



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

**CITY OF SOUTH BAY**  
**CITY COMMISSION MEETING AGENDA**  
**COMMISSION CHAMBER**  
**TUESDAY FEBRUARY 04, 2020**

335 SW 2<sup>ND</sup> Avenue

South Bay, FL 33493

[www.southbaycity.com](http://www.southbaycity.com)

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

# **RULES OF PROCEDURE**

## **WHO MAY SPEAK**

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

## **SPEAKING ON AGENDA ITEM**

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

## **SPEAKING ON SUBJECTS NOT ON THE AGENDA**

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

## **ADDRESSING THE COMMISSION: MANNER AND TIME**

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

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

shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

## **APPEALS**

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

## **DECORUM**

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

## **PLEASE SILENCE ALL CELL PHONES AND PAGERS**

## **CONTACT INFORMATION**

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

## **AMERICANS WITH DISABILITY ACT**

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

**CITY OF SOUTH BAY, FL**  
**CITY WORKSHOP AGENDA**  
**CITY COMMISSION CHAMBERS**  
**TUESDAY FEBRUARY 04, 2020**  
**6:30PM**

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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. Sunshine Law Training for Elected Officials**
- 4. ADJOURNMENT**

**REGULAR CITY MEETING AGENDA  
CITY OF SOUTH BAY, FL  
CITY COMMISSION CHAMBERS  
TUESDAY FEBRUARY 04, 2020  
7:00PM**

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.  
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
  
2. **DISCLOSURE OF VOTING CONFLICTS**
  
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*
  
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 Minutes – January 07, 2020**  
(Regular City Workshop and City Meeting)
  
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
  - 6a. **RESOLUTION NO. 03-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL  
EVENT APPLICATION FOR "A DAY IN THE BAY" EVENT  
AT THE TANNER PARK FACILITY; AUTHORIZING THE  
CITY MANAGER TO TAKE ALL NECESSARY AND  
EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF  
THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE  
DATE.**

**6b. RESOLUTION NO. 04-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NO. 005 TO THE AGREEMENT (R2016-0567) BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**

**6c. RESOLUTION NO. 05-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR ENDING 2019; PROVIDING FOR EFFECTIVE DATE.**

**6d. RESOLUTION NO. 06-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A TREASURE COAST REGIONAL PLANNING COUNCIL BROWNFIELDS PROGRAM BROWNFIELDS SITE ASSESSMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**7. ORDINANCE**

**8. ROSENWALD ELEMENTARY SCHOOL**

**9. FINANCE REPORT**

**9a. Accounts Payable Report**

**10. CITY CLERK REPORT**

**10a. Upcoming:**  
Palm Beach County League of Cities  
February 26, 2020 11:30am  
Atlantis Country Club, 190  
Atlantis, FL 33462

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**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**13. FUTURE AGENDA ITEMS**

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

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**15. ADJOURNMENT**

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**CITY OF SOUTH BAY**

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City Workshop

January 07,2020

6:00PM

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 07, 2020 at 6:00 p.m.

**Present:**

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther E. Berry

Commissioner Taranza McKelvin

Commissioner John Wilson

**Staff:**

Leondrae Camel, City Manager

Burnadette Norris-Weeks, City Attorney

Natalie Malone, City Clerk

Massih Saadatmand, Finance Director

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
  - 3a. Ethics Training for Elected Officials
4. ADJOURNMENT

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

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Joe Kyles, Mayor

ATTESTED BY:

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Natalie Malone, City Clerk



**CITY OF SOUTH BAY, FL**  
**Local Planning Agency Hearing**  
**Tuesday January 07, 2020**  
**7:00pm**

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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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**I. CALL TO ORDER**

**Transmittal Public Hearing on**

**Ordinance 01-2020**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA; ADOPTING AN AMENDMENT TO ITS COMPREHENSIVE PLAN TO AMEND THE INFRASTRUCTURE ELEMENT IN ORDER TO ADOPT A FIVE (5) YEAR UPDATE TO ITS TEN (10) YEAR WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE**

**Presentation: Jack Horniman, *Planning Consultant***

*(Full discussion/recording available through the City Website)*

**Moved By: Commissioner Wilson**

**Seconded By: Commissioner Berry**

**II. ADJOURNMENT AT 7:28PM**

**CITY OF SOUTH BAY**  
**REGULAR CITY MEETING**

**January 07, 2020**

**At 7:00P.M.**

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 07, 2020 at 7:00 p.m.

**Present:**

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

**Staff:**

Leondrae Camel, City Manager  
Vicky Del Bosquez, Human Resources  
Massih Saadatmand, Finance Director  
Burnadette Norris-Weeks, City Attorney  
Nepoleon Collins, Economic and Business Development Director  
Natalie Malone, City Clerk

**Mayor Kyles called for any voting conflicts: NONE**

**1. PRESENTATIONS/PROCLAMATIONS**

*(Full discussion/recording available through the City Website)*

- 1a. **Carol Westmoreland, FI League of Cities**  
*20 Years of Service: Commissioner E. Berry-Presentation*
- 1b. **Carbon Design**  
*Future Tanner Park Building-Presentation*
- 1c. **Dr. Robert Reese, Glades Ministerial Association**  
*Scholarship Banquet and Breakfast Donation Request-Presentation*  
*Commission honored: 5-0 vote*

- 1d. Pastor Maurice Cromer- *Past Proclamation*
- 1e. Ms. Daphene C. Adams- *Past Proclamation*
- 1f. Mrs. Mary Lee Rice-Jarrell- *Past Proclamation*
- 1g. School Choice Week-*Proclamation*
- 1h. Zeta Phi Beta Sorority, Incorporated- *Proclamation*

2. **PUBLIC COMMENTS-** *(Full discussion/recording available through the City Website)*

- 2a. **Tyron Hann, Thrive for a Change**  
*2<sup>nd</sup> Annual Glades Community*  
*(Full discussion/recording available through the City Website)*
- 2b. **Barbara King, Resident**  
*Road Hazards*  
*(Full discussion/recording available through the City Website)*

3. **CONSENT AGENDA-** *(Full discussion/recording available through the City Website)*

- 3a. **Approval of City Minutes- January 07, 2020**  
*(Regular City Workshop and City Meeting)*  
  
**Moved By: Commissioner McKelvin**  
**Seconded By: Vice-Mayor Barnard**
- 3b. **35<sup>th</sup> Oratorical Martin Luther King Jr. Contest- Commissioner Berry**

4. **RESOLUTIONS-** *(Full discussion/recording available through the City Website)*

4a. **RESOLUTION NO. 01-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT RELATING TO BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM**

**BEACH COUNTY AND THE CITY OF SOUTH BAY;  
PROVIDING FOR AN EFFECTIVE DATE.**

**Moved By: Vice-Mayor Barnard  
Seconded By: Commissioner Wilson**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

**4b. RESOLUTION NO. 02-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CARBON DESIGN AND ARCHITECTURE, LLC (F/K/A OT9 DESIGN, LLC D/B/A CARLSON STUDIO ARCHITECTURE) FOR A REALLOCATION OF FUNDING AND ADJUSTMENT OF TIMELINE FOR THE NEW TANNER PARK RECREATIONAL FACILITY AND EMERGENCY SHELTER AND CARE CENTER PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

**Moved By: Commissioner Wilson  
Seconded By: Commissioner McKelvin**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

7. ORDINANCE

ORDINANCE 01-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA; ADOPTING AN AMENDMENT TO ITS COMPREHENSIVE PLAN TO AMEND THE INFRASTRUCTURE ELEMENT IN ORDER TO ADOPT A FIVE (5) YEAR UPDATE TO ITS TEN (10) YEAR WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin  
Seconded By: Commissioner Berry

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

8. ROSENWALD ELEMENTARY SCHOOL

8a. MLK Parade and 35<sup>th</sup> MLK Oratorical Contest - Commissioner Mckelvin

9. FINANCE REPORT

9a. Accounts Payable

*(Full discussion/recording available through the City Website)*

**10. CITY CLERK REPORT**

**10a. Palm Beach County Day 2020**

Tallahassee, FL

January 14-15, 2020

**10b. Palm Beach County League of Cities**

Sandhill Crane Golf Club

11401 Northlake Blvd.

Palm Beach Gardens

January 22, 2020

**10c. March 17, 2020 Election Status**

- **Seat 1-*Opposed***  
Commissioner Esther Berry vs. Michael E. Jackson
- **Seat 3-*Unopposed***  
Commissioner Taranza McKelvin
- **Seat 5-*Unopposed***  
Commissioner John Wilson

**11. THE CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**12a. *Sunshine Law Training for Elected Officials***

February 04, 2020 at 6:30pm

335 S.W. 2<sup>nd</sup> Ave South Bay, FL 33493

**13. FUTURE AGENDA ITEMS**

**13a. Commissioner Berry**

- Strategic Planning
- Happy Birthday South Bay
- Townhall meeting

- Vision
- Strategic Plan Objective
- Legislative Priorities
- Housing Initiatives

Moved By: Commissioner Wilson  
 Seconded By: Vice-Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	

**14. COMMISSIONER COMMENTS**  
*(Full discussion/recording available through the City Website)*

- 14a. Commissioner Wilson**  
 Thanked everyone for coming out and allowing him to be re-elected for another 3 years.
- 14b. Commissioner Berry:**  
 Thanked everyone for their presence.
- 14c. Vice-Mayor Barnard:**  
 Thanked everyone for coming out. Thanked Commissioner Berry for pushing for the Crossing guards and PBSO.
- 14d. Mayor Kyles:**  
 Thanked everyone for coming out. Stressed the importance of keeping the canals clean.

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Joe Kyles, Mayor

ATTESTED BY:

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Natalie Malone, City Clerk

**RESOLUTION NO. 03-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR "A DAY IN THE BAY" EVENT AT THE TANNER PARK FACILITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay has developed an application process for approving Special Events within the City limits; and

**WHEREAS**, applicant, Willie Frank Marshall, Jr., desires to hold "A Day In The Bay" Event at Tanner Park on February 22, 2020; and

**WHEREAS**, there shall be no obligation on the part of the City to expend City funds; and

**WHEREAS**, the applicant has submitted a Special Event application, attached hereto as Exhibit "A"; and

**WHEREAS**, the applicant is required to provide Palm Beach Sheriff's Office off-duty permit deputies as outlined in the attached application hereto as Exhibit "A"; and

**WHEREAS**, the applicant is required to provide the cost to restore the parks at a cost not exceed one hundred and seventy-five dollars (\$175.00) for city public works personnel; and

**WHEREAS**, City Commission of the City of South Bay desires to approve certain provisions of the Special Event Application, attached hereto as Exhibit "A", as 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. Approval of Special Event Application and Authorization of City Manager.** The City Commission of the City of South Bay hereby approves the Special



Event Application submitted by Willie Frank Marshall, Jr. for a "Day In The Bay" Event to take place at Tanner Park and at no cost to the City. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED and ADOPTED** this 4<sup>th</sup> day of February 2020.

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

Attested

By: \_\_\_\_\_  
Natalie Malone, 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 Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



## Special Events Committee

Date: 1/22/2020

Event A Day In The Bay

Department Community Development

### Departmental Report

move vendors further out in the field

2 Deputies must be hired (4 hours minimum) 1:30-5:30pm  
hire deputies ASAP \$414

### Departmental Recommendation

Approve -

Approve with conditions (explain)

off duty deputy(s) must be  
hired before approval

Not approve



**Special Events Committee**

**Date:** 1/22/2020

**Event** A Day in the Bay!

**Department** Parks & Recreation

**Departmental Report**

Food Trucks to be in the ~~food~~  
field.

**Departmental Recommendation**

Approve ✓

Approve with conditions (explain)

Not approve



**Special Events Committee**

**Date:** 1-22-2020

**Event** A Day in the Bay

**Department** PBSO / Sgt. Johnny Ortiz

**Departmental Report**

Needs Two (2) off duty deputies  
Due to Alcoholic beverages  
being sold.  
Sgt. Johnny Ortiz #5427

**Departmental Recommendation**

Approve

Approve with conditions (explain)

Not approve

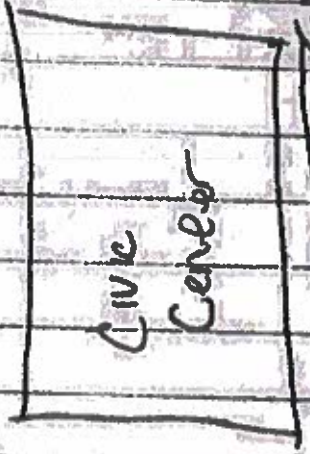
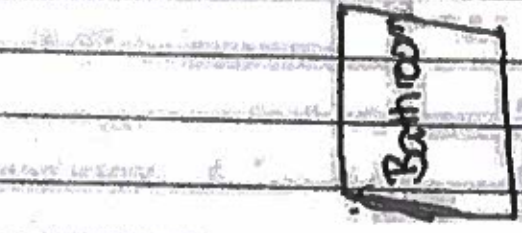
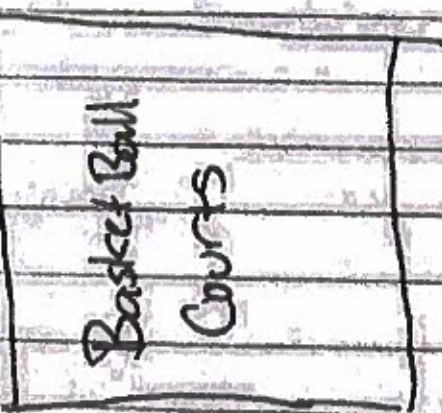
1:30 PM to 5:30 PM  
4 hours



Parking

Parking

Parking



SHAW WALK

SHAW WALK

Field

Field

Field

Guest Entrance

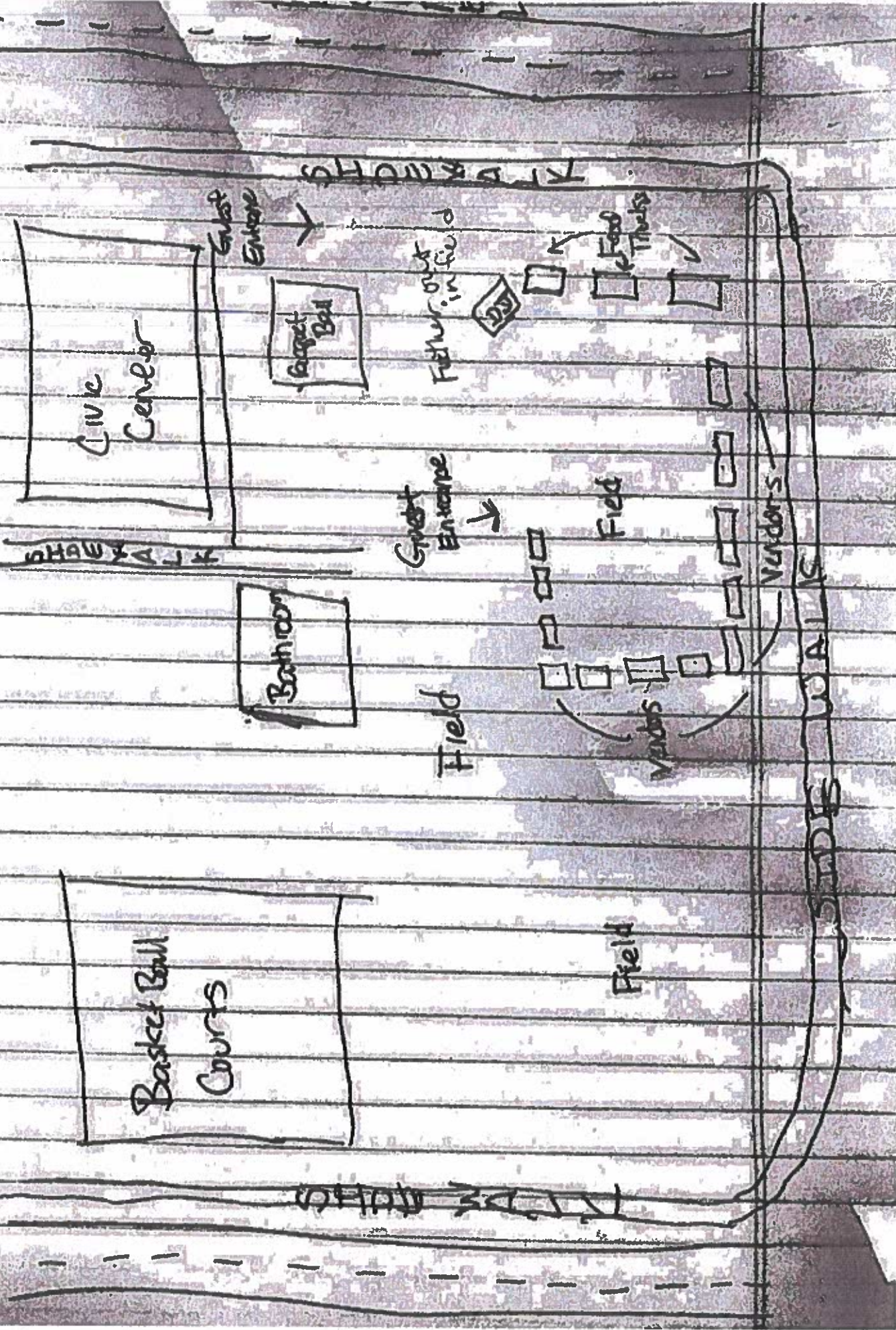
Guest Entrance

Field out in field

Food Trucks

Vendors

SIDE WALK







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2020

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

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

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (888) 202-3007 <b>FAX (A/C. No.):</b> E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Bojack Seafood and More LLC 2231 SE Seafury Ln Port St Lucie, FL 34952	<b>INSURER A:</b> Hiscox Insurance Company Inc      10200	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		UDC-4381942-CGL-20	01/21/2020	01/21/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is also listed as additional insured.

Event: 02/22/2020

<b>CERTIFICATE HOLDER</b> City of South Bay 335 SW 2nd ave South bay Fl 33493	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY OF SOUTH BAY  
SPECIAL EVENT APPLICATION**

**Applicant and Host Organization Information**

**Host Organization Name** - The Host Organization is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities.

Host Organization Name: Bojacks Seafood And More LLC

**Chief Officer** - The Chief Officer of the Host Organization must be identified and sign the permit application. Typically, the Chief Officer is the Chief Executive Officer, President, Executive Director or Board Chair of the Host Organization.

Chief Officer: Willie Frank Marshall Jr.

Host Organization website: \_\_\_\_\_

Address: 2231 SE SeaFury LN

City: Port Saint Lucie State: FL Zip Code: 34952

Phone: 561-692-6108 Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: bojacksseafoodandmore@gmail.com

For Profit:

Non-Profit:

If yes, you must attach to this application a copy of your Florida Consumer's Certificate of Exemption or your IRS 501(c) 3 Determination Letter.

**Applicant/Primary Contact** - Please list any person, professional event organizer, event service provider hired by you that is authorized to work on your behalf to plan this event.

First: Willie Last: Marshall

Mailing Address: 2231 SE SeaFury LN

City: Port Saint Lucie State: FL Zip Code: 34952

Phone: 561-379-9264 Cell: \_\_\_\_\_

Email: djcitybei561@gmail.com

A written communication from the Chief Officer of the Host Organization authorizing the applicant to apply for this Special Event Permit on their behalf must be submitted with your permit application.

## Event Information

Name of Event: A Day In The Bay

Is this an annual event?  No  Yes If yes, how many years has it been held? \_\_\_\_\_

Anticipated Attendance - The estimated number of people who will attend or watch your event.

Total 50-75 Per Day x 1 Number of event days = \_\_\_\_\_ Grand Total

Anticipated Participants - The estimated number of participants (staff, volunteers, vendors, etc) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Total 10-15 Per Day x 1 Number of event days = \_\_\_\_\_ Grand Total  
vendors

Event Description - Information you provide in this section of your permit application may be used for promotional purposes by the City of South Bay.

### Event Category

Organized Run/Walk  Neighborhood Block Party  Festival/Celebration  
 Street Festival  Concert/Performance  Cycling Event  
 Parade/Procession/March  Other, please specify: \_\_\_\_\_

### Event Location

Tanner Park  
 Cox Park  
 Streets or ROW, please specify: \_\_\_\_\_  
 Other, please specify: \_\_\_\_\_

### Date/Time

Setup  
Date: 2-22-2020 Start Time: 10 am End Time: 5:00 pm

Event Date  
Date: 2-22-2020 Start Time: 12 noon End Time: 5:00 noon

Move-out  
Date: 2-22-2020 Start Time: 5:00 pm End Time: 6:30 pm





## Site Plan/Route Map Information & Event Components

### Site Plan/Route Map

Your site plan/route map must be submitted along with your completed application. Applications without site plans/route maps are incomplete and will be rejected and returned to the applicant.

Please attach a clear and legible site plan or map with the following indicated:

1. North, indicated by a directional arrow symbol.
2. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
3. The location and dimensions of all physical equipment being placed, including, but not limited to, any stage(s), merchandize vendors, food concessions, food trucks, sponsors, tents, signs, barricades, portable restrooms, vehicles, picnic shelters, fireworks shoot site, etc.
4. Location of temporary alcohol sales including where both sales and consumption occur, plus dimensions and type of fencing to be used.
5. Indicate 20' wide fire lane clearances in all areas and the location of all fire hydrants.
6. Generator locations and/or source of electricity.
7. Placement of vehicles and/or trailers.
8. Exit locations for outdoor events that are fenced.
9. Accessible viewing area.
10. Parking and Disabled parking areas.

Is the event open to the public?  Yes  No

Is there an admission fee? If yes, please provide amounts:  No  Yes

Does your event involve the use of alcoholic beverages?  No  Yes *WFM*

If yes, please check all that apply:

- Beer Sales  Beer & Wine Sales  
 Beer, Wine & Distilled Spirits Sales  Host & Alcohol Sales

*Please Note: Alcoholic beverages cannot be sold, distributed, nor consumed on City property without appropriate zoning. If you answered yes to any of the above, please also complete and attach an Alcoholic Beverages (Temporary)*

*Sales Form and submit it along with this application.*

Are there musical entertainment features related to your event?  Yes  No

If yes, complete the following information and attach a listing of all stage performance schedules.

Size and Number of Stage(s): DJ

How much electric (in amps) does your stage need? \_\_\_\_\_

Will a sound check be conducted prior to the event?  Yes  No

If yes, Start time: N/A Finish time: \_\_\_\_\_

Will there be merchandise vending at your event?  Yes  No

If yes, please complete the following information and attach a list of all vendors and be sure to indicate vending and electrical requirements on your site plan.

How many vendors? 10-15

How many will need electric? 2-5

How much electric (in amps) does your vending area need? \_\_\_\_\_

Will you hire a private security company?  Yes  No IF needed

If yes, please provide the name of the company and the schedule: \_\_\_\_\_

*Please Note: Palm Beach County Sheriff's Office will review your special event application to make a final determination as to the as to the number of officers, vehicles and/or equipment you will be required to have in order to make sure your event is conducted safely.*

Does your event require overnight security?  Yes  No

Does your event require the use of picnic shelters (if applicable)?  Yes  No

Will inflatable's (moon bounce) be used at your event?  Yes  No

If yes, please provide the name of company: \_\_\_\_\_

Will your event include fireworks or other pyrotechnics?  Yes  No

If yes, please describe: \_\_\_\_\_

Name of company: \_\_\_\_\_

Does your event include food concession and/or preparation areas?  Yes  No

If yes, please describe how food will be served and/or prepared on site:

Food Truck, Mobile Food booth

*Please note: Temporary food service for events must meet all State and local guidelines and requirements.*

Do you intend to cook food at your event?  Yes  No

If yes, please specify method:

Gas

Electric

\_\_\_\_\_ Fryers - Name of grease removal contractor: \_\_\_\_\_

Date & time of pickup: \_\_\_\_\_

\_\_\_\_\_ Other, please specify: \_\_\_\_\_

Do you intend to have food trucks at your event?  Yes  No

If yes, how many? 2-5



Do you plan to provide portable rest room facilities at your event?

If yes, Total number of toilets: \_\_\_\_\_

Number of ADA accessible toilets: \_\_\_\_\_

Number of hand sinks: \_\_\_\_\_

Restroom Company: \_\_\_\_\_

Equipment Setup Date: \_\_\_\_\_ Time: \_\_\_\_\_

Equipment Pickup Date: \_\_\_\_\_ Time: \_\_\_\_\_

Will your event involve the use of a parking and/or shuttle plan?  Yes  No

If yes, please describe: N/A

Will your event be marketed, promoted or advertised?  Yes  No

If yes, please describe: social media - email - radio

Will there be live media coverage during the event?

If yes, please describe where you plan on parking the media: N/A

**Accessibility Plan**

Please describe your plan for people with special needs participation, parking, and viewing:

[Empty box for accessibility plan description]

**Sanitation & Recycling**

You are responsible for leaving the venue clean and clear of debris. Please describe your plan for cleanup and removal of waste, recyclable goods and garbage during and after your event

Number of trash cans: \_\_\_\_\_ we will provide trash bags for all vendors.

Number of recycling containers: \_\_\_\_\_

Number of dumpsters: \_\_\_\_\_

Sanitation Company: \_\_\_\_\_

Equipment Setup Date: \_\_\_\_\_ Time: \_\_\_\_\_

Recycling Company: \_\_\_\_\_

Equipment Setup Date: \_\_\_\_\_ Time: \_\_\_\_\_

### Mitigation of Impact

Due to the nature of your event, the City of South Bay may require you, at your expense, to officially notify residents, business; places of worship, schools and other entities that may be directly impact by your event.

### Insurance Requirements

You are required to procure and maintain commercial general liability insurance with a minimum of \$1,000,000 per occurrence and a \$2,000,000 general aggregate. Proof of insurance must be submitted minimum of 30 days prior to the first day of the rental period through the move-out activities. This insurance must name the City of South Bay as an additional insured in any and all policies. Due to the nature of your event, additional insurance may be required.

### Affidavit of Applicant & Hold-Harmless Acknowledgement

By signing this application, you are certifying that you understand the information in this application to be true and correct to the best of your knowledge, and that you agree to comply with City of South Bay Code of Ordinances (Code: 28-51) and all City rules, regulations and policies. Should the City grant approval and a Special Event Permit be issued, you also agree to comply with any other rules and requirements provided by law.

In consideration of the privileges that may be granted by issuance of a Special Event permit, the Host Organization shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all officials, agents and employees of the City, from and against all claims which may result from allowing Applicant to utilize the public right-of-way or City owned park. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Host Organization's obligation to indemnify, defend, and hold harmless includes any claim by Host Organization's agents, employees, representatives or any subcontractor or its employees. The Host Organization acknowledges that the provisions of this paragraph apply to and include any liability resulting for incidents involving the streetcar electrified cables. Said indemnification shall not include claims resulting solely from the act, omission, negligence, or other fault on the part of the City, its official, agents, or employees.

I further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of South Bay.

Print Name of Host Organization: Bojacks Seafood And More LLC

Printed Name of Chief Officer: Willie F Marshall Jr.

Title: A Day In The Bay

Signature: [Signature] Date: \_\_\_\_\_

Print Name of Primary Contact: Willie F. Marshall Jr.

Title: Owner of Bojacks Seafood & More LLC

Signature: [Signature] Date: \_\_\_\_\_

**RESOLUTION NO. 04- 2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NO. 005 TO THE AGREEMENT (R2016-0567) BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County entered into an Agreement (R2016-0567) on May 3, 2016, with the City of South Bay ("City"), as amended by Amendment 001 (R2017-1816) on December 5, 2017, Amendment 002 (R2018-1573) on October 1, 2018, Amendment 003 (R2019-0962) on May 7, 2019 and Amendment 004 (R2019-1772) on September 27, 2019, to provide Nine Hundred Three Thousand Six Hundred One Dollars (\$903,601.00) of Community Development Block Grant (CDBG) funds for the design and construction of improvements to Cox Park and Tanner Park; and

**WHEREAS**, construction activity is complete with project close-out and punch list items to be addressed by the contractor; and

**WHEREAS**, the activities remaining to bring the project to final completion will occur subsequent to the Agreement end date; and

**WHEREAS**, the Municipality has requested to extend the project completion date and modify the Monthly Performance Requirements in accordance with the terms and conditions set forth herein.

**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 Amendment No. 005 to the Agreement (R2016-0567), between the City of South Bay and Palm Beach County, related to the Community Development Block Grant award, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

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

passage and adoption.

**PASSED and ADOPTED** this 4<sup>th</sup> day of February 2020.

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Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Natalie Malone, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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Burnadette Norris-Week, Esquire  
City Attorney

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

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

VOTE:

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



**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2016-0567) on May 3, 2016, with the City of South Bay, as amended by Amendment 001 (R2017-1816) on December 5, 2017, Amendment 002 (R2018-1573) on October 1, 2018, Amendment 003 (R2019-0962) on May 7, 2019, and Amendment 004 (R2019-1772) on September 27, 2019, to provide \$903,601 of Community Development Block Grant (CDBG) funds for the design and construction of improvements to Cox Park and Tanner Park; and

**WHEREAS**, construction activity is complete with project close-out and punch list items to be addressed by the contractor; and

**WHEREAS**, the activities remaining to bring the project to final completion will occur subsequent to the Agreement end date; and

**WHEREAS**, the Municipality has requested to extend the project completion date and modify the Monthly Performance Requirements in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. SECTION 6: MAXIMUM COMPENSATION**

Replace "January 31, 2020" with "April 30, 2020".

**C. SECTION 7: TIME OF PERFORMANCE**

Replace "January 31, 2020" with "April 30, 2020".

**D. EXHIBIT A-1: SECTION 1-G: MONTHLY PERFORMANCE REQUIREMENTS**

Replace "January 31, 2020" with "April 30, 2020", and revise the performance requirements below to read as follows:

Submit Final Reimbursement by:                      March 31, 2020

Except as modified by this Amendment 005, the Agreement, as previously amended, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 005 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

By: \_\_\_\_\_  
Joe Kyles, Mayor

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

By: \_\_\_\_\_  
Attorney for Municipality (Optional)

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

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Department of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

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

By: \_\_\_\_\_  
Howard J. Falcon III  
Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

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## RESOLUTION 05-2020

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR ENDING 2019; PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, on August 20, 2019, the South Bay City Commission adopted Resolution 34-2019 authorizing the City Manager to enter into an agreement with HCT Certified Public Accounts and Consultants, LLC ("HCT") to perform the annual independent audit for fiscal years 2019-2022 ("Agreement"); and

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

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

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

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

**Section 2.** Authorization of Mayor and City Manager. The Mayor and the City Manager of the City of South Bay are hereby authorized to execute the Engagement Letter for Audit Services with HCT Certified Public Accounts and Consultants, LLC for completion of the Annual Independent Audit for the City of South Bay for fiscal year 2019, attached hereto as Exhibit "A" and take all necessary and expedient action to carry out the intent of this Resolution.

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2020.

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

Attested

By: \_\_\_\_\_  
Natalie Malone, 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 Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



January 10, 2020

To the Honorable Mayor and Members of the City Council and Management

City of South Bay  
335 SW 2<sup>nd</sup> Avenue  
South Bay, Florida 33493

We are pleased to confirm our understanding of the services we are to provide the City of South Bay, Florida (the 'City') for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) The statistical section

## **Audit Objective**

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General*.

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and members of the City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by

management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

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

#### **Audit Procedures—Internal Control**

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

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

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



professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Rules of the Auditor General.

### **Audit Procedures—Compliance**

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

The Uniform Guidance and the Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and Chapter 10.550 for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Rules of the Auditor General.

### **Management Responsibilities**

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

### **Engagement Administration, Fees, and Other**

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

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

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

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

The audit documentation for this engagement is the property of HCT Certified Public Accountants and Consultants, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any applicable oversight agency for audits or its designee, a federal agency providing



direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants. LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit on approximately February 2020 and to issue our reports no later than March 31, 2020. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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

#### **Employee Retention**

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

#### **Arbitration and Equitable Relief**

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

(b) Equitable Remedies. This governmental entity agrees that it would be impossible or inadequate to measure and calculate HCT Certified Public Accountants & Consultants LLC's damages from any breach of the covenants. Accordingly, this entity agrees that if this entity breaches any of the covenants, HCT Certified Public Accountants & Consultants LLC will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. This entity further agree that no bond or other security shall be required in obtaining such equitable relief and this entity hereby consent to the issuance of such injunction and to the ordering

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

Very truly yours,

*HCT Certified Public Accountants & Consultants, LLC*

**RESPONSE:**

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

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

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

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

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

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

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

## RESOLUTION 06-2020

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A TREASURE COAST REGIONAL PLANNING COUNCIL BROWNFIELDS PROGRAM BROWNFIELDS SITE ASSESSMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") is desirous of redeveloping property located at 105 Palm Beach Road within the City; and

**WHEREAS**, said property is suspected to be contaminated with petroleum and/or hazardous substances, rendering it a Brownfields site; and

**WHEREAS**, the City desires to submit a Brownfields Site Assessment Application ("Application") to the Treasure Coast Regional Planning Council ("TCRPC"); and

**WHEREAS**, one stipulation of the TCRPC Application process is that an environmental site investigation be performed in order to accurately assess the extent of the contamination; and

**WHEREAS**, the property located at 105 Palm Beach Road has undergone a Phase I Environmental Site Assessment, which is a part of Composite Exhibit "A" attached hereto and which satisfies the environmental site investigation component; and

**WHEREAS**, submission of the Brownfields Site Assessment Application ("Application") to the Treasure Coast Regional Planning Council 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, 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 Manager of the City of South Bay is hereby authorized to submit a Brownfields Site Assessment Application ("Application") to the Treasure Coast Regional Planning Council for redevelopment consideration of a parcel of land located at 105 Palm Beach Road within the City, as attached hereto as Composite Exhibit "A"; and take all necessary and expedient action to carry out the intent of this Resolution.

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

**PASSED and ADOPTED** this 4<sup>th</sup> day of February 2020.

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

Attested

By: \_\_\_\_\_  
Natalie Malone, 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 Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



**Treasure Coast Regional Planning Council  
BROWNFIELDS PROGRAM  
BROWNFIELDS SITE ASSESSMENT APPLICATION**

On behalf of a qualifying applicant, the Treasure Coast Regional Planning Council (TCRPC) may perform, via qualified contractor, an environmental site investigation such as a Phase I or Phase II, for a qualifying Brownfield property. The goal of the program is to facilitate the redevelopment of properties that are suspected to be contaminated with petroleum or hazardous substances.

Projects sponsored by public agencies with firm redevelopment plans and a strong commitment to facilitating the development of the site after it is assessed, are preferred. Projects that have financing available for potential cleanup costs and community involvement in reuse planning will be given higher priority. This program focuses on potential brownfield redevelopment projects encompassing one or more of the following program areas:

- Workforce Housing
- Mixed-Use Development
- Health and Welfare
- Job Creation
- Creation of Parks and Open Space

**For each site, please provide the requested information and submit application along with letters of support to:**

Stephanie Heidt, AICP  
*Economic Development and  
Intergovernmental Programs Director*  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, Florida 34994  
Phone: 772.221.4060  
Cell: 772.475.3863  
E-mail: [sheidt@trpc.org](mailto:sheidt@trpc.org)

**APPLICANT INFORMATION**

<b>1. Applicant Organization</b>	<b>City of South Bay</b>
Address	335 SW 2 <sup>nd</sup> Street
City/State/Zip	South Bay, FL 33493
Contact Person	Leondrae Camel, City Manager
Phone/Email	561-996-6751 / <a href="mailto:camell@southbaycity.com">camell@southbaycity.com</a>

**Describe Applicants Eligibility.**

Municipality/Local Government

Non-Profit Organization

Private Property

Other (Please specify)

Citizen Affected By Potential Site

**SITE INFORMATION**

**Site Name/Parcel**

Parcel Control No. 58364414150030030  
Site Address 105 Palm Beach Road  
City South Bay

**Current Site Ownership (if different from applicant)**

Name

Address

City/State/Zip

Phone/Fax/Email

1. **Site Zoning:** Park/Rec      **Total Acreage of Site:** (attach site map, if available) 2.2 acres

2. **# Buildings on Site:** 1 (per County records) – also miscellaneous structures

**Approx. Sq. Footage:** Clubhouse: 2,060 SF

**Condition:** (e.g., usable, partially razed, gutted by fire, etc.) Likely to be demolished

3. **Amount of Delinquent Property Taxes (if any)** \$ n/a (municipal-owned)

**Assessed Value** \$ n/a (County property appraiser does not provide the service on-line)

- 4. If the applicant owns the property, please describe whether you are responsible for any of the environmental concerns at the site.**

No environmental impacts have been documented to-date.

- 
- 5. Past Site Uses and Approximate Dates:** (e.g., type of manufacturing, landfill, industrial, commercial, retail, etc.)

School (1930's to early 1970's), agricultural land use likely prior to school development.

- 
- 6. Describe how the property became contaminated.**

Currently, there are no records indicating the property is contaminated.

- 7. Describe the nature and extent of contamination.**

n/a (see No. 6)

- 8. If the site is contaminated with petroleum, provide documentation of the following that:**

- a. the site is of "relatively low risk" compared with other "petroleum-only" sites in the state;
- b. there is "no viable responsible party" legally capable of satisfying obligations under Federal or state law to assess, investigate, or clean up the site;
- c. funding for the site will be used by a party that is not potentially liable for the petroleum contamination to assess, investigate, or clean up the site; and
- d. the site is not subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA).

- 9. If the property is not owned by the applicant, please describe any plans for property acquisition.**

- 10. If the applicant does not own the property, does applicant have legal permission authorizing Council to enter the property to conduct site assessment activities?**

**Yes. If yes, please attach the executed Site Access Agreement form.**

**No. If no, please Explain.**

Note: Failure to obtain legal permission for site access will result in delay of the application.



- 11. Describe the anticipated flow of ownership of site/property throughout the process of assessment, cleanup, and redevelopment and describe any problems.**

Potential for sale to developer.

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## GENERAL

- 1. Is the brownfields site eligible for State of Florida cleanup funding under the Inland Protection Trust Fund?**

No (not a regulated facility)

- 2. If yes, what is the DEP priority score?**

- 3. What is the timeline for proposed site development/redevelopment activities?**

To be determined based on the proposed due diligence efforts.

## ASSESSMENT

- 1. Describe prior site assessment activities, if known. Please attach relevant assessment report(s).**

No indications of previous assessment were discovered as part of the recently-completed Phase I ESA.

- 2. Describe any compliance or enforcement actions, historically or pending, at the site.**

(none)

- 3. Describe site assessment activities being requested (Phase I or Phase II, etc) and estimated costs.**

Phase I ESA completed in November 2019. Phase II ESA proposal being completed based on the findings of the Phase I ESA.

- 4. Describe the financial needs for each phase of the project (assessment, cleanup, and redevelopment), if known.**

City is requesting financial assistance for due diligence as part of the redevelopment efforts.

## REDEVELOPMENT

- 1. Anticipated Future Use:** (i.e. residential, recreational, commercial, retail, industrial, greenspace area)

Emergency Management Command Shelter with Fortified Shelter (see attached flyer) and Recreational Facility

- 2. Describe applicant's proposed vision for reuse.**

Emergency Management Command Shelter with Fortified Shelter (see attached flyer) and Recreational Facility

- 3. Provide a proposed budget for the project.**

\$3.5 Million - \$5 Million

- 4. Describe municipal commitment such as financial incentives to encourage redevelopment (i.e., tax incentives, tax increment financing, fast-tracking permitting etc.). Attach any supporting documents.**

The City received a Planning and Design Grant from the State Legislature and is in the process of seeking additional State and other funds for the construction of the facility.

- 5. Describe proposed funding sources for any site cleanup and current/past evidence of developer interest.**

- 6. How do proposed reuse(s) and your ongoing efforts to prevent the creation of future brownfields fit into your community's master plan, economic development plan/activities and other relevant plans/activities?**

The proposed redevelopment is consistent with local and state building codes, as well as the local comprehensive plan.

- 7. Describe the extent to which the grant would facilitate the creation and/or preservation of parks and open spaces.**

The project will expand and improve an existing park and community center, while adding a critically needed Emergency Operations Center/Facility.

- 8. Describe whether the project will use existing infrastructure or require its expansion.**

The project will utilize existing infrastructure (including roadways, water and sewer services)

## COMMUNITY

- 1. Provide a detailed description of the target community that the project will benefit. Explain how the targeted community will benefit.**

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See attached flyer

- 2. Describe how your plans for reuse of the site will enhance your community's social, economic, and environmental well-being.**

See attached flyer

- 3. Describe efforts to involve community organizations in project development and implementation activities.**

The City has, and will continue to, incorporate Citizens' concerns and comments into the design of the facility.

- 4. Describe how affected communities will be involved in future land use and site ownership decisions.**

The community has had the opportunity to provide comments on the project via workshops and public meetings.

- 5. Describe any environmental justice concerns associated with the site.**

See the attached flyer for the demographics of the community.

The redevelopment of this site will have a positive impact on low-income and minority residents.

## BROWNFIELDS SITE ACCESS AGREEMENT

Execution of this form is a requirement for assistance through the Brownfields Site Assessment, Cleanup and Remediation program. In consideration of the mutual covenants, promises and representations herein, the undersigned agree as follows:

- 1) \_\_\_\_\_ (“Owner”), hereby give permission to the Treasure Coast Regional Planning Council (“TCRPC”) and its employees, agents, representatives and its contractors (and their subcontractors) to enter the Owner’s property (“the property”) located at \_\_\_\_\_ . The Owner represents and warrants that the Owner owns 100% of the fee simple title to the property. It is agreed that one of TCRPC’s contractors is an engineering firm.
- 2) This permission is contemplated to be used for the TCRPC’s Brownfields site assessment, cleanup and/or remediation and to include the following activities, which may be performed by the TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) to evaluate, cleanup and/or remediate environmental conditions that may be present at the property and including, but not limited to, the following:
  - a. To access all areas of the property including areas where environmental contamination may exist;
  - b. To conduct interviews, photographs, site sketches and air monitoring;
  - c. To collect, remove, modify any waste, contaminants, soil, surface water, sediment, groundwater and any other materials or substances for the purpose of sampling, cleanup and/or remediation of the property, as deemed necessary, including, but not limited to, the installation of groundwater monitoring wells;
  - d. To use on the property such equipment, including but not limited to vehicles, backhoes and drill rigs, as is deemed necessary to perform any of the above activities; and
  - e. To take such other actions as to the property as are in furtherance of the Interlocal Subgrant Agreement between Owner and TCRPC.
- 3) The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.
- 4) TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) may enter the property during normal business hours and may also make special arrangements to enter the property at other times after Owner has given written consent to do so.
- 5) This permission shall remain effective and shall continue until such time as the Owner delivers to TCRPC written notice of revocation, which revocation shall become effective 10 days after delivery to TCRPC. Notwithstanding the foregoing, this Agreement shall in any event terminate 2 years from the date it has been executed by TCRPC.
- 6) This instrument shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. If any term or provision of this instrument shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This instrument contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements. This instrument may be modified only by an instrument in writing signed by the party to be charged with the modification. Nothing contained in this instrument shall be deemed to make the parties partners or engaged in a joint venture with one another. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile or emailed copy of this Agreement shall be considered for all purposes an original.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**NOTARIZATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_, as identification. (Note  
Notary: if personally known to you please circle the words "personally known to me" and if not, then print on the line the  
type of identification relied upon such "Florida Driver's License").

\_\_\_\_\_  
NOTARY PUBLIC STATE OF \_\_\_\_\_  
Printed Name:  
Commission Number:  
Commission Expiration Date:

**Accepted by the Treasure Coast Regional Planning Council:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director Date:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**NOTARIZATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_, as identification. (Note  
Notary: if personally known to you please circle the words "personally known to me" and if not, then print on the line the  
type of identification relied upon such "Florida Driver's License").

\_\_\_\_\_  
NOTARY PUBLIC STATE OF \_\_\_\_\_  
Printed Name:  
Commission Number:  
Commission Expiration Date:



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

Betty H. Barnard  
 Vice Mayor

Esther E. Berry  
 Treasurer

John Wilson

Taranza L. McKelvin

Leondrae D. Camel  
 City Manager

Natalie Malone  
 City Clerk

Burnadette 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 28, 2020  
 Ref: Weekly check register

Enclosed, please find the summary of check register as of January 28, 2020:

General Fund

• Utility:			
	Comcast	\$	1,052.87
	FPL		<u>5,801.46</u>
		\$	6,854.33
• CAP Government			1,690.00
• Ally			725.70
• Burnadette Norris-Weeks			6,863.87
• Bank of America			3,451.87
• JLH Associates			750.00
• Primestar Digital Network			299.00
• Coastal Network Solutions			1,500.00
• PBC Sheriff's Office			18,657.42
• Marathon/WEX Bank			1,626.12
• Oratorical Contest			1,200.00
• Rosenwald Elementary			1,900.00
• Glades Area Ministerial Association			1,250.00
• Jordan Connors Group			1,666.66
• AT&T Mobility			719.55
• Ford Motor Credit			1,768.20
• Clarke			1,814.37
• Purchased of supplies, materials and parts			1,739.55 <b>A</b>
• Deposit Refunds			150.00 <b>B</b>
• Payroll deductions			238.81 <b>C</b>
• Other			<u>4,873.36 <b>D</b></u>
	<b>Total</b>	<b>\$</b>	<b><u>52,884.48</u></b>

Capital Project

CAP Engineering	\$	1,520.00
Zahlene Enterprise	\$	<u>199,711.21</u>
	<b>Total</b>	<b>\$ <u>201,231.21</u></b>

Sanitation Fund

Waste Management	\$	60,390.10
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Water & Sewer Fund

US Water Services	\$	3,942.43
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# AP Check Register Report

## City Of South Bay (CSBFND)

01/03/2020 10:30:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12302	\ ALLY	ALLY	01/03/2020	725.70
12303	\ CLARKE	CLARKE	01/03/2020	1,209.58
12304	Ⓟ DAVID HOBBS	DAVID HOBBS	01/03/2020	150.00
12305	Ⓟ EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	01/03/2020	30.15
12307	Ⓟ FPL	FPL	01/03/2020	5,801.46
12308	Ⓟ NATIONAL LEAGUE OF C	NATIONAL LEAGUE OF CITIES	01/03/2020	849.00
12309	Ⓟ ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	01/03/2020	113.09
12310	Ⓟ PERFORMANCE NAPA	PERFORMANCE NAPA	01/03/2020	58.98
12311	✓ PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	01/03/2020	299.00
12312	Ⓟ ROBBIE TIRE	ROBBIE TIRE	01/03/2020	10.00
<b>Non-Electronic Transactions:</b>				9,246.96
<b>Total Transactions:</b>				9,246.96

# AP Check Register Report

## City Of South Bay (CSBFND)

01/10/2020 11:36:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12313	B	BETTY BARNARD	01/10/2020	442.00
12314	A	BROOKER GLASS CO	01/10/2020	123.00
12315	U	COMCAST	01/10/2020	281.23
12316	A	ECONOMY TRANSMISSIO	01/10/2020	92.76
12317	D	FLORIDA PUBLIC HUMAN	01/10/2020	55.00
12318	F	FORD CREDIT DEPT 67-4:	01/10/2020	868.46
12319	A	HOME DEPOT CREDIT SE	01/10/2020	94.10
12320	D	INDEPENDENT NEWSPAP	01/10/2020	248.96
12321	D	JOE KYLES	01/10/2020	442.00
12322	J	JORDAN CONNORS GROU	01/10/2020	1,666.66
12323	M	MARATHON/MEX BANK	01/10/2020	1,626.12
12324	C	NEW YORK LIFE INS	01/10/2020	108.81
12325	A	OFFICE DEPOT CREDIT	01/10/2020	654.74
12326	A	PALM BEACH EMBROIDEI	01/10/2020	180.00
12327	A	PERFORMANCE NAPA	01/10/2020	107.55
12328	C	ROLFE & LOBELLO, P.A.	01/10/2020	130.00

<b>Non-Electronic Transactions:</b>	7,121.39
<b>Total Transactions:</b>	7,121.39

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12329		GLADES AREA MINISTERI GLADES AREA MINISTRERIAL ASSOCIATION	01/13/2020	1,250.00
<b>Totals:</b>			<b>Total Transactions:</b>	1,250.00

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

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12330	✓	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	01/16/2020	1,900.00
<b>Totals:</b>			<b>Total Transactions:</b>	1,900.00	

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

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12331	KHALIA THOMAS	KHALIA THOMAS	01/16/2020	125.00
12332	DWAINE DOWDELL	DWAINE DOWDELL	01/16/2020	100.00
12333	BELLA CIDOINE	BELLA CIDOINE	01/16/2020	75.00
12334	MARIAH CHARLES	MARIAH CHARLES	01/16/2020	125.00
12335	AUBREY VITAL	AUBREY VITAL	01/16/2020	100.00
12336	PRECIOUS VICKERS	PRECIOUS VICKERS	01/16/2020	75.00
12337	JADA LOVELY	JADA LOVELY	01/16/2020	125.00
12338	ROMEO BROWN	ROMEO BROWN	01/16/2020	100.00
12339	ANTHONY JEAN-JACQUE	ANTHONY JEAN-JACQUES	01/16/2020	75.00
12340	JERMAINE LOVELY JR	JERMAINE LOVELY	01/16/2020	125.00
12341	MYA RODRIGUEZ	MYA RODRIGUEZ	01/16/2020	100.00
12342	JOSHUA HOPSON	JOSHUA HOPSON	01/16/2020	75.00
<b>Totals:</b>			<b>Total Transactions:</b>	<b>1,200.00</b>

# 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
12343	✓	BURNADETTE NORRIS-W BURNADETTE NORRIS-WEEKS	01/17/2020	6,863.87
12344	✓	CAP GOVERNMENT CAP GOVERNMENT	01/17/2020	1,690.00
12345	✓	CLARKE CLARKE	01/17/2020	604.79
12346	✓	COASTAL NETWORK SOL COASTAL NETWORK SOLUTIONS, LLC	01/17/2020	1,500.00
12347		COMCAST COMCAST	01/17/2020	121.36
12348		COMCAST BUSINESS COMCAST	01/17/2020	650.28
12349	Δ	ECONOMY TRANSMISSIO ECONOMY TRANSMISSION SERVICE	01/17/2020	75.00
12350	✓	JLH ASSOCIATES JLH ASSOCIATES	01/17/2020	750.00
12351	Δ	JOHN DEERE FINANCIAL JOHN DEERE FINANCIAL	01/17/2020	496.63
12352	Δ	JP ELECTRONIC JEFF PAULDO D/B/A JP ELECTRONICS &	01/17/2020	94.00
12353	Δ	WHITE ELECTRICAL CON WHITE ELECTRICAL CONTRACTORS INC	01/17/2020	180.00
<b>Non-Electronic Transactions:</b>				13,025.93
<b>Total Transactions:</b>				13,025.93



# 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
12354	✓BANK OF AMERICA, NA	BANK OF AMERICA	01/22/2020	3,451.87
12355	✓FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	01/22/2020	899.74
12356	✓PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	01/22/2020	18,657.42
12357	✓SAM KING CATERING	SAMUEL KING	01/22/2020	375.00
12358	✓TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	01/22/2020	200.18
12359	✓XEROX CORP	XEROX CORPORATION	01/22/2020	255.97
<b>Non-Electronic Transactions:</b>				<b>23,840.18</b>
<b>Total Transactions:</b>				<b>23,840.18</b>

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12360	0 LYNPHAS E. HENRY	LYNPHAS E. HENRY	01/23/2020	550.00
Totals:			Total Transactions:	550.00

**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
12361	D ALEX DOORS INC	ALEX DOORS INC	01/27/2020	675.00
12362	D GOLDEN CORRAL *	GOLDEN CORRAL	01/27/2020	209.80
Non-Electronic Transactions:				884.80
Total Transactions:				884.80

# 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
176	CAP ENGINEERING	CAP ENGINEERING	01/17/2020	1,520.00
177	ZAHLENE ENTERPRISE IN	ZAHLENE ENTERPRISE, INCE	01/17/2020	199,711.21
<b>Non-Electronic Transactions:</b>				201,231.21
<b>Total Transactions:</b>				201,231.21

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
205	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	01/08/2020	21,723.24
<b>Non-Electronic Transactions:</b>				21,723.24
<b>Total Transactions:</b>				21,723.24

**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
206	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	01/10/2020	3,311.95
Non-Electronic Transactions:				3,311.95
Total Transactions:				3,311.95



**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
207	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	01/17/2020	10,559.54
<b>Non-Electronic Transactions:</b>				10,559.54
<b>Total Transactions:</b>				10,559.54

# 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
208	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	01/28/2020	24,795.37
Non-Electronic Transactions:				24,795.37
Total Transactions:				24,795.37

**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
2151	US WATER	U.S. WATER SERVICES CORPORATION	01/28/2020	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43