other vested interest, or grant authority to impinge upon the rights of others who may have an interest in the Public Rights-of-Way. Division 2 Permits shall be granted only for specific routes or locations in the Public Rights-of-Way and for such term as described in the permit. The City's issuance of a Division 2 Permit shall not be construed as a warranty that the placement of any Communications Facility is in compliance with applicable codes, regulations or laws.

(8) *Responsibility for Contractors.* Every Communications Services Provider that is Registered with the City shall be liable for the actions of contractor(s) hired by them to perform the placement or maintenance of Facilities in the Public Rights-of-Way and shall be responsible for making sure that such contractor meets and complies fully with the rules, regulations and general conditions set forth in this Chapter.

(b) *Regulations on the Placement or Maintenance of Communications Facilities.*

(1) *Provision and Form of Record Drawings and As-Built Surveys.* Within forty-five (45) days after completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way, the Communications Services Provider shall provide the City with Record Drawings showing the final location of such Facility in the Public Rights-of-Way. Upon request by the City, the Communications Services Provider shall also provide the City with As-Built Surveys within forty-five (45) days after completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way. The Record Drawings and As-Built Surveys shall be provided to the City at no cost.

(2) *Production and Filing of As-Built.* Every Communications Services Provider that is Registered with the City shall produce and keep on file at its principal place of business an accurate and complete set of As-Built of all Facilities placed and maintained in the Public Rights-of-Way. The location and identification of Facilities and the production of As-Built shall be at the sole expense of the Communications Services Provider. Within thirty (30) days of any written request by the City, the Communications Services Provider must provide to the City, at no cost, copies of complete sets of As-Built for the indicated Public Rights-of-Way. The failure of the Communications Services Provider to produce, keep on file, or provide to the City As-Built as required under this Chapter is sufficient grounds for the City to deny the issuance of Division 2 Permits in the future.

(3) *Removal of Facilities Placed Without Permit.* Any Communications Facilities placed in the Public Rights-of-Way by the Communications Services Provider without first having obtained the required Division 2 Permits shall be removed within thirty (30) days of written notice by the City to remove the same and in default of compliance with such notice, such Facilities may be removed by order of the City and the cost of removal shall be borne and paid by the Communications Services Provider upon demand.

(4) *Underground.* The placement or maintenance of all Communications Facilities shall be underground unless otherwise approved in writing by the City. Communications Facilities shall be placed between the property line and the curb line of all streets and avenues and shall not be within the roadway or the roadway recovery area unless specifically approved in writing by the City. All Communications Facilities shall have consistent alignment parallel with the edge of pavement, a thirty-six inch (36") depth of cover for and shall have two feet (2') of horizontal clearance from other underground utilities and their appurtenances. Where approved by the City, Facilities to be placed in the street shall be laid according to the permanent grade of the street and at a depth below the surface of the permanent grade as each is determined by the City.

(5) *Above-Ground Approval.* The placement or maintenance of Facilities above-ground, including new poles and aerial wires, is subject to written approval by the City. Attachment to any pole or other above-ground structure must be pursuant to a valid and effective pole attachment agreement or similar instrument. Location on any pole or other above-ground structure shall not be considered a vested interest of the Communications Services Provider and such poles or structures, if owned by the Communications Services Provider, shall be removed or modified by the Communications Services Provider at its own expense whenever the City or other governmental authority determines that the public convenience would be enhanced thereby. The lowest placement of any Communications Facility on any pole or other above-ground structure in the Public Rights-of-Way shall not be less than eighteen (18) feet from the ground. The Communications Services Provider shall, at such time as the electric utility facilities or other Communications Facilities are placed underground or are required by the City to be placed underground, concurrently place its Communications Facilities underground without cost to the City.

(6) *New Poles or Above-Ground Structures.* The placing of any new pole or other above-ground structure to support Communications Facilities is subject to the approval of the City and shall be done under the supervision of the City Engineer or his designee. No such pole or other above-ground structure shall be placed in any gutter or drainage area and must be behind the curb to avoid damage to any sidewalk. In areas of the City where either electric utility wires or other Communications Facilities are above ground and such facilities are moved, either voluntarily or at the direction of the City, to a new pole or other above-ground structure, the Communications Services Provider shall likewise move all its above-ground Facilities on such poles or

structures to such new pole or structure within thirty (30) days after receipt of written notice from either the City or the owner of the new pole or structure, without cost to the City.

(7) *Placement and Maintenance Standards.* The placement or maintenance of Communications Facilities in the Public Rights-of-Way shall be performed in accordance with standards and requirements of the following, as is applicable and as each is in force at the time of the respective placement or maintenance of a Communications System or Facility:

- a. the Florida Department of Transportation Utilities Accommodation Guide;
- b. the State of Florida Manual of Uniform Minimum Standards for Design
- c. the Trench Safety Act (Chapter 553, Florida Statutes);
- d. the Underground Facility Damage Prevention and Safety Act (Chapter 556, Florida Statutes);
- e. the National Electrical Code or the ANSI National Electrical Safety Code; and
- f. the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States.

(8) *Sunshine State One-Call.* Every Communications Services Provider shall utilize, and if permissible, maintain membership in the utility notification one call system administered by Sunshine State One-Call of Florida, Inc.

(9) *Safety and Minimal Interference.* All placement and maintenance of Communication Facilities in the Public Rights-of-Way shall be subject to the City Code and other regulations of the City pertaining thereto, and shall be performed with the least possible interference with the use and appearance of the Public Rights-of-Way and the rights and reasonable convenience of the property owners who abut or adjoin the Public Rights-of-Way and in compliance with the rules and regulations of the Florida Department of Transportation. The Communications Services Provider shall at all times employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury or be a nuisance to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. All placement and maintenance shall be done in such a manner as to minimize to the greatest extent any interference with the usual travel on such Public Rights-of-Way. The use of trenchless technology (i.e., micro-tunneling and horizontal directional drilling techniques) for the installation of Communications Facilities in the Public Rights-of-Way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and should be employed wherever and whenever feasible.

(10) *Correction of Harmful Conditions.* If, at any time, the City or other authority of competent jurisdiction reasonably determines that any Communications Facility is, or has caused a condition that is, harmful to the health, safety or general welfare of any Person, then the Communications Services Provider shall, at its own expense, promptly correct or eliminate all such Facilities and conditions. In an emergency, as determined by the City, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate repairs to any Communications Facility that is damaged or malfunctioning, or has caused a sunken area or other condition and, in the City's sole discretion, is deemed a threat to public safety, then the City, when apprised of such an emergency, shall have the right to remove, make repairs to or eliminate same with the total cost being charged to and paid for by the Communications Services Provider upon demand.

(11) *Remedy of Hazardous Conditions.* If, at any time, a condition exists that the City or other authority of competent jurisdiction reasonably determines is an emergency that is potentially hazardous or life threatening to any person or is a threat to the health or safety of the general public, and to remedy such condition the City or other authority of competent jurisdiction reasonably determines that a Communications Services Provider must temporarily relocate or temporarily shut off service or transmissions through a specific Facility, then the City, as an appropriate exercise of its police powers, may order the Communications Services Provider to immediately perform such temporary relocation or shut off until the condition has been remedied, and to do so at its own expense and without liability to or recourse against the City. In such an emergency, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate relocation or shut off of the specific Communications Facility, then the City shall have the right to perform, or cause to be performed, such temporary relocation or shut off until the condition has been remedied with the total cost being charged to and paid for by the Communications Services Provider upon demand.

(12) *Interference with Other Facilities.* A Communications Services Provider shall not, in violation of any applicable laws or regulatory standards, design, place or maintain its Communications Facilities in a manner that will interfere with the signals or facilities of any municipal or county police, fire or rescue department, the facilities of any public utility, or the Communications Facilities of another Communications Service Provider, including any cable service provider.

(13) *Relocation or Removal of Facilities.* Except in cases of emergency, a Communications Services Provider, at its own expense, shall:

a. Upon thirty (30) days written notice, relocate or remove, as specified in said notice, its Communications Facility in the event the City finds that the particular Facility is unreasonably interfering in some way with the convenient, safe or continuous use, or the maintenance, improvement, extension or expansion of any Public Rights-of-Way. The City shall provide the Communications Services Provider with a notice and

order as provided for in Section 337.404 of the Florida Statutes, or any subsequently enacted law of the State of Florida, in the event it charges the Communications Services Provider for the cost and expense of relocating or removing such Facility pursuant to this paragraph.

b. Within a reasonable period of time from the date of written notice from the City, but not more than one hundred twenty (120) days thereafter, relocate or remove, as specified in said notice, its Communications Facility in the event the City determines it necessary for the construction, completion, repair, relocation or maintenance of a City project, because the particular Communications Facility is interfering with or adversely affecting the proper operation of street light poles, traffic signals, or any communications system belonging to the City or an agency thereof or because the particular Communications Facility is interfering with the signals or facilities of any municipal public utility. In the event the City issues any such written notice to the Communications Services Provider pursuant to this paragraph, and the Communications Services Provider fails to cause the aforementioned relocation or removal as required herein, the City shall be entitled to relocate or remove such Facilities without further notice to the Communications Services Provider and the total cost and expense shall be charged to the Communications Services Provider. In the event the City issues any such written notice to the Communications Services Provider pursuant to this paragraph, and the Communications Services Provider fails to cause the aforementioned relocation or removal as required herein, the City shall be entitled to relocate or remove such Facilities without further notice to the Communications Services Provider and the total cost and expense shall be charged to the Communications Services Provider.

(14) *Temporary Raising or Lowering of Facilities.* A Communications Services Provider, upon request of any Person holding a validly issued building or moving permit from the City to temporarily encroach on or perform moving operations in or across the Public Rights- of-Way, shall temporarily raise or lower its Communications Facilities to accommodate such temporary encroachment or move. The expense of such temporary raising or lowering of Facilities shall be paid by the Person requesting the same, and the Communications Services Provider shall have the authority to require such payment in advance. The Communications Services Provider shall be given not less than twenty (20) days advance written notice from such Person to arrange for the temporary relocation, which notice must detail the time and location of the permitted activity, and not less than twenty-four (24) hours advance notice from the permit holder advising of the actual operation. The City is not subject to, nor shall it be liable for, any such expense or notice requirement for the moving of houses or structures performed by the City or its contractors.

(15) *Coordination.* In an effort to minimize the adverse impact on the Public Rights- of-Way and other municipal improvements, a Communications Services Provider may be required by the City to coordinate the placement or maintenance of

its Facilities with any work, construction, installation in or repairs of the subject Public Rights-of-Way or other Facilities therein that is occurring or is scheduled to occur within a reasonable time from application for a Division 2 Permit as determined by the City. Every Communications Services Providers shall make space in its trench and/or conduit within the Public Rights-of-Way available to other providers consistent with the federal requirements of 47 U.S.C. 224. Every Communications Services Provider shall utilize existing conduits, pathways and other Facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other Facilities, whether in the Public Rights-of-Way or on privately- owned property, until written approval is obtained from the City or other appropriate governmental authority, and, where applicable, from the private property owner.

(16) *Co-location and Joint Use.* A Communications Services Provider, in an effort to minimize the adverse impact on the useful life of the Public Rights-of-Way, shall, whenever possible, enter into joint use agreements with the City and other parties who have Registered with, or who are expressly authorized by, the City to use its Public Rights-of-Way; provided that the terms of such agreements are satisfactory to the Communications Services Provider. Nothing herein contained shall mandate that the Communications Services Provider enter into joint use agreements with parties other than the City or an agency of the City. However, prior to placement of any new or additional underground conduit in the Public Rights-of-Way, a Communications Services Provider is required to certify in writing to the City that it has made appropriate inquiry to all existing utilities and other entities possessing a right to occupy the Public Rights-of-Way as to the availability of existing or planned conduit that the particular Communications Services Provider could reasonably utilize to meet its needs, and that no such conduit is available or planned at a reasonable cost by any other entity on the time schedule reasonably needed. The Communications Services Provider shall not be permitted to perform any placement or maintenance of Facilities in those segments of the Public Rights-of- Way where there exists vacant or available conduit, dark fiber or surplus fiber owned by the City, an agency of the City or another governmental body which is or, through a reasonable amount of effort and expense, can be made compatible with the Communications Services Provider's System or network. Under such circumstances the Communications Services Provider shall have the opportunity to enter into a use agreement or lease arrangement with the City or an agency of the City at or below reasonable and prevailing market rates for such conduit or fiber or, where owned by another governmental body, shall, in good faith, first exhaust all means of obtaining use of such conduit or fiber before applying for a Division 2 Permit from the City.

(17) *Maintenance-of-Traffic.* In the event that placement or maintenance of Communications Facilities conducted by the Communications Services Provider requires streets or traffic lanes to be closed or obstructed, the Communications Services Provider must, pursuant to the requirements of existing or subsequently enacted City

ordinances, obtain all necessary permits from City, and shall obtain approval of its maintenance-of-traffic plan from the City.

(18) *Restoration of the Public Rights-of-Way.* After completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way or each phase thereof, the Communications Services Provider shall, at its own expense and in a manner reasonably acceptable to the City, restore without delay the Public Rights-of-Way so disturbed to its original condition immediately prior to the placement or maintenance work. If the Communications Services Provider fails to make such restoration within thirty (30) days following the completion of such placement or maintenance, the City may perform such restoration and charge the costs of the restoration to the Communications Services Provider in accordance with Section 337.402, Florida Statutes, as it may be amended. The Communications Services Provider shall, to the satisfaction of the City, maintain and correct any restorations made pursuant hereto for a period of twelve (12) months following the date of its completion. Failure to comply with this subsection shall be deemed sufficient grounds for denial of any future Division 2 Permits for the placement or maintenance of Communications Facilities.

(19) *Disruption or Destruction of Other Facilities or Property.* A Communications Services Provider shall not knowingly place or maintain any Facility in a manner that shall in any way disrupt, displace, damage or destroy any sewer line, gas line, water main, pipe, conduit, wires, fiber-optics or other Facilities, or property belonging to the City or any other Person lawfully occupying the Public Rights-of-Way, without first obtaining the consent of the City. The Communications Services Provider shall bear all responsibility and costs for any such conduct where City consent has not been obtained and shall pay such costs upon demand.

(c) General Conditions on the Utilization of the Public Rights-of-Way and the Placement or Maintenance of Communications Facilities.

(1) *City Not Liable.* Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the City nor its officials, boards, commissions, consultants, agents, employees or independent contractors shall have any liability to the Communications Services Provider for any claims for any damages, costs, expenses or losses resulting from the City's breakage, removal, alteration or relocation of any Facilities of any Communications Services Provider which arose out of or in connection with any emergency or disaster situation or was, in the sole discretion of the City, deemed necessary to facilitate any public works project, public improvement, alteration of a City structure, change in the grade or line of any Public Rights-of-Way, or the elimination, abandonment or closure of any Public Rights-of-Way or was found by City Commission to be in the best interest of the health, safety or general welfare of the public; nor shall any charge be made by the Communications Services Provider against the City for any damages, costs, expenses or losses related thereto.

(2) *No Exemption from Permits.* Nothing in this Chapter shall exempt any Communications Services Provider from obtaining Division 2 Permits for work done within the Public Rights-of-Way.

(3) *Subject to Police Powers.* The rights of the Communications Services Provider shall be subject to all lawful exercise of police power by the City, and to such other reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interest of the health, safety and general welfare of the public. Any inconsistency or ambiguity between the provisions of this Chapter 33 and any lawful exercise of the City's police power shall be resolved in favor of the latter.

(4) *City Inspection.* The City shall have the right to make such inspections of a Communications System or Facilities placed or maintained in the Public Rights-of-Way as it finds necessary to ensure compliance with this Chapter. This Chapter shall not be construed to create or hold the City responsible or liable for any damage to persons or property by reason of any inspection by the City of the placement or maintenance of a Communications System or Facility as authorized herein or failure by the City to so inspect.

(5) *Access to Manholes.* The City, in the proper exercise of its municipal powers and duties with respect to the Public Rights-of-way, shall have access at any time to all hand holes and manholes in the City belonging to a Communications Services Provider. Before accessing any manhole, the City will make a reasonable good faith effort to provide the Communications Services Provider prior notice to afford an opportunity to have trained personnel present, unless determined by the City to be an emergency situation.

(6) *Compatibility, Capacity and Interference Issues.* To properly manage and control the use of the Public Rights-of-Way, and to protect the health, safety and general welfare of the public, the City, in its legislative and regulatory role, shall be the final authority on permitting a Communications System or Facility to be placed in the Public Rights-of-Way and shall exercise such authority in a non-discriminatory manner. It shall be in the sole discretion of the City Attorney whether an easement is compatible with or allows for its use by a Communications System or Facility. It shall be in the sole discretion of the City, based on the nature, design, size, configuration or proposed location of any Communications System or Facility, whether there is sufficient capacity in a particular section of the Public Rights-of-Way or whether such System or Facility will interfere with the Facilities or equipment of any municipality, county, public utility, cable operator, or other Communications Service Provider.

(7) *No Warranty of Fitness or Suitability.* The City makes no express or implied warranties or representations regarding the fitness, suitability, or availability of the Public Rights-of-Way for any Communications System or Facility or its right to authorize the placement or maintenance of any Communications System or Facility in the Public Rights-of-Way. Any performance of work, costs incurred or

services rendered by a Communications Services Provider shall be at such Provider's sole risk. Nothing in this Chapter shall affect the City's authority to acquire or add Public Rights-of-Way, or to vacate or abandon Public Rights-of-Way as provided for in the City Code or applicable law. The City makes no express or implied warranties or representations regarding the availability of any acquired, added, vacated or abandoned Public Rights-of-Way for a Communications System or Facility.

(8) *Annexations.* Upon the annexation of any territory to the City of South Bay, the provisions of this Chapter and the rules, regulations and general conditions contained herein shall extend to the territories so annexed; and all Facilities placed, maintained, owned or operated by any Communications Services Provider extending into or already located in the Public Rights-of-Way of the territory so annexed, shall thereafter be subject to all terms hereof, as the same may be amended from time to time.

Sec. 33-07. - Duty to Notify City of Resellers; Conditional Use of Public Rights-of-Way. Within thirty (30) days of any Registered Communications Services Provider using its Facilities to carry the Communication Services of any Reseller, such Communications Services Provider shall notify the City of the name and address of such Reseller. A Reseller's lease, interconnection or other use of Facilities belonging to a Communications Services Provider duly Registered in accordance with Section 33-04 and properly permitted to place or maintain its Facilities in the Public Rights-of-Way, does not, and shall not, afford such Reseller any right, claim or cause of action to impede the lawful exercise of the City's rights or police powers, including, but not limited to, requiring the Registered Communications Services Provider to remove such Facilities from the Public Rights-of-Way.

Sec. 33-08. - Wireless Facilities.

(a) *Generally.* The placement of telecommunication towers and antennae anywhere in the corporate limits of the City shall in all cases be subject to the City's zoning and land use regulations as allowed pursuant to State law. Where placement of a wireless antenna in the Public Rights-of-Way has been approved by the City and to the extent not inconsistent with any City zoning and land use regulations, a wireless antenna attached to a permitted and legally maintained vertical structure in the Public Rights-of-Way, such as a light pole or utility pole, shall, unless otherwise agreed to by the City in writing:

- (1) not extend more than 10 feet above the highest point of the vertical structure;
- (2) not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;
- (3) comply with any applicable Federal Communications Commission Emissions Standards;
- (4) comply with any applicable local building codes in terms of design, construction and installation; and

(5) not contain any commercial advertising thereon.

(b) *Small Wireless Facilities in Public Rights-of Way.* The City hereby adopts the following rules that will apply to the Collocation of Small Wireless Facilities In Public Rights-of-Way for all Applications filed on or after July 1, 2017:

(1) *General Conditions.* Applicants seeking permission to Collocate or install Small Wireless Facilities within Public Rights-of-Way shall comply with the registration, insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, City liability, and City warranties provisions contained in this Chapter 33; provided, however, that the review timeframes and denial criteria of this Subsection 33-08(b) shall control.

(2) *Filing, Review, and Processing of Applications.* The City shall accept Applications for permits and shall process and issue permits for the Collocation of Small Wireless Facilities In Public Rights-Of-Way subject to the following requirements:

a. The Applicant shall as a part of its Application provide information necessary to demonstrate the applicant's compliance with the applicable provisions of Chapter 33 for the placement of Small Wireless Facilities in the locations identified in the Application, and shall bear the burden of demonstrating compliance therewith.

b. Within 14 days after the date of filing the Application, the City may request that the proposed location of a Small Wireless Facility be moved to another location in the right-of-way and placed on an alternative City Utility Pole or support structure or may place a new Utility Pole. The City and the Applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the Applicant, the Applicant must notify the City of such acceptance and the Application shall be deemed granted for any new location for which there is agreement and all other locations in the Application. If an agreement is not reached, the Applicant must notify the City of such non-agreement and the City must grant or deny the original Application within 90 days after the date the Application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

c. The City hereby limits the height of a Small Wireless Facility to 10 feet above the Utility Pole or structure upon which the Small Wireless Facility is to be collocated. Unless waived by the City, the height for a new Utility Pole is limited to the tallest existing Utility Pole as of July 1, 2017, located in the same Public Right-Of-Way, other than a Utility Pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Small Wireless Facility. If there is no Utility Pole within 500 feet, the City shall limit the height of the Utility Pole to 50 feet.

d. Within 14 days after receiving an Application, the City must determine and notify the Applicant by electronic mail as to whether the Application is complete. If an Application is deemed incomplete, the City must specifically identify the missing information. An Application is deemed complete if the City fails to provide notification to the Applicant within 14 days.

e. The City shall process all Applications on a nondiscriminatory basis. If the City fails to approve or deny a complete application within 60 days after receipt of the Application, the Application is deemed approved. If the City does not use the 30-day negotiation period provided herein., the parties may mutually agree to extend the 60-day Application review period. The City shall grant or deny the Application at the end of the extended period.

f. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the City.

g. The City shall notify the Applicant of approval or denial by electronic mail. The City shall approve a complete Application unless it does not meet the applicable provisions of this Chapter 33.

h. If the Application is denied, the City shall specify in writing the basis for denial, including the specific code provisions on which the denial is based, and shall send the documentation to the Applicant by electronic mail on the day the City denies the Application.

i. The Applicant may cure the deficiencies identified by the City and resubmit the Application within 30 days after notice of the denial is sent to the Applicant. Failure by the Applicant to timely resubmit the Application shall result in a final denial of the Application. The City shall approve or deny a timely filed revised Application within 30 days after receipt or the Application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

j. An Applicant seeking to Collocate Small Wireless Facilities within the City's boundaries may, at the Applicant's discretion, file a consolidated application with the City and receive a single permit for the Collocation of up to 30 Small Wireless Facilities. If the Application includes multiple Small Wireless Facilities, the City may separately address Small Wireless Facility Collocations for which incomplete information has been received or which are denied.

k. The City may deny a proposed Collocation of a Small Wireless Facility In The Public Rights-of-Way if the proposed Collocation:

1. Materially interferes with the safe operation of traffic control equipment.
2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.

3. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
4. Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.
5. Fails to comply with applicable codes and the applicable provisions of this Chapter 33.

l. Notwithstanding anything to the contrary contained herein, the City may reserve space on City Utility Poles for future public safety uses. If replacement of a City utility pole is necessary to accommodate the collocation of the Small Wireless Facility and the future public safety use, the pole replacement is subject to the make-ready provisions of this ordinance and the replaced pole shall accommodate the future public safety use.

m. A structure granted a permit and installed pursuant to this subsection 33-08 (b) shall comply with chapter 333, Florida Statutes, and federal regulations pertaining to airport airspace protections.

n. The City does not require approval or fees for (i) routine maintenance, (ii) replacement of existing Wireless Facilities with substantially similar Wireless Facilities, or (iii) installation, placement, maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing Utility Poles in compliances with applicable codes by or for a Communications Services Provider authorized to occupy the Public Rights of-Way and who is remitting taxes under Chapter 202, Florida Statutes.

(3) *Collocation of Small Wireless Facilities on City Utility Poles.* Collocation of small wireless facilities on City utility poles is subject to the following requirements:

a. The City shall not enter into an exclusive arrangement with any Person for the right to attach equipment to City Utility Poles.

b. The rates and fees for Collocations on City Utility Poles must be nondiscriminatory, regardless of the services provided by the collocating person.

c. The City hereby levies, establishes, and sets an annual rate that shall be paid by all those Applicants who file an Application to Collocate Small Wireless Facilities on City Utility Poles in the amount of \$150 per pole per year. The initial payment shall be made as a condition of the granting of the permit, with remaining annual payments to be made in all subsequent years on the same date.

d. Agreements between the City and Wireless Providers that are in effect on July 1, 2017, and that relate to the Collocation of Small Wireless Facilities in the right-of-way, including the Collocation of Small Wireless Facilities on City Utility Poles, remain in effect, subject to applicable termination provisions. The Wireless Provider may accept

the rates, fees, and terms established under this subsection for Small Wireless Facilities and Utility Poles that are the subject of an application submitted after the rates, fees, and terms become effective.

e. For a City Utility Pole that supports an aerial facility used to provide Communications Services or Electric Service by another, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

f. For an City utility pole that does not support an aerial facility used to provide communications services or electric service by another, the City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Collocation, including necessary pole replacement, within 60 days after receipt of a complete Application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the Applicant. Alternatively, the City may require the Applicant seeking to collocate a Small Wireless Facility to provide a make-ready estimate at the Applicant's expense for the work necessary to support the Small Wireless Facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The City may not condition or restrict the manner in which the Applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered Utility Pole shall remain the property of the City.

g. The City may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to Communications Services Providers other than Wireless Services Providers for similar work and may not include any consultant fee or expense.

(4) *Placement of Utility Poles In the Public Rights-of-Way In Support of Collocation of Small Wireless Facilities.* A Wireless Infrastructure Provider may apply to the City to place Utility Poles In The Public Rights-of-Way to support the Collocation of Small Wireless Facilities. The Application must include an attestation that Small Wireless Facilities will be collocated on the Utility Pole or structure and will be used by a Wireless Services Provider to provide service within 9 months after the date the Application is approved by the City. The City shall accept and process the Application in accordance with Subsection 33-08(b) and any applicable codes and other local codes governing the placement of Utility Poles In The Public Rights-of-Way.

(5) *Application and Enforcement of Historic Preservation Zoning Regulations.* Consistent with preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), and the National Historic Preservation Act of 1966, as amended, this Subsection 33-08(b) is subject to the provisions of Chapter 38, City Code, Historic Preservation.

(6) *Prohibited Collocations, Attachments, Installations, and Services Not Authorized by Subsection 23-08(b).* This subsection 33-08(b) does not authorize, and the City hereby prohibits, the following:

a. This Subsection 33-08(b) does not authorize a Person to Collocate or attach Wireless Facilities, including any Antenna, Micro Wireless Facility, or Small Wireless Facility, on a privately owned Utility Pole, a Utility Pole owned by an electric cooperative or a municipal electric utility, a privately owned Wireless Support Structure, or other private property without the consent of the property owner.

b. The approval of the installation, placement, maintenance, or operation of a Small Wireless Facility pursuant to this Subsection 33-08(b) does not authorize the provision of any voice, data, or Video Services or the installation, placement, maintenance, or operation of any Communications Facilities other than Small Wireless Facilities In The Public Right-of-Way.

c. This Subsection 33-08(b) does not affect provisions relating to Pass-Through Providers contained in this Ordinance and contained in Section 337.401(6), Florida Statutes.

d. This Subsection 33-08(b) does not apply to the installation, placement, maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such Collocation or construction shall be only as provided by the City's underground utilities ordinance.

e. This Subsection 33-08(b) does not authorize a Person to Collocate Small Wireless Facilities or Micro Wireless Facilities on a City Utility Pole or erect a Wireless Support Structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does not apply to the installation, placement, maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities.

Sec. 33-09. - Revocation or Suspension of Division 2 Permits.

Subject to Section 33-11, the City may revoke any Division 2 Permit currently issued to a Communications Services Provider for work in the Public Rights-of-Way or suspend the issuance of Division 2 Permits in the future to a Communications

Services Provider for, in addition to any other circumstances provided for in this Chapter, one or more of the following reasons:

- (a) a violation of permit conditions, including conditions set forth in the permit, this Chapter 33, and other applicable codes or regulations governing the placement or maintenance of Communications Facilities in the Public Rights-of-Way;
- (b) a misrepresentation or fraud made or committed on the part of the Communications Services Provider in the Registration process or in the application for a Division 2 Permit;
- (c) the failure to properly renew the Registration or the ineffectiveness of Registration; or
- (d) the failure to relocate or remove Communications Facilities as may be required by the City pursuant to this Chapter 33.

The City shall provide notice and an opportunity to cure any violation of (a) through (d) above, each of which shall be reasonable under the circumstances.

Sec. 33-10. - Involuntary Termination of Registration.

(a) The City may terminate a Registration if:

- (1) a Federal or State authority suspends, denies, or revokes a Communications Services Provider's certification or license to provide Communications Services;
- (2) the Communications Services Provider's placement or maintenance of a Communications Facility in the Public Rights-of-Way presents an extraordinary danger to the general public or other users of the Public Rights-of-Way and the Communications Services Provider fails to remedy the danger promptly after receipt of written notice;
- (3) the Communications Services Provider ceases to use all of its Communications Facilities in the Public Rights-of-Way and has not complied with Section 33-21 herein; or
- (4) the Communications Services Provider fails to comply with any of the rules, regulations or general conditions set forth in Section 33-06 herein.

(b) Prior to termination of a Registration, the Communications Services Provider shall be notified by the City with a written notice setting forth all matters pertinent to the proposed termination, including which of (1) through (4) above is applicable as the reason therefore. The Communications Services Provider shall have thirty (30) days after receipt of such notice within which to eliminate the reason or within which to present a plan, satisfactory to the City, to accomplish the same. If not eliminated or if the plan presented is rejected, the City shall provide written notice of such rejection to the Communications Services Provider and a final determination to terminate Registration. A final determination to terminate Registration may be appealed in accordance with the procedures set forth in Section 33-11.

(c) In the event of termination, following any appeal period, the Communications Services Provider formerly Registered shall: (1) notify the City of the assumption or anticipated assumption by another registrant of ownership of the Communications Services Provider's Facilities in Public Rights-of-Way or (2) provide the City with an acceptable plan for disposition of its Communications Facilities in the Public Rights-of-Way. If a Communications Services Provider fails to comply with this subsection (c), which determination of non-compliance is subject to appeal as provided in Section 23-11, the City may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the Facilities where another Person has not assumed the ownership or physical control of the Facilities or requiring the Communications Services Provider within 90 days of the termination, or such longer period as may be mutually agreed to between the City and the Communications Services Provider, to remove some or all of the Communications Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way to their original condition prior to such removal.

(d) In any event, a Communications Services Provider whose Registration has been terminated shall take such steps as are necessary to render safe every portion of the Communications Facilities remaining in the Public Rights-of-Way.

(e) In the event of termination of a Registration, this Section does not authorize the City to cause the removal of Communications Facilities used to provide another service for which the Communications Services Provider or another Person who owns or exercises physical control over the Communications Facilities holds a valid certification or license with the governing Federal or State agency, if required for provision of such service, and who is Registered with the City, if required.

(f) The City's right to terminate a Registration shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of the right to terminate Registration will affect or preclude any other right the City may have.

Sec. 33-11. - Appeals.

Final determinations by appropriate City staff denying an initial Registration; denying an application for renewal of a Registration; terminating a Registration; or denying, revoking or suspending any Division 2 Permit are subject to appeal. A notice of appeal of such decision may be filed with the City's Manager within thirty (30) days of the date of the final, written decision to be appealed. The City Manager shall have thirty (30) days from the date the appeal is filed to review the matter and render a written decision to uphold or reverse the final decision made by staff. If the City Manager upholds the final decision of staff, the appellant may file a notice of appeal with the City Clerk within thirty (30) days of the date of the written decision of the City Manager. The City Clerk shall set the matter for hearing before the City Commission at any regular meeting of City Commission scheduled within forty-five (45) days of the date that the notice of appeal is filed with the City Clerk, unless waived by the

Communications Services Provider. A ruling may be made at the hearing or at the next regularly scheduled City Commission meeting and the Communications Services Provider shall be notified of the decision in writing within thirty (30) days thereof. Where a notice of appeal to the City Manager or the City Clerk is not timely filed as provided herein, such right to appeal shall be waived. Upon correction by the Communications Services Provider of the circumstances that gave rise to a suspension or denial of a Division 2 Permit, the suspension or denial shall be lifted (the same does not apply to the revocation of a Division 2 Permit).

Sec. 33-12. – Fees Applicable to Those Not Subject to Communications Services Tax.

While the Florida Legislature has prohibited municipalities from requiring providers of communications services who have registered with the Florida Department of Revenue from having to enter into franchise agreements or license arrangements as a condition to placing or maintaining Communications Facilities in the Public Rights-of-Way, the City expressly reserves the right to require the payment of consideration or regulatory fees by Persons using or occupying the Public Rights-of-Way in other capacities. The City reserves the right to require such payments based on the type of user and to the extent as follows:

(a) *Dealer.* Except as provided in paragraph (16) of subsection 33-06.(b), a Communications Services Provider who meets the definition of Dealer as set forth in this Chapter 33 and who has Registered in accordance with Section 33-04 is not required to enter into a franchise agreement or license arrangement with the City as a condition to placing or maintaining Communications Facilities in the Public Rights-of-Way, nor is a Dealer required to make payment of any franchise fees, license fees or other user fees to the City as consideration for the use or occupancy of the Public Rights-of-Way for the provision of Communication Services.

(b) *Pass-through Provider and Pass Through Facilities.* A Communications Services Provider who meets the definition of Pass-through Provider as set forth in this Chapter 33 and who is not subject to the City of South Bay's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, Florida Statutes shall pay the city the maximum annual amount allowed under Section 337.401(6)(b), Florida Statutes, as amended. For purposes of calculating payments hereunder, each separate pole or tower installed or maintained by a Pass-through Provider for purposes of supporting Antennas for other over-the-air radio transmission or reception equipment In The Public Rights-of-Way shall comprise a separate Communications Facility subject to assessment of a separate permit fee in the amount of five hundred dollars (\$500.00) per linear mile, or portion thereof, up to the maximum amount allowed under Section 337.401(6)(b), Florida Statutes, whichever is higher. The annual amount referred to above shall

be due and payable on October 1 of every year beginning on October 1, 2017. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one percent per month from the date due until paid. The acceptance of any payment required hereunder by the City shall not be construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the City may have for additional sums due and payable or authorization to install any facilities In The Public Rights-of- Way.

(c) *Other Persons.* All other Persons, except Government, are required to pay the City, as consideration for the use or occupancy of the Public Rights-of-Way for the placement or maintenance of Communications Facilities, an amount based on and in accordance with Section 33-12(b) of the City Code.

(d) *Government.* A Government is not required to pay the City consideration for the use or occupancy of the Public Rights-of-Way for the placement or maintenance of Communications Facilities, unless such Facilities are being used by such Government or a Communications Services Provider, including Resellers, to offer or provide Communication Services other than for such Government's internal non-commercial use, in which event the Government, where not subject to the City of South Bay's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, Florida Statutes is required to pay the City, as consideration for the use or occupancy of the Public Rights-of-Way by or through its Facilities placed therein after October 1, 2017, an amount based on and in accordance with Section 33-12(b) of the City Code or such other amount or rate of compensation as mutually agreed to in writing by the Government and the City.

Sec. 33-13. - Existing Communications Facility.

A Communications Services Provider with a Facility in the Public Rights-of-Way as of the effective date of this Chapter 33 has until October 1, 2017 to comply with the provisions of this Chapter, including, but not limited to, Registration, or be in violation thereof.

Sec. 33-14. - Insurance.

(a) At all times during the use or occupancy of the Public Rights-of-Way, including any time during placement or maintenance of Communications Facilities, the Communications Services Provider shall obtain, pay all premiums for, and maintain satisfactory to the City the types of insurance policies and coverage limits described in this Section 33-14. Nothing contained in this Chapter shall limit a Communications Services Provider's liability to the City to the limits of insurance certified or carried.

(1) Commercial general liability insurance valid in the State of Florida, including contractual liability and products completed operations liability coverage on an

occurrence basis, which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury, personal injury or death, or property damage and in an amount not less than Two Million Dollars (\$2,000,000) policy aggregate for each personal injury liability, broad form property damage (without XCU exclusions), contractual liability and products-completed operations liability. (2) Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.

(2) Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.

(3) Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the Statutory limit for Workers' Compensation.

(4) Employer's liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) each accident for employer's liability.

(a) At all times during the use or occupancy of the Public Rights-of-Way, including any time during placement or maintenance of Communications Facilities, the Communications Services Provider shall obtain, pay all premiums for, and maintain satisfactory to the City the types of insurance policies and coverage limits described in this Section 23-14. Nothing contained in this Chapter shall limit a Communications Services Provider's liability to the City to the limits of insurance certified or carried.

(1) Commercial general liability insurance valid in the State of Florida, including contractual liability and products completed operations liability coverage on an occurrence basis, which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury, personal injury or death, or property damage and in an amount not less than Two Million Dollars (\$2,000,000) policy aggregate for each personal injury liability, broad form property damage (without XCU exclusions), contractual liability and products-completed operations liability.

(2) Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.

(3) Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the Statutory limit for Workers' Compensation.

(b) All insurance providers used shall be admitted and duly authorized to do business in the State of Florida and shall have assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000 to \$500,000,000 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies shall name the City, its council members, officers, and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of Communications Facilities in the Public Rights-of-Way or other activities under this Chapter. Each Communications Services Provider shall furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy shall be canceled, nor shall the occurrence or aggregate limits set forth herein be reduced, until the City has received at least thirty (30) days' advance written notice by registered, certified or regular mail or facsimile of any cancellation, intent not to renew or reduction in policy coverage. Each Communications Services Provider shall be responsible for notifying the City of such cancellation, intent not to renew or reduction in coverage. All Certificate(s) of Insurance, including all endorsements and riders, evidencing insurance coverage shall be submitted to the City within thirty (30) days after the date of registration with the City in order for a Communications Services Provider to obtain Division 2 Permits required for construction in the Public Rights-of-Way. Each Communications Services Provider shall, in the event of any such notice described above, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Communications Services Provider of such notice.

(c) The Certificate(s) of Insurance forms must be properly executed by the authorized representative of the insurance provider and must include all endorsements, riders and notices. Each Communications Services Provider shall file and maintain with the City on an annual basis the required Certificate(s) of Insurance. The Certificate(s) of Insurance must indicate the following:

(1) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; that the policy coverage "pertains the requirements of Section 23.14 of the South Bay Communications Facilities in Public Rights-of-Way Ordinance;" policy expiration date; and specific coverage amounts; and

(2) any applicable deductibles or self-insured retentions; and

(3) that the City, its council members, officers and employees are additional insureds; and

(4) that the City shall receive thirty (30) days' advance written notice of cancellation, intent not to renew or reduction in coverage; and

(5) that the commercial general liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

(d) Under extraordinary circumstances a Communications Services Provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City Manager, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of Facilities in the Public Rights-of-Way. The Communications Services Provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

Sec. 33-15. - Indemnification.

(a) Except with respect to the willful misconduct, negligence or gross negligence of the City, a Communications Services Provider, by act of Registering with the City as such, shall be obligated, at its sole cost and expense, to defend, indemnify and hold harmless the City, its officials, commissioners, agents and employees from and against any and all claims, suits, causes of action, proceedings, liabilities and judgments for damages or equitable relief, and costs and expenses arising out of or in connection with the placement or maintenance of its Communications Facilities in the Public Rights-of-Way by the Communications Services Provider or its agent or hired contractor. This indemnification provision shall include, but not be limited to, such damages and penalties arising out of claims (1) by any Person whatsoever on account of (i) bodily injury to a person or persons, (ii) death of a person or persons or (iii) property damage, where any of the foregoing is occasioned by the operations of the Communications Services Provider, or alleged to have been so caused or occurred or (2) involving the Communications Services Provider's violation of any easement or private property rights.

(b) Nothing in this Section shall prohibit the City from participating in the defense of any litigation by its own counsel if in the City's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict.

(c) Indemnified costs and expenses shall include, but not be limited to, all out-of-pocket expenses and reasonable attorneys' fees in defending against any such claim, suit or proceeding, and shall also include the reasonable value of any services rendered by the City Attorney or his assistants or any consultants, agents and employees of the City. The City will attempt to notify the Communications Services Provider, in writing, within a reasonable time of the City's receiving notice of any issue it determines may require indemnification.

(d) Nothing contained in this subsection shall be construed or interpreted: (1) as denying the City, the Communications Services Provider or any Person any remedy or defense available to them under the laws of the State of Florida; or (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as it may be amended.

(e) The indemnification requirements shall survive and be in effect after the termination or cancellation of a Registration.

Sec. 33-16. - Construction Bond.

(a) Prior to issuance of any Division 2 Permit where the type of work allowed under the permit will require restoration of the Public Rights-of-Way, the Communications Services Provider or the contractor performing such work on its behalf shall obtain, pay for and file with the City a construction bond. The construction bond shall serve to guarantee the timeliness and quality of the construction and restoration work and to secure, and enable the City to recover, all costs related to the restoration of the Public Rights-of-Way in the event the Communications Services Provider or its contractor fails to make such restoration to the City's satisfaction or causes damage to the Public Rights-of-Way during construction. The construction bond must name the City as South Bay and be in the face amount of Fifteen Thousand Dollars (\$15,000) conditioned upon the full and faithful completion of construction and restoration of the Public Rights-of-Way to its original condition. Six (6) months following completion and inspection of the restoration of the Public Rights-of-Way satisfactory to the City, the Communications Services Provider or its contractor, as the case may be, may reduce the face amount of the construction bond to Five Thousand Dollars (\$5,000) and, thereafter, may allow the bond to lapse in accordance with its terms. However, for any subsequent work in the Public Rights-of-Way, the Communications Services Provider or its contractor will be required to replenish any existing construction bond or provide a new construction bond in the face amount of Fifteen Thousand Dollars (\$15,000). The construction bond shall be in a form acceptable to the City Attorney and must be issued by a surety having a rating reasonably acceptable to the City and authorized by the Florida Department of Insurance to issue surety bonds in this State.

(b) The construction bond must be issued as non-cancelable and be for a term of not less than twelve (12) months. In the event the term of any construction bond expires, or is reasonably expected to expire, prior to the completion of construction, restoration and City inspection, the Communications Services Provider, or the contractor acting on its behalf, shall immediately obtain, pay for, and file with the City a replacement bond

(c) The City's requirement of a construction bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The City's right to recover under the construction bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other

law, and no action, proceeding or exercise of a right with respect to the construction bond will affect or preclude any other right the City may have.

Sec. 33-17. - Performance Bond.

(a) Before any Communications Services Provider is permitted to begin the placement or maintenance of an initial build, any substantial rebuild, upgrade or extension of its Communications System, or when construction plans show that there would be at least one thousand (1,000) feet of open trenching in the Public Rights-of-Way at any given time, the Communications Services Provider is required to obtain, pay for, and file with the City a performance bond. The performance bond must name the City as South Bay and be in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000) conditioned upon the full and faithful compliance by the Communications Services Provider with all requirements, duties and obligations imposed by the provisions of the South Bay Communications Right-of-Way Utilization Ordinance during, and through completion of, the placement or maintenance project. The performance bond shall be in a form acceptable to the City Attorney and must be issued by a surety having a rating reasonably acceptable to the City and authorized by the Florida Department of Insurance to issue performance bonds in this State.

(b) The performance bond must be issued as non-cancelable and be for a term consistent with the reasonably expected duration of the particular placement or maintenance project (including restoration and City inspection), but in no event less than eighteen (18) months. In the event the term of any performance bond expires, or is reasonably expected to expire, prior to the completion of such placement or maintenance project, including restoration and City inspection, the Communications Services Provider shall immediately obtain, pay for, and file with the City a replacement bond.

(c) The City's requirement of a performance bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the Communications Services Provider's failure to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding, and the cost of removal or abandonment of any property.

Sec. 33-18. - Security Fund.

Every Communications Services Provider shall make a Twenty-Five Thousand Dollar (\$25,000) cash deposit, or shall file with the city an irrevocable letter of credit or acceptable equivalent in the same amount, which shall serve, and be referred to, as the "Security Fund." The Security Fund shall be conditioned upon the full and faithful compliance with and performance by the Communications Services Provider of all requirements, duties and obligations imposed by the provisions of the South Bay Communications Right-of-Way Utilization Ordinance at all times. The letter of credit shall be in a form and issued by an institution acceptable to the City's Chief Financial Officer. Should the City draw upon the Security Fund, it shall promptly notify the Communications Services Provider, and the Communications Services Provider shall promptly restore the cash deposit or letter of credit to the full amount. The Security Fund shall be maintained until the later of (a) the effective date of transfer, sale or assignment by the Communications Services Provider of all its Facilities In The Public Rights-of-Way, (b) twelve (12) months after the removal or abandonment by the Communications Services Provider of all of its Facilities in the Public Rights-of-Way or (c) six (6) months after the termination of Registration, including any appeals undertaken pursuant to Section 33.11 herein. Upon the later of these events the cash deposit will be returned without interest or the letter of credit may be cancelled. In the event a Communications Services Provider fails to perform any requirement, duty or obligation imposed upon it by the provisions of this Chapter, there shall be recoverable, jointly and severally from the Security Fund, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any Facilities in Public Rights-of-Way, plus a reasonable allowance for attorneys' fees, up to the full amount of the Security Fund.

Sec. 33-19. - Enforcement Remedies.

(a) No provision of this Chapter shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provisions of this Chapter, the Registration provisions, or any rule, regulation or general condition provided for hereunder, whether administratively, judicially or both. Neither the existence of other remedies identified in this Chapter nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover fines, penalties or monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the Communications Services Provider. The remedies available to the City shall be cumulative and in addition to any other remedies provided by law or equity. The laws of the State of Florida shall govern with respect to any proceeding in law or equity pertaining to the enforcement of this Chapter or any cause of action arising out of or in connection herewith.

(b) A Communications Services Provider's failure to comply with provisions of this Chapter shall constitute a City Code violation and shall subject the Communications Service Provider to the code enforcement provisions of the City

and may be punishable as provided in Section 162.22, Florida Statutes, as it may be amended.

(c) In any proceeding before the City Commission where there exists an issue with respect to a Communications Services Provider's performance of its obligations pursuant to this Chapter, the Communications Services Provider shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Ordinance. The City may find a Communications Services Provider that does not demonstrate compliance with the terms and conditions of this Chapter in default and apply any appropriate remedy or remedies as authorized by this Ordinance. In determining which remedy is appropriate, the City Commission shall take into consideration the nature of the violation, the Person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the City Commission determines are appropriate to the public interest.

(d) Failure of the City to enforce any requirements of this Chapter shall not constitute a waiver of the City's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 33-20. - Abandonment of a Communications Facility.

(a) Upon Abandonment of any Facility owned by a Communications Services Provider in the Public Rights-of-Way, the Communications Services Provider shall notify the City within sixty (60) days.

(b) The City may direct the Communications Services Provider, by written notice, to remove all or any portion of such Abandoned Communications Facility at the Communications Services Provider's sole expense if the City determines that the Abandoned Communications Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such Communications Facility: (1) compromises safety at any time for any Public Rights-of-Way user; (2) compromises the safety of other Persons performing placement or maintenance of Communications Facilities in the Public Rights-of-Way; (3) prevents another Person from locating other facilities in the area of the Public Rights-of-Way where the Abandoned Communications Facility is located when other alternative locations are not reasonably available; or (4) creates a maintenance condition that is disruptive to the use of the Public Rights-of-Way. In the event of (2), the City may require the third Person to coordinate with the Communications Services Provider that owns the existing Communications Facility for joint removal and placement, where agreed to by the Communications Services Provider.

(c) If the Communications Services Provider fails to remove all or any portion of an Abandoned Communications Facility as directed by the City within the time period specified in the written notice, which time period must be reasonable under the

circumstances, the City may perform such removal and charge the cost of the removal against the Communications Services Provider.

(d) In the event that the City does not direct the removal of the Abandoned Communications Facility, the Communications Services Provider, by its notice of Abandonment to the City, shall be deemed to consent to the alteration or removal of all or any portion of such abandoned Facility by the City or other Person, provided that the cost of the alteration or removal is not borne by the Communications Services Provider.

Sec. 33-21. - Reservation of Rights.

The City hereby expressly reserves all of the following rights:

(a) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use and regulation of the Public Rights-of-Way.

(b) To amend this Chapter as it shall find necessary in the lawful exercise of its municipal authority.

(c) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as City Commission finds necessary in the exercise of the City's police powers.

(d) To exercise the power of eminent domain, consistent with applicable federal and state law, to acquire property that may include that property owned or leased by a Communications Services Provider.

(e) As and when deemed necessary by City Commission to be in the interest of the City or its residents, to abandon portions of the Public Rights-of-Way within the proper exercise of its municipal authority and without notice to or the consent of any Communications Services Provider. The City shall not be responsible for any costs, damages, loss or other expense to the Communications Services Provider as a result of the City's abandonment of any Public Rights-of-Way.

(f) To place and maintain, and franchise or permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in the Public Rights-of-Way occupied by any Communications Services Provider.

(g) Without limitation, the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of any Public Rights-of-Way within the City limits and within said limits as the same may from time to time be altered.

(h) To require a Reseller to Register in accordance with Section 33-04 to the extent such Reseller wants the right to place or maintain Facilities in the Public Rights-

of-Way. Any Person using or leasing Facilities owned by a Registered Communications Services Provider is not, therefore, entitled to any rights to place or maintain Communications Facilities in the Public Rights-of-Way, unless such Person themselves Registers with the City.

Section 3. Conflict and Repealer.

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

Section 4. Inclusion into the Code of Ordinances.

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

Section 5. Severability.


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

Section 6. Effective Date.

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

PASSED FIRST READING this 21st day of November 2017.

PASSED SECOND READING this _____ day of _____ 2017.


Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Shanique S. Scott

Taranza 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 30, 2017
Ref. Weekly check register

Enclosed, please find the summary of check register as of November 30, 2017:

General Fund

• Utility:	
Earthlink	\$ 1,302.57
• PBC Sheriff	15,078.00
• PBC Tax Collector	5,821.44
• Solid Waste Authority	12,773.19
• Coastal Network	1,500.00
• A. Hamilton	2,800.00
• Deposit refund	300.00
• Purchased of supplies, materials and parts	889.83 A
• Payment for various services	2,306.25 B
• Payroll deductions	2,877.15 C
• Other	3,606.51 D
Total	\$ 49,254.94

W & S

US Water	\$ 3,942.43
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Sanitation Fund

Waste Management	\$ 31,604.15
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Revenues:

• FP & L (Franchise & Utility tax)	\$ 42,256.85
• Ad Valorem	29,087.25
• Communication Tax	4,266.69
• Local Option Gas Tax	10,089.27
• DOT	210,434.03
• Rental	1,250.00
• Sales Tax & Revenue Sharing	56,065.67
• Total	\$ 353,449.76

AP Check Register Report

City Of South Bay (CSBFND)

11/27/2017 2:05:39 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10392	AFLAC	AFLAC	11/27/2017	1,905.29 C
10393	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	11/27/2017	1,500.00
10394	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	11/27/2017	113.50 C
10395	DELTACOM 1058	EARTHLINK	11/27/2017	1,302.57
10396	EDGAR KERR	EDGAR W. KERR	11/27/2017	232.50 D
10397	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	11/27/2017	80.85 A
10398	EVERGLADES TRADING	EVERGLADES TRADING	11/27/2017	6.17 J
10399	FIRST UNITED METHODIST	FIRST UNITED METHODIST CHURCH	11/27/2017	513.00 D
10400	IAMAW	IAMAW	11/27/2017	324.72 C
10401	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	11/27/2017	90.50 B
10402	KELLY TRACTOR	KELLY TRACTOR	11/27/2017	205.56 A
10403	LAKE HARDWARE	LAKE HARDWARE	11/27/2017	32.36 J
10404	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	11/27/2017	47.00 J
10405	MAILFINANCE	MAILFINANCE	11/27/2017	342.00 B
10406	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	11/27/2017	15,078.00
10407	ROBBIE TIRE	ROBBIE TIRE	11/27/2017	8.00 B
10408	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	11/27/2017	180.00 J
10409	SOLID WASTE AUTHORIT	SOLID WASTE AUTHORITY	11/27/2017	12,773.19
10410	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	11/27/2017	533.64 C
10411	SONNY'S BBQ	SONNY'S BBQ	11/27/2017	1,244.52 D
10412	THE PALM BEACH POST	CMG-PB REMITTANCE ADDRESS	11/27/2017	491.92 B
10413	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	11/27/2017	208.81 A
10414	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	11/27/2017	176.49 D
10415	XEROX CORP	XEROX CORPORATION	11/27/2017	166.65 B
Non-Electronic Transactions:				37,557.24
Total Transactions:				37,557.24

AP Check Register Report

City Of South Bay (CSBFND)

11/22/2017 11:52:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10391	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	11/22/2017	300.00
Non-Electronic Transactions:				300.00
Total Transactions:				300.00

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

11/20/2017 3:41:36 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0390	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	11/20/2017	1,000.00
Totals:			Total Transactions:	1,000.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

11/17/2017 4:29:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0389	ANDRE L. HAMILTON	ANDRE L. HAMILTON	11/17/2017	2,800.00
Totals:			Total Transactions:	2,800.00

AP Check Register Report
City Of South Bay (CSBFND)

11/17/2017 10:18:04 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10379	DELRONISHA BROWN	DELRONISHA BROWN	11/17/2017	300.00
10380	FEDERAL EXPRESS	FEDERAL EXPRESS	11/17/2017	18.68
10381	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	11/17/2017	140.00
10382	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	11/17/2017	496.63
10383	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	11/17/2017	131.10
10384	PBC TAX COLLECTOR	PALM BEACH COUNTY TAX COLLECTOR	11/17/2017	5,821.44
10385	PERFORMANCE NAPA	PERFORMANCE NAPA	11/17/2017	120.20
10386	STITCH WORK PLUS	STITCH WORK PLUS	11/17/2017	57.78
10387	U & ME RECORDS MANA	U & ME RECORDS MANAGEMENT	11/17/2017	303.02
10388	XEROX CORP	XEROX CORPORATION	11/17/2017	208.85
Non-Electronic Transactions:				7,597.70
Total Transactions:				7,597.70

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

11/28/2017 10:58:39 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2124	US WATER	U S. WATER SERVICES CORPORATION	11/28/2017	3 942 43
Totals:			Total Transactions	3 942 43

AP Check Register Report
City Of South Bay (CSBFND)

11/27/2017 3:32:23 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
154	WASTE MANAGEMENT	WASTE MANAGEMENT	11/27/2017	31,604.15
Non-Electronic Transactions:				31,604.15
Total Transactions:				31,604.15