

**AGENDA  
CITY OF SOUTH BAY  
CITY WORKSHOP  
CITY COMMISSION CHAMBERS  
FEBRUARY 07, 2017 @ 6:30 P.M.**

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

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**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.

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
  - 3a. Agenda Items – February 07, 2017 Regular Meeting**
- 4. ADJOURNMENT**

**AGENDA  
CITY OF SOUTH BAY, FLORIDA  
REGULAR CITY MEETING  
CITY COMMISSION CHAMBERS  
FEBRUARY 07, 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; MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE**
- 2. DISCLOSURE OF VOTING CONFLICTS**
- 3. PRESENTATIONS/PROCLAMATIONS**

- 3a. Certificates of Recognition – 32<sup>nd</sup> Annual Martin Luther King Oratorical Contest Winning Contestants**

**K – 2<sup>nd</sup> Grade**

- Mariah Charles – 1<sup>st</sup> Place (\$100.00)
- Adriana Ashley – 2<sup>nd</sup> Place (\$75.00)
- Precious Vickers – 3<sup>rd</sup> Place (\$50.00)

**3<sup>rd</sup> – 5<sup>th</sup> Grade**

- Jada Lovely – 1<sup>st</sup> Place (\$100.00)
- Andy Jean-Baptiste – 2<sup>nd</sup> Place (\$75.00)
- Kamia Williams – 3<sup>rd</sup> Place (\$50.00)

**6<sup>th</sup> – 8<sup>th</sup> Grade**

- Jermaine Lovely, Jr. – 1<sup>st</sup> Place (\$100.00)
- Roel Rivera – 2<sup>nd</sup> Place (\$75.00)
- Samaria Exantus – 3<sup>rd</sup> Place (\$50.00)

- 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 Meeting Minutes | - January 03, 2017 | City Workshop<br>Regular City Meeting |
| 5b. | Approval of City Meeting Minutes | - January 17, 2017 | City Workshop<br>Regular City Meeting |

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

6a. **RESOLUTION NO. 68-2017**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMERGENCY INFORMATION TECHNOLOGY SERVICES WITH COASTAL NETWORK SOLUTIONS, LLC FOR TECHNICAL SUPPORT OF THE CITY'S COMPUTER NETWORK, PROVIDING FOR AN EFFECTIVE DATE.

6b. **RESOLUTION NO. 69-2017**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TO PALM BEACH COUNTY HOUSING AUTHORITY, FOR THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, INCLUDING THE PURCHASE AND SALE AGREEMENT SET FORTH IN EXHIBIT "B"; AUTHORIZING THE CITY CLERK TO RECORD AND TRANSMIT ALL DOCUMENTS NECESSARY FOR THE SALE OF THE PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

6c. **RESOLUTION 70-2017**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN EXTENSION TO THE EXTERNAL AUDIT SERVICES AGREEMENT WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT) UNTIL SEPTEMBER 30, 2018; PROVIDING FOR EFFECTIVE DATE.

6d. **RESOLUTION NO. 71- 2017**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING, PERTAINING TO NW 1<sup>ST</sup> STREET FROM 3<sup>RD</sup> AVENUE TO 1<sup>ST</sup> AVENUE REHABILITATION PROJECT AS A CONTINUING AGREEMENT; 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 – Tuesday, February 21, 2017**

**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**13. FUTURE AGENDA ITEMS**

**14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER**

**15. ADJOURNMENT**

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**City of South Bay  
City Workshop  
January 03, 2017**

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on January 03, 2017 at 6:30 p.m.

**Present:**

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

**Staff:**

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

Mayor Kyles mentioned a presentation from the City Manager regarding the letters of interest for the park of commerce.

The City Manager stated that the City received five (5) respondent letters of interest submittals, which were Kestrel Logistics, Eagle Management and Investments, Group 3 contractors, Bridge Solutions Inc, Biochar Technologies. He said at the last meeting in December the Commission had requested that the City Manager put together a prioritization process for evaluating the presenters at the January 17, 2017 workshop.

The City Manager presented the following information/slideshow to the City Commission: *(full presentation handout/recording/Discussion available through the City Clerk's Office)*

Comprehensive Economic Development Strategy  
Economic Development Project Prioritization Process

**Park of Commerce**

1. Define and Develop
2. Establishment of Ranking Criteria
3. Subject projects to a more analytical selection process

**Institutionalizing a planning process**

**Project Selection Criteria and Weighing**

- This framework was developed as a new planning tool for which project selection can be based. At its highest level these were several considerations:

- Consider the Big Picture
- Identify the most vital links
- Assist to evaluate competing priorities
- Indicate where we as a city wish to integrate investments as well as areas we want to preserve

**Project Selection Criteria and weighting (Cont.)**

- Project criteria
- Rating
- Guidelines
- Scoring

**Project Criteria Rating/Guideline/Scoring Sheets mentioning the following items:**

- Project Effectiveness
- Supporting Business Retention and Growth
- Municipality Local Match
- Critical to Commerce
- Posted or Closed
- Design Standards
- Project Readiness
- Potential Impacts/Benefits
- Permanent Job Creation/Retainage
- City/County Comprehensive Plan
- Public/Private Sector Involvement
- Leadership and Political Support
- Maximize Existing Infrastructure
- Environmental
- Land Use
- Intermodal Benefit
- Promotes other Modes
- Other Beneficial Values
- Project Needs and Benefits
- Freight

The City Manager stated that the presentation was drafted without knowing of what the companies were determined to develop on that site.

The City Attorney said that she assumed that the City would have some ideas as to what the City would want the minimum standard to be for anyone to apply and if that is the case then some of the "things" (relating to the list discussed by the City Manager) would be out any way.

The City Manager stated that when drafting the document it was intended for not a onetime use and he put together a project criteria guideline for future projects. *(discussion to be continued at the regular city meeting)*

Vice Mayor Wilson made a comment on whether there should be information in the guideline as to when the company should begin building and a completion time and date on when it should be done. He also asked if the City was selling the land to the company that was chosen. The City Manager refereed Vice Mayor to page 6 which discussed the timeline and information on selling or leasing the land.

Mayor Kyles adjourned the City Workshop at 7:02 p.m.

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Joe Kyles, Mayor

ATTEST:

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Jessica Figueroa, City Clerk

**City of South Bay  
Regular City Meeting  
January 03, 2017**

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on January 03, 2017 at 7:03 p.m.

**Present:**

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

**Staff:**

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

Mayor Kyles called for voting conflicts. There were none.

Mayor Kyles mentioned an add on under presentations from Rob Duncan.

**Presentation**

Rob Duncan with Solutions Consultant gave a brief presentation on the following items relating to assessments on some of the cities properties: *(Full recording and slideshow handout available through the City Clerk's Office)*

- Creating Financial Solutions for the Critical Needs of Our Clients
- Today's Discussion - Industry Trends, Preliminary Findings, Improvement Opportunities, How Municipal Clients Leverage Our Expertise and Next Steps
- Industry Trends - National League of Cities
  - City Fiscal Conditions 2016
  - Example of Temple Terrace Florida (Energy & Facility Improvement Plan)
- Preliminary Findings - South Bay

**Scope of Work to Date**

- Visits to City Facilities



- Review of Operating Costs
  - Utilities
  - Repairs
  - Maintenance
- Preliminary Savings Estimates

**Findings - Aging Equipment**

- Aging HVAC - MFG Date 10/99
- Aging HVAC - (photo)
- Old Generator

**Findings - Utility Waste**

- Outdated Lighting (photo)
- Building Envelope (photo)
- No HVAC Set Back (photo)
- Water Waste (photo)

**Improvement Opportunities to Reduce Costs**

- HVAC Replacements
- Set Back Control
- Re=Commissioning/Balancing
- LED Lighting
- Lighting Controls
- Building Envelope
- LED Street Lights

**Financial Analysis - Utility Data Analysis (City of South Bay)**

**Capital Volatility Indexing**

- Asset Inventory
- Condition Evaluation
- Precise Reporting
- Financial Planning
- Solution Influence

**Proven Procurement Solution**

**Florida Statutes 489.145**

- Pro-active approach to updating Infrastructure
- Used by various government entities including:
  - Counties, Cities & Schools
- Fixed Firm Purchase Price - No Change Orders
- Guaranteed Cost Savings
- Annual financial benefits meet or exceed program costs

**Consent Agenda**

Mayor Kyles called for approval of the consent agenda. Commissioner Berry made a motion to approve the consent agenda, inclusive of December 06, 2016 City Workshop and Regular City Meeting. The motion was seconded by Vice-Mayor Wilson . The vote was unanimously approved.

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

**Resolutions**

The City Clerk read Resolution 65-20167 for the record.

Commissioner Berry made a motion to approve Resolution 65-2017, a Resolution of the City Commission of the City of South Bay, Florida strongly supporting and encouraging the United States Congress to provide the necessary and sustained funding to complete the rehabilitation of the Herbert Hoover Dike; Further strongly supporting and encouraging the United the States Army Corps of Engineers to expedite the repairs of the Herbert Hoover Dike to protect the Public Health, Safety and Welfare of the residents for the Cities of Belle Glade, Pahokee and South Bay that surround Lake Okeechobee, and to minimize the environmental and economic impact that result from Lake Okeechobee discharges to coastal estuaries; providing for transmittal; providing an effective date; and for other purposes. The motion was seconded Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 66-2017 for the record.

Commissioner Scott made a motion to approve Resolution 67-2017, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to disburse an incentive bonus of five hundred dollars (\$500.00) to each City Commissioner; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was Commissioner McKelvin, yes; Commissioner Scott, yes; Commissioner Berry, no; Vice-Mayor Wilson, yes; and Mayor Kyles, no.

The City Clerk read Resolution 67-2017 for the record.

Commissioner Berry made a motion to approve Resolution 67-2017, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached State of Florida Department of Transportation Small County Outreach Program Agreement; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson . The vote was unanimously approved.

**Ordinance (Public Hearing)**

The City Clerk read Ordinance 06-2016 on its second and final reading, for the record.

Commissioner Scott made a motion to approve Ordinance 06-2016 on its second and final reading, an Ordinance 06-2016 of the City Commission of the City of South Bay, Florida regarding medical marijuana; imposing a temporary moratorium on the establishment and operation of medical marijuana dispensing organizations and medical marijuana treatment centers within the City for a period of 180 days; providing for

applicability; providing for duration; providing for severability; and providing an effective date. The motion was seconded by Commissioner Berry. The vote was Commissioner McKelvin, yes; Commissioner Scott, yes; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, no.

### **City Manager's Report**

The City Manager mentioned the infrastructure surtax for Palm Beach County. He stated that the Palm Beach County League of Cities had put together a citizen oversight committee and is asking each municipality to join their committee or create their own. The City Manager asked the Commission if they wanted to join the Palm Beach County League of Cities or create their own oversight committee, as it related to the infrastructure surtax dollars over the next 10 years. Commissioner Berry considered a City of South Bay's oversight committee for accountability and monitoring. Commissioner Scott said "why would the City create an oversight committee, when the county had created a committee and has all the documentation, as it relates to the infrastructure surtax". Commissioner Berry stated that the City needed a voice for the Commission. Commissioner Scott said "and assign staff to do a follow up". The City Manager said "I have my instructions to move forward" and thanked the commission.

The City Manager continued his discussion for the project criteria relating to the Comprehensive Economic Development Strategy, Economic Development Project Prioritization Process (left off on page 5): *(full recording/ discussion available through the City Clerk's Office)*

- **Project is Eligible**
- **Time for Project Delivery**
- **Additional Committed Funding Partners Identified**
- **Community Development**
- **Project Expands Employment by creating or retaining sustainable jobs**

Commissioner Scott questioned the need for a rating "7" under additional committed funding partners identified. The City Manager stated that was relating to the guidelines of "Partially Receiving" but that he can take that out.

Commissioner Scott questioned the number being high under "Project expands employment by creating or retaining sustainable jobs". She asked if that related to our residents. The City Manager said that the language related to "the region" however the language can be addressed to state "locals" and "in the South Bay area".

- **Projects improves workforce training development and educational attainment**

Commissioner Berry suggested changing the rating to 0, 10, 10, 20 and stated that she wanted information on training relating to technology meaning the "employer" or "developer" is committed to a trained workforce year round.

The City Attorney said "before the manager brings it back for final approval; she would meet with the City Manager to speak on the document and bring back a good product to be introduced".

- **Project promotes or strengthens**

- **Project promotes that use and diffusion of technology**
- **Project enhances destination(s) and will attract visitors to the region**
- **Project increases international trade and supports global competitiveness**
- **County Comprehensive Plan**
- **Project support business growth**

The City Attorney suggested that the City could send the consideration out as an addendum to the Companies relating to submitting responses to some of the things that the City Manager had outlined. She warned the Commission on having the addendum as a scoring mechanism but as a consideration. She requested to work with the City Manager for the next few days and get the addendum out to the companies and give them an opportunity to respond prior to January 17th for consideration by the Commission.

Commissioner Scott agreed to give the City Attorney and the City Manager time to work together and give them information back to the Commission as a body by the next meeting. Commissioner Berry, Commissioner McKelvin, Vice-Mayor Wilson and Mayor Kyles also agreed.

Commissioner McKelvin said "for clarification, there will be no rating scale". The City Attorney clarified that there will be no rating scales but will be considerations for the Commission when reviewing the various proposals.

#### **City Clerk Report**

The City Clerk stated that the next meeting was scheduled for January 17, 2017.

#### **City Attorney Report**

The City Attorney mentioned statutes ch.489.145 relating to guaranteed energy, water, and wastewater performance savings contracting that was mentioned by a gentleman earlier in the meeting. She said that "this" is something that had to be procured and could not just get a letter for it. She said that in the meeting that would award the firm a contract, the City would have to publically notice it for "that" purpose.

#### **Commissioners comments for the good of the order**

Commissioner McKelvin and Commissioner Scott gave thanks for everyone who attended the meeting.

Commissioner Berry asked if there was a date certain regarding the letters of interest moving to the next stage. The City Manager clarified that there was no date set.

Vice-Mayor Wilson asked "how can we get the agenda five days prior to the meeting". The City Manager said that staff would work on getting that information in advance to the commission.

Vice-Mayor Wilson mentioned that the owner of the City's local hotel stepped in and housed the individuals whose apartments were condemned and asked if the City could send a thank you letter to the hotel owner. He also thanked Ms. Barbara King for the event at the park and urged Ms. King to set a date for the event for this upcoming holiday. Vice-Mayor Wilson thanked everyone who attended the meeting.

Mayor Kyles mentioned this year's Bay Fest and asked Ms. Barbara King to be involved as well as anyone else who would like to be involved. He said that he was looking forward for better things to happen within the City of South Bay. He also thanked everyone who attended the meeting.

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Joe Kyles, Mayor

ATTEST:

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Jessica Figueroa, City Clerk

**City of South Bay  
City Workshop  
January 17, 2017**

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on January 17, 2017 at 6:30 p.m.

**Present:**

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

**Staff:**

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

Mayor Kyles mentioned a presentation from Colome & Associates relating to City Parks modernization.

Liz Colome with Colome & Associates made a brief presentation of the progress and requirements relating to the City Parks. Ms. Colome mentioned the presentation in October relating to the issues relating to Cox Park and Tanner Park. She said that the presentation included a full menu of options, including totals of the options. She said that the firm did not expect that everything presented will be done, however it would be great to have it all. *(Full presentation/discussion/slideshow available through the City Clerk Office)*

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

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Joe Kyles, Mayor

ATTEST:

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Jessica Figueroa, City Clerk

**City of South Bay  
Regular City Meeting  
January 17, 2017**

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on January 17, 2017 at 7:00 p.m.

**Present:**

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

**Staff:**

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

Mayor Kyles called for voting conflicts. There were none.

**Presentation**

The City Commissioners acknowledged Sergeant Jeffery A. Garten on his recent retirement and presented him with a proclamation read for the record by the City Clerk.

Mayor Kyles mentioned a presentations from the following companies that submitted responses to the City of South Bay's request for letters of interest regarding addendum #1: *(Full discussion of presentations and/or handouts available through the City Clerk's Office).*

- Biochar Technology
- Kestrel Lo
- Bridge Solutions, Inc
- Eagle Management and Investments
- Group 3 contractors

The City Clerk stated that the following companies submitted responses to the City Clerk's office relating to addendum #1.

- Bridge Solutions Inc, submitted on January 13, 2017
- Biochar Technology submitted on January 16, 2017

- Kestrel Logistics submitted on January 17, 2017

The City Manager mentioned an issuance of a Letter of Interest in February 2016 relating to the City of South Bay's Park of Commerce and Economic Development Project. He stated that on January 05, 2017 the City Manager sent out a request for letters of interest addendum #1. He said according to the request the addendum must be submitted to South Bay City Clerk no later than 2pm on Friday, January 13, 2017.

Mayor Kyles mentioned a presentation from Biochar Technologies: *(full recording of presentation available through the City Clerk's Office)*

Ira Cor with Biochar Technologies acknowledged Dorothy Walker with Bridge Solutions and asked if she can make a comment relating to working with Biochar and Kestrel Logistics and instead of competing against one another, work competing for the residents of South Bay. *(full recording of presentation available through the City Clerk's Office)*

Ms. Walker requested that the companies have an additional 60 days to work together and come back to the commission for approval, however if the commission wanted the companies to present their presentation on the park of commerce then that wouldn't be a problem.

Mr. Cor with Biochar technologies made a brief presentation of the concept of what his company was proposing. *(full recording of presentation available through the City Clerk's Office)*

Mayor Kyles announced a presentation from Kestrel Logistics, LLC. *(Unclear, however full recording of presentation and slideshow available through the City Clerk's Office)*

The City Attorney stated that the notice for "tonight" was to hear the presentations and have some ideas that the Commission would like to consider. She made a comment relating to any recommended changes from the Commission. She recommended not to make a changes as a part of "this meeting" but a part of another process. She said "listen to each of them as you have noticed it and stay on track with "that legality" to avoid any confusion relating to the presentations.

Mayor Kyles announced a presentation from Bridge Solutions Inc. *(full recording of presentation and slideshow available through the City Clerk's Office)*

**Public Comments** *(full recording of discussions available through the City Clerk's Office)*

Mr. Joe Gluckman relating to South Bay Villas. He stated that South Bay Villas had a firm closing day of February 17, 2017 to close on financing. He said that February 18th or 19th there should be construction equipment on the site to begin construction. He said that there was a schedule of continued underwriting and approvals necessary prior to February 17th or 18th. He said "in order for this commission to receive documents that were necessary for the closing to take place that would allow the commission to consider the approval of the purchase agreement from the City of South Bay to the Palm Beach County Housing authoring of a structure at 845 Palm Beach Road. He made a request that the Commission consider a special meeting to consider the approval of the purchase agreement.

The City Attorney said that the City received a document on Friday that was already signed and she had not had a chance to review. She said that the document will be reviewed this week and did not think that a special



meeting was necessary. She stated that the City would have something for Mr. Gluckman by the next commission meeting.

Commissioner said that she did not support a special meeting, however she would support the oversight from the City Attorney reading through the documents and comparing timelines.

Vice-Mayor Wilson made a comment relating to how many local jobs would be available for the citizens in "this" area. Mr. Gluckman said that he would be comfortable to come out a later date to and dedicating his time to the Commission as it related to creating local jobs.

Commissioner McKelvin stated that he did not support a special meeting.

Mayor Kyles recommended that all the information is reviewed by the City Attorney and the document would come back before the City Commission.

Ralph Walker representing the concerned of South Bay, Belle Glade and Pahokee. He mentioned a letter that from the BDB to the City of South Bay relating to the sale of the Park of Commerce and Kestrel Logistics. He said "did the Governor of the State of Florida give them the preference relating to a contract relating to the Park of Commerce". The City Attorney said that the City would argue "that was not the case".

#### **Rosenwald Elementary School**

Commissioner McKelvin mentioned a SAC meeting tomorrow January 18, 2017 at 6:00 p.m. and an Oratorical Contest Thursday, January 19, 2017 at 6:00 p.m.

#### **Finance Report**

Commissioner Berry made a motion to table the check register report till the next meeting. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

#### **City Clerk Report**

The City Clerk mentioned a City Workshop on February 07, 2017 beginning at 6:30 p.m. followed by a regular City Meeting at 7:00 p.m.

#### **City Manager Report**

The City Manager mentioned a request from Crusade for Christ relating to a revival for Winter Fest 2017. He said that the event would begin on January 29, 2017 - February 03, 2017. He said that they were proposing to have the event on the property across City Hall and adjacent to their church Glades Covenant Community Church. Commissioner McKelvin made a motion to approve the request from Crusade for Christ to allow a Winter Festival 2017 event to be placed on City property. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

#### **Future Agenda Items**

Commissioner Berry made a motion to place Colome & Associates (Design, Discussion and Prioritization) on the agenda for the next Commission meeting February 7th relating to the construction of Cox and Tanner Park. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Mayor Kyles recommended a suggestion how to move forward, relating to the park of commerce.

Vice-Mayor Wilson made a motion to allow the three companies get together and come back to the City in 60 days relating to the letter of interest. The motion was seconded by Commissioner McKelvin.

Commissioner Berry said that she came in with a purpose and direction that the companies will not be evaluated and that she did not come in with a purpose to make a decision.

The City Attorney clarified that the Commission was not giving any one direction to meet or making changes to the document, but asking the City Manager to come back in 60 days.

Vice-Mayor Wilson rescind his motion.

Vice-Mayor Wilson made a motion to have the companies come back to the Commission in 30 days for discussion. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

#### **Commissioner Comments**

Commissioner McKelvin and Commissioner Berry thanked everyone who attended the meeting.

Vice-Mayor thanked the three companies that presented their proposals to the City Commission and thanked all who attended the meeting.

Mayor Kyles asked if any of the commissioners would be available to go to the League of Cities on Wednesday, January 25, 2017 beginning at 11:00 p.m. in the City of Jupiter. Commissioner Berry confirmed her attendance to the League of Cities meeting. Mayor Kyles also thanked everyone who attended the meeting.

Mayor Kyles adjourned the City Meeting at 8:58 p.m.

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Joe Kyles, Mayor

ATTEST:

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Jessica Figueroa, City Clerk

**RESOLUTION NO. 68-2017**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMERGENCY INFORMATION TECHNOLOGY SERVICES WITH COASTAL NETWORK SOLUTIONS, LLC FOR TECHNICAL SUPPORT OF THE CITY'S COMPUTER NETWORK, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of South Bay ("City") has determined that the City is in need of immediate information technology support services on an emergency basis; and

**WHEREAS**, the City Manager has determined the it is necessary to bypass the City's regular procurement code and policies in order to secure immediate approval for the City of South Bay's networking and technology system performance and operation capabilities; and

**WHEREAS**, the City seeks to retain the services of Coastal Network Solutions, LLC, as an independent contractor to provide managed services; on-site support; out-of-band support; network monitoring and service desk assistance; and

**WHEREAS**, the contract term shall be for a period of one (1) year from the date of contract execution.

**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 Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between the City of South Bay and Coastal Network Solutions, LLC attached hereto as Exhibit "A" for the provision of emergency Network Information Technology Services to include: On-site Support; Out-of-

Band Support; Network Monitoring and Service Desk Assistance. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

**Section 3.** Effective Date. This Resolution shall become effective immediately upon adoption.

**PASSED** and **ADOPTED** this 7th day of February 2017.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

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

## AGREEMENT

THIS IS AN AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_, 2017, between:

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

and

COASTAL NETWORK SOLUTIONS, LLC., a for profit  
corporation, authorized to do business in the State of Florida,  
hereinafter "CONTRACTOR."

### WITNESSETH:

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

### ARTICLE 1 PREAMBLE

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

- 1.1 CITY is in immediate need of an independent contractor to perform work related to information technology support services;
- 1.2 The City Manager has determined that there has been recent outside interference with the City of South Bay's computer system network, thereby possibly causing a security breach for the City.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth herein.

### ARTICLE 2 SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor

City \_\_\_\_\_ Contractor \_\_\_\_\_

necessary to perform all of 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) Support Services: Technical support to keep hardware and all network services functional, network support, and backup maintenance. Also included is repair and maintenance of all hardware, and wiring.
- b) On-site Support: a technician will be assigned to the City and on-call as needed.
- c) Out-of-Band Support: Contractor shall support issues that are outside of contract scope. This includes, but is not limited to, new equipment installation. This out-of-band support shall be billed on a Time and Materials (T&M) basis.
- d) Network Monitoring – Contractor shall provide monitoring of all critical systems including security patches, drive space, memory usage, file/folder permissions, and Virtual Private Network (VPN) usage.
- e) Service Desk – CITY shall have access to the Contractor's web ticketing system. This will allow staff to enter a service request via the web for any IT-related issues.
- f) Site: Work shall be provided at the following three locations as needed: 335 SW 2<sup>nd</sup> Avenue, South Bay, FL 33493; 101 Levee Road, South Bay, FL 33493 and 105 Palm Beach Road, South Bay, FL 33493

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within ten (10) days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

City \_\_\_\_\_ Contractor \_\_\_\_\_

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

ARTICLE 3  
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY in a prompt manner and in accordance with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within a reasonable time and if possible within the same business day.

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

ARTICLE 4  
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed the amount of \$1,500.00 for the provision of the Managed IT Services. Out-of-scope T&M Services shall be billed at an amount of \$90.00 per hour. There shall be no payment by CITY for out-of-pocket travel time.

4.2 CONTRACTOR shall invoice City through Electronic Mail for the Services that it has provided on a monthly basis. Invoices shall be paid within thirty (30) days. Check shall be sent to: Coastal Network Solutions, 7344 162<sup>nd</sup> Ct. N., Palm Beach Gardens, FL 33418

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

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

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

City \_\_\_\_\_ Contractor \_\_\_\_\_

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

## ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

- a) Workers' Compensation Insurance - as required by law;
- b) Employer's Liability Insurance - \$500,000 per occurrence;
- c) Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per Accident for bodily injury and \$500,000 per accident for property damage.

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

City \_\_\_\_\_ Contractor \_\_\_\_\_



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

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

## ARTICLE 6 PROTECTION OF PROPERTY

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

## ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8  
INDEPENDENT CONTRACTOR

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

ARTICLE 9  
PERFORMANCE BOND

9.1 No performance bond shall be required or this contract.

ARTICLE 10  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

City \_\_\_\_\_ Contractor \_\_\_\_\_

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement shall take effect as of the date of execution as shown herein below and continue for a two year period. The Agreement may be extended for one additional year at the option of the City Manager of approved by the City Commission.

11.2 Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement.

ARTICLE 12  
CONTRACT DOCUMENTS

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

ARTICLE 13  
MISCELLANEOUS

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

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

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

records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

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

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

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

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the

places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

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

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

CONTRACTOR: Mark Liskay, Manager  
Coastal Network Solutions, LLC  
7344 162<sup>nd</sup> Court North  
Palm Beach Gardens, FL 33418

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

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

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

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

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

City \_\_\_\_\_ Contractor \_\_\_\_\_

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

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

13.14 Intellectual Property Rights. The CONTRACTOR agrees to grant to the CITY a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the CITY as part of the Services. In respect of the Material specifically created for the CITY as part of the Services, the CONTRACTOR assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the CONTRACTOR shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the CONTRACTOR and the CITY. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the CONTRACTOR to provide the Services, as determined by CITY and the products, systems, programs or processes, in whatever form, produced by the CONTRACTOR pursuant to this Agreement

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

---

(This space intentionally left blank)

City \_\_\_\_\_ Contractor \_\_\_\_\_

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

Attested

City of South Bay

BY: \_\_\_\_\_  
Jessica Figueroa, City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae Camel, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

CONTRACTOR

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_  
Mark Liskay, Manager  
Coastal Network Solutions, LLC

\_\_\_\_\_

City \_\_\_\_\_ Contractor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

City \_\_\_\_\_ Contractor \_\_\_\_\_



**RESOLUTION NO. 69-2017**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TO PALM BEACH COUNTY HOUSING AUTHORITY, FOR THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, INCLUDING THE PURCHASE AND SALE AGREEMENT SET FORTH IN EXHIBIT "B"; AUTHORIZING THE CITY CLERK TO RECORD AND TRANSMIT ALL DOCUMENTS NECESSARY FOR THE SALE OF THE PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") received an unsolicited offer from Palm Beach County Housing Authority to purchase the City-owned property located at 845 Palm Beach Road, South Bay, FL 33493, as more specifically described in Exhibit "A" attached hereto (the "Palm Beach Road Property"); and

**WHEREAS**; Palm Beach County Housing Authority has offered to purchase the Palm Beach Road Property for the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the purpose of leasing it to a developer for inclusion in a proposed housing development within the City consistent with the Purchase and Sale Agreement set forth in Exhibit "B"; and

**WHEREAS**, the City finds that the sale of the Palm Beach Road Property to the Palm Beach County Housing Authority is in the best interest 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 correct and are incorporated herein by reference.

**Section 2. Authorization of Sale.** The City Commission of the City of South Bay hereby authorizes the sale of property to Palm Beach County Housing Authority

located at 845 Palm Beach Road, South Bay, FL 33493, as more specifically described in Exhibit "A" attached hereto, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and consistent with the terms of the Purchase and Sale Agreement set forth in Exhibit "B"; and

**Section 3. Authorization of Mayor and City Manager.** The Mayor and City Manager are hereby authorized to execute any required documents in order to implement the intent of this resolution, subject to the approval as to form and legality by the City Attorney.

**Section 4. Recordation and Transmittal.** The City Clerk is directed to record the appropriate acquisition documents and transmit a copy of this Resolution to Palm Beach County Housing Authority.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 7<sup>th</sup> day of February 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)

# EXHIBIT "A"

## DESCRIPTION OF LAND

**The North 183 feet of Tract 35 ,of the Amended Plat and Re-Subdivision of Section 14, Township 44 South, Range 36 East and the Plat of the Town of South Bay, City of South Bay, Palm Beach County, Florida, as recorded in Plat Book 7, Page 46, Palm Beach County Public Records, that is lying East of the Southerly prolongation of the Easterly right-of-way of Northwest 9<sup>th</sup> Avenue PIN #58-36-44-14-15-350-0010.**

# EXHIBIT “B”

## PURCHASE AND SALE AGREEMENT

## COMMERCIAL PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") by and between City of South Bay ("Seller"), with a mailing address of 335 SW 2<sup>nd</sup> Avenue, South Bay, FL 33493 and Palm Beach County Housing Authority, whose mailing address is 3432 West 45<sup>th</sup> Street, West Palm Beach, FL 33407 ("Buyer").

Seller agrees to sell and the Buyer agrees to buy the Property commonly described as 845 Palm Beach Road, South Bay, FL. 33493; legally described as:

The North 183 feet of Tract 35, of the Amended Plat and Re-Subdivision of Section 14, Township 44 South, Range 36 East and the Plat of the Town of South Bay, City of South Bay, Palm Beach County, Florida, as recorded in Plat Book 7, Page 46, Palm Beach County Public Records, that is lying East of the Southerly prolongation of the Easterly right-of-way of Northwest 9th Avenue  
PIN #58-36-44-14-15-350-0010

hereinafter the "Subject Property", upon the following terms:

1. **Purchase Price:** Buyer offers pay a total of \$250,000.00 for the Subject Property.
  - a. Deposit: \$0.00 to be held in escrow by Law Office of Maxine D. Cheesman, P.A. ("Escrow Agent") whose address is 1818 S. Australian Avenue, Suite 406, West Palm Beach, FL 33409.
  - b. Additional Deposit to be made to Escrow Agent within 0 days after Effective Date \$ 0.00.
  - c. Total amount to be financed: \$250,000.00
  - d. All deposits will be credited to the purchase price at closing.
  - e. Balance to close, subject to adjustments and prorations, will be paid by wire transfer
2. **Effective Date; Computation of Time:** Unless Seller and Buyer sign this offer and an executed copy delivered to all parties on or before February 10, 2017, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 5 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

3. **Closing Date and Location:** Closing Date: This transaction will be closed simultaneously with, or within 10 days of the closing on the refinancing of New South Bay Villas (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 30 days after the insurance underwriting suspension is lifted.

4. **Financing:**

a. **Buyer's Obligation:** The Subject property will be incorporated in, and become a part of the New South Bay Villas Project. Buyer has applied for third party financing to fully fund the New South Bay Villas Project. All financing terms are subject to the approval of Housing and Urban Development. Buyer will use a portion of such funds to purchase the Subject Property. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender.

b. **Cancellation:** If Buyer fails to obtain the required financing for the entire New South Bay Villas project, Buyer may, at its sole discretion cancel this contract, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract.

5. **Title:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed, free of liens, easements and encumbrances of record or known to Seller, but subject to

(i) property taxes for the year of closing;

(ii) covenants, restrictions and public utility easements of record;

(iii) Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality;

(iv) All matters contained on the Plat of Amended Plat and Re-Subdivision of Section 14, Township 44 South, Range 36 East and the Plat of the Town of South Bay, City of South Bay, as recorded in Plat Book 7, Page 46, Public Records of Palm Beach County, Florida;

(v) Easement to Southern Bell Telephone and Telegraph Company contained in instrument recorded under O.R. Book 5573, Page 99, Public Records of Palm Beach County, Florida. Notice of Lien Rights by Glades Utility Authority recorded in O.R. Book 25279, Page 1068, Public Records of Palm Beach County, Florida.

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as community center/office facility.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. The Buyer at the Buyer's expense will procure title.

(b) **Title Examination:** Buyer will deliver written notice to Seller of title defects within 15 days from receipt of the fully executed contract. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 15 days from receipt of the notice ("Curative Period"). Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 15 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☐ (i.) Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, relevant to this transaction prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ (ii.) Buyer will, at ☐ Seller's or ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured by Seller within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Subject Property presently has ingress and egress.

**6. Property Condition:** Seller will deliver the Subject Property to Buyer at the time agreed in its present "AS IS" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "AS IS", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☒ (a) As Is: Buyer has inspected the Subject Property or waives any right to inspect and accepts the Property in its "as is" condition.



\_\_\_\_\_ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 15 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 5. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

- 7. Operation of Property During Contract Period:** Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders, or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property would be permitted only with Buyer's consent.
- 8. Closing Procedure:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Subject Property is located.

- (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Subject Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.
- (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages, and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.
- (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.
- (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
- (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that

become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

- 9. Escrow Agent:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.
- 10. Cure Period:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 15 days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 11. Termination of Contract:** Unless otherwise specified in the Contract in the event the Buyer is unable or unwilling to close within three (3) months of the Effective Date, Buyer will have 10 days to terminate the Contract without any penalties including any withholding of Buyer's deposit.
- 12. Default:**
- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may seek specific performance.
  - (b) In the event the sale is not closed within three (3) months due to any default or failure on the part of Buyer, and Buyer has not terminated the contract within 10 days, the Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed

upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance.

**13. Attorney's Fees and Costs:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer and Seller, will be awarded reasonable attorneys' fees, costs, and expenses.

**14. Notices:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**15. Disclosures:**

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property, which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 8(e).

(c) **Radon Gas:** 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 your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**16. Risk of Loss:**

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not

settle any insurance claim for damage caused by casualty without the consent of the Buyer.

- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

**17. Assignability; Persons Bound:** This Contract may be assigned to a related entity, and otherwise is not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**18. Miscellaneous:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicate electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**19. Provisions Binding, Etc.** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Buyer and Seller.

**20. Applicable Law; Choice of Law and Forum.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Lease. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Palm Beach County.

OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

<input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty
<input type="checkbox"/> Existing Mortgage	<input type="checkbox"/> Section 1031 Exchange
<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
<input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone
<input type="checkbox"/> Seller's Attorney Approval	<input type="checkbox"/> Seller Representations
<input type="checkbox"/> Seller Financing	Other _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BUYER AND SELLER MUST VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

**BUYER**

By: Van Johnson  
Print Name: VAN JOHNSON  
Title: Chief Executive Officer  
Address: 3432 W. 45th Street  
West Palm Beach, FL

Date: January 27, 2017  
Tax Id. No: 59-1296315  
Telephone: (561) 684-2160

**SELLER:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Tax Id. No: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## **RESOLUTION 70-2017**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN EXTENTION TO THE EXTERNAL AUDIT SERVICES AGREEMENT WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT) UNTIL SEPTEMBER 30, 2018; PROVIDING FOR EFFECTIVE DATE.**

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

**WHEREAS**, HCT was contracted to provide external auditing services for the fiscal year ending September 30, 2016; and

**WHEREAS**, the City Manager is recommending that the City Commission of the City of South Bay ("City") exercise the extension provision set forth in the relevant contract which ended on September 30, 2016, make commission approval retroactive to September 30, 2016 and further extend the external auditing services contract through September 30, 2018; and

**WHEREAS**, the agreement with HCT shall be on the same terms, in all respects, as the 2013 contract except for the extension.

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

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

**Section 2. Authorization of Extension.** The City Commission of the City of South Bay hereby accepts the recommendation of the City Manager and approves an extension to the external audit services agreement with HCT Certified Public Accounts and Consultants, LLC until September 30, 2018, consistent with the same terms and conditions set forth in the 2013 original Agreement; and in an amendment form approved by the City Manager and acceptable as to form by the City Attorney.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of February, 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)



January 21, 2017

City Commission and Management  
City of South Bay  
335 SW 2<sup>nd</sup> Ave  
South Bay, FL 33493

To the City Commission and Management

We are pleased to serve as the external audit firm for the City of South Bay (the City). We are writing this letter for request an extension to our contract for professional services. We desire to perform the annual external audits for the year ended September 30, 2017 and 2018. We will audit the financial statements of the governmental activities, the business-type activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Schedule-General Fund

#### **Audit Objectives**

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's

internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on the financial statements in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Very truly yours,

*HCT Certified Public Accountants & Consultants, LLC*

HCT Certified Public Accountants and Consultants, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of South Bay.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 71- 2017**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING, PERTAINING TO NW 1<sup>ST</sup> STREET FROM 3<sup>RD</sup> AVENUE TO 1<sup>ST</sup> AVENUE REHABILITATION PROJECT AS A CONTINUING AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of South Bay ("City") desires to enter into an agreement with a qualified vendor for Professional Engineering Services for the Florida Department of Transportation NW 1<sup>ST</sup> Street from 3<sup>RD</sup> Avenue to 1<sup>ST</sup> Avenue Rehabilitation Project; and

**WHEREAS**, the City accepts the Professional Engineering Services work order proposal from C.A.P. Engineering, Inc. d/b/a CAP Engineering in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250) under a continuing agreement as determined by the City Manager; and

**WHEREAS**, the work order proposal from C.A.P. Engineering, Inc. includes, but is not limited to some of the following tasks: signed and sealed drawings for NW 1<sup>ST</sup> Street from 3<sup>RD</sup> Avenue to 1<sup>ST</sup> Avenue; managing sub-consultants and their activities and verifying deliverables including: survey, utility coordination, geotechnical, title search, landscaping; and

**WHEREAS**, the City Commission of the City of South Bay ("City Commission") has vested authority in the City Manager to execute the work order proposal from C.A.P. Engineering, Inc. attached hereto as Exhibit "A" as a continuing agreement; and

**WHEREAS**, the City Commission believes execution of said work order is in the best interests of the residents of the City.

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

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

**Section 2. Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached work order proposal from C.A.P. Engineering, Inc. for Professional Engineering Services for NW 1<sup>ST</sup> Street from 3<sup>RD</sup> Avenue to 1<sup>ST</sup> Avenue Rehabilitation Project, as more specifically set forth in Exhibit "A", and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution, including entering into an agreement consistent with the work order to accomplish the objectives contemplated herein.

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

**PASSED and ADOPTED** this 7th day of February 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)

# cap engineering

January 16, 2017

Mr. Leondrae Camel  
City Manager  
City of South Bay  
335 SW 2<sup>nd</sup> Ave.  
South Bay, Florida 33493

Re: **Proposal for Professional Engineering Services for NW 1st St (from 3<sup>rd</sup> Ave. to 1<sup>st</sup> Ave.)**

Dear Mr. Camel,

We appreciate the opportunity extended to CAP Engineering, Inc. by requesting the submittal of this proposal for professional civil engineering services for the referenced project. The following Scope of Services is based on the information received from your office and is hereby submitted for your review and approval.

## Scope of Services

**Task 1** - Provide signed and sealed drawings for NW 1<sup>st</sup> St: from NW 3<sup>rd</sup> Ave to NW 1<sup>st</sup> Ave.

**NW 1<sup>st</sup> St.:** asphalt roadway milled & resurfaced, Curb and Gutter replaced with new C&G and new signing and pavement markings installed.

**Task 2** - Provide signed and sealed comp book

**Task 3** - Provide post design services

**Lump Sum Fee** ..... **\$ 4,250.00**

**Deliverables:** Signed and sealed plans for permitting

This proposal does not include: permitting services and fees, construction observation/inspection services, survey services, geotechnical services, etc. In addition, any governmental application fees will be the sole responsibility of the owner.

Invoices will be sent when drawings are provided (50%) and at (100%). **SCOP-funded under FM 439408-3.**

Should you find this proposal acceptable and wish to direct us to proceed with the aforementioned work, please execute in the space provided and return it to me. This will serve as our Notice to Proceed and upon receipt, we will begin working on the Scope of Services Described herein.

This proposal is only valid for forty five days from the date noted above. If you have any questions, or wish to discuss this proposal further, please contact me at your earliest convenience.

Very Truly Yours,  
CAP Engineering, Inc.

David J. Mendez, P.E.  
Project Manager

ACCEPTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## 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](http://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: January 12, 2017  
Ref: Weekly check register

Enclosed, please find the summary of check registers as of January 12, 2017:

### General Fund

#### • Utility:

Comcast	\$ 174.35
FPL	5,791.01
DetlaCom	1,251.47
PBC Water Utility	2,118.24

• Aetna	15,240.32
• Walmart	1,734.35
• Marathon	1,279.69
• Deposit Refund	300.00 *
• Purchased of supplies, materials and parts	1,430.83 A
• Payment for various services	791.89 C
• Payroll Deduction	1,126.72 B
• Other	1,217.29 D
<b>Total</b>	<b>\$ 32,456.16</b>

### Sanitation Fund

Waste Management	\$ 14,150.23
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### Revenues:

• Ad Valorem Tax	\$ 12,428.33
• Rentals	2,425.00
• PBC Reimbursement for CDBG	5,232.00
	<u>20,085.33</u>

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

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9635	AETNA	AETNA	1/12/2017	15,240.32
9636	EVERGLADES FARM EQU	EVERGLADES FARM EQUIPMENT	1/12/2017	49.58 <i>A</i>
9637	FPL	FPL	1/12/2017	5,791.01
9638	HUGHE MOORE	HUGH MOORE	1/12/2017	49.76 <i>D</i>
9639	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	1/12/2017	195.00 <i>C</i>
9640	LYONS PRINTING	LYONS PRINTING	1/12/2017	49.00 <i>C</i>
9641	MARTHON FLEET	WEX BANK	1/12/2017	1,279.69
9642	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	1/12/2017	176.28 <i>B</i>
9643	SHAMEKA KING	SHAMEKA KING	1/12/2017	150.00 <i>*</i>
Non-Electronic Transactions:				22,980.64
Total Transactions:				22,980.64



# AP Check Register Report

## City Of South Bay (CSBFND)

1/6/2017 4:45:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
9615	ALLY	ALLY	1/6/2017	502.52	D
9616	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESALE	1/6/2017	130.25	A
9617	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	1/6/2017	113.50	B
9618	COMCAST	COMCAST	1/6/2017	174.35	
9619	DELTACOM 1058	DELTACOM 1058	1/6/2017	1,251.47	
9620	EAST COAST FIRE EQUI	PYE BARKER FIRE & SAFETY INC DBA EAST COAST	1/6/2017	171.64	C
9621	HCT	HARVEY, COVINGTON & THOMAS	1/6/2017	485.00	D
9622	KELLY TRACTOR	KELLY TRACTOR	1/6/2017	131.20	A
9623	LAWN MOWER HEADQUAI	LAWN MOWER HEADQUARTER	1/6/2017	683.98	J
9624	LEGAL SHIELD	PRE PAID LEGAL SERVICES INC	1/6/2017	25.90	B
9625	LIBERTY NATIONAL	LIBERTY NATIONAL	1/6/2017	811.04	B
9626	LYONS PRINTING	LYONS PRINTING	1/6/2017	16.25	C
9627	MCM PAINTS	MCM PAINTS	1/6/2017	37.80	A
9628	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	1/6/2017	2,118.24	
9629	PERFORMANCE NAPA	PERFORMANCE NAPA	1/6/2017	385.72	A
9630	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	1/6/2017	180.00	C
9631	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	1/6/2017	12.30	A
9632	UNITED FIRE PROTECTIC	UNITED FIRE PROTECTION, INC.	1/6/2017	180.00	C
9633	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	1/6/2017	180.01	D
9634	WALMART COMMUNITY	WAL-MART COMMUNITY	1/6/2017	1,734.35	
				Non-Electronic Transactions:	9,325.52
				Total Transactions:	9,325.52

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

1/5/2017 12:34:11 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0614	GUERLINE CHARLES	GUERLINE CHARLES	1/5/2017	150.00
Totals:			Total Transactions:	150.00

# AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
00133	WASTE MANAGEMENT	WASTE MANAGEMENT	1/12/2017	14,150.23
Non-Electronic Transactions:				14,150.23
Total Transactions:				14,150.23



## City of South Bay

South Bay City Hall  
335 SW 2<sup>nd</sup> Avenue  
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### Commission

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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: February 2, 2017  
Ref: Weekly check register

Enclosed, please find the summary of check registers as of February 2, 2017:

#### General Fund

- Utility:

AT & T Mobility	\$ 762.23
Comcast	384.88
DeltaCom	1,254.69

• Brandano Displays	8,943.42
• Aethna	10,522.82
• Bank of America	1,499.92
• JLH	1,850.00
• Weekly Asphalt	425,732.85
• Norris-Weeks	5,072.25
• PBC Sheriff	14,782.33
• PBC Engineering Dept.	9,421.30
• Purchased of supplies, materials and parts	1,283.05 A
• Payroll Deductions	3,511.20 B
• Payment for various services	1,707.08 C
• Other	4,391.99 D

Total \$ 491,120.01

#### Sanitation Fund

Waste Management \$ 22,797.97

#### W & S Fund

US Water \$ 3,942.43

#### Revenues:

• FP & L (Franchise & Utility tax)	\$ 30,641.85
• Ad Valorem Tax	2,300.54
• Communication Tax	4,232.32
• CDBG County	5,232.65
• Local Option Gas Tax	8,937.81
• Other	12,476.16
• Sales Tax & Revenue Sharing	34,923.19

Total \$ 98,744.52

# AP Check Register Report

## City Of South Bay (CSBFND)

1/31/2017 12:58:30 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9659	ADRIANA ASHLEY	ADRIANA ASHLEY	1/31/2017	75.00 D
9660	AETNA	AETNA	1/31/2017	10,522.82
9661	AFLAC	AFLAC	1/31/2017	1,798.89 B
9662	ANDY JEAN BAPTISTE	ANDY JEAN BAPTISTE	1/31/2017	75.00 D
9663	BANK OF AMERICA, NA	BANK OF AMERICA	1/31/2017	1,499.92
9664	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	1/31/2017	5,072.25
9665	COMCAST	COMCAST	1/31/2017	164.85 *
9666	DELTACOM 1058	EARTHLINK	1/31/2017	1,254.69
9667	EVERGLADES FARM EQU	EVERGLADES FARM EQUIPMENT	1/31/2017	39.73 A
9668	EVERGLADES TRADING	EVERGLADES TRADING	1/31/2017	154.19 J
9669	IAMAW	IAMAW	1/31/2017	324.72 B
9670	JADA LOVELY	JADA LOVELY	1/31/2017	100.00 D
9671	JERMAINE LOVELY JR	JERMAINE LOVELY	1/31/2017	100.00 }
9672	JON'QUELLA JACKSON	JON'QUELLA JACKSON	1/31/2017	100.00 }
9673	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	1/31/2017	234.50 C
9674	KAMIA WILLIAMS	KAMIA WILLIAMS	1/31/2017	50.00 D
9675	LEGAL SHIELD	PRE PAID LEGAL SERVICES INC	1/31/2017	25.90 B
9676	LIBERTY NATIONAL	LIBERTY NATIONAL	1/31/2017	811.04 L
9677	MARCO SANCHEZ	MARCO SANCHEZ	1/31/2017	75.00 D
9678	MARIAH CHARLES	MARIAH CHARLES	1/31/2017	100.00 L
9679	PALM BEACH COUNTY	BOARD OF COUNTY COMMISSIONERS/ PALM BEACH	1/31/2017	1,250.00 L
9680	PBC BOARD OF COUNTY	PALM BEACH COUNTY	1/31/2017	9,421.30
9681	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	1/31/2017	14,782.33
9682	PERFORMANCE NAPA	PERFORMANCE NAPA	1/31/2017	98.40 A
9683	PRECIOUS VICKERS	PRECIOUS VICKERS	1/31/2017	50.00 D
9684	ROEL RIVERA	ROEL RIVERA	1/31/2017	75.00 }
9685	SAMARIA EXANTUS	SAMARIA EXANTUS	1/31/2017	50.00 }
9686	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	1/31/2017	180.00 C
9687	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	1/31/2017	550.65 B
9688	TOLL BY PLATE	TOLL BY PLATE	1/31/2017	3.82 D
9689	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	1/31/2017	112.86 A
9690	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	1/31/2017	303.02 C
9691	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	1/31/2017	171.69 D
9692	WALMART COMMUNITY	WAL-MART COMMUNITY	1/31/2017	432.25 A
9693	WEEKLY ASPHALT PAVIN	WEEKLY ASPHALT PAVING, INC.	1/31/2017	425,732.85
9694	XEROX CORP	XEROX CORPORATION	1/31/2017	356.71 C
Non-Electronic Transactions:				476,149.38
Total Transactions:				476,149.38

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

1/23/2017 9:17:14 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9658	GOLDEN CORRAL *	GOLDEN CORRAL	1/23/2017	154.85
Totals:			Total Transactions:	154.85

# AP Check Register Report

City Of South Bay (CSBFND)

1/19/2017 9:29:28 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9644	AT&T MOBILITY	AT&T MOBILITY -ROC	1/19/2017	762.23
9645	BRANDANO DISPLAYS INC	BRANDANO DISPLAYS INC	1/19/2017	8,943.42
9646	CLARKE	CLARKE	1/19/2017	264.00 C
9647	COMCAST	COMCAST	1/19/2017	220.03 *
9648	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	1/19/2017	1,061.18 D
9649	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	1/19/2017	105.75 A
9650	JLH ASSOCIATES	JLH ASSOCIATES	1/19/2017	1,850.00
9651	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	1/19/2017	496.63 D
9652	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	1/19/2017	160.00 C
9653	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	1/19/2017	400.00 D
9654	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	1/19/2017	291.97 A
9655	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	1/19/2017	47.90 +
9656	TOLL BY PLATE	TOLL BY PLATE	1/19/2017	3.82 D
9657	XEROX CORP	XEROX CORPORATION	1/19/2017	208.85 C
Non-Electronic Transactions:				14,815.78
Total Transactions:				14,815.78

# AP Check Register Report

City Of South Bay (CSBFND)

1/30/2017 11:30:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
00134	WASTE MANAGEMENT	WASTE MANAGEMENT	1/30/2017	22,797.97
Non-Electronic Transactions:				22,797.97
Total Transactions:				22,797.97



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

1/31/2017 1:12:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2114	US WATER	U.S. WATER SERVICES CORPORATION	1/31/2017	3,942.43
Totals:			Total Transactions:	3,942.43