

**RESOLUTION NO. 24-2019**

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

**WHEREAS**, the City of South Bay ("City") desires to enter into an agreement with the Florida Power & Light Company ("FPL") for the conversion of Two (2) streetlights from HPSV to LED as a part of the new LT-1 LED Street Light Tariff Project within the City; and

**WHEREAS**, the conversion of FPL streetlights took place throughout the entire city in 2018; and

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

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

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

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

**Section 2.** **Acceptance of Agreement with FPL for LT-1 LED Street Light Tariff Project.** The City Commission of the City of South Bay hereby accepts the Agreement with FPL, marked as Exhibit "A", entitled, "LED Lighting Agreement" and Exhibit "B", entitled, "South Bay New Lights US-27 Ave Light Locations", attached hereto.

**Section 3.** **Authority of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement with Florida Power & Light Company for the conversion of Two (2) street lights from HPSV to LED at no upfront cost to the City whereby FPL will pay for the street lights and will charge the City for the fixtures, maintenance and energy.

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

**PASSED and ADOPTED** this 16th day of July 2019.

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Joe Kyles, Mayor

**ATTEST:**

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)



FPL Account Number: **9506325811**

FPL Work Request Number: \_\_\_\_\_

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of South Bay (hereinafter called the Customer), requests on this \_\_\_\_ day of **June**, **2019**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) US-27, located in South Bay, Florida.

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

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

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

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

**Fixtures** <sup>(2)</sup>

Type (HPSV,MV,LED)	Manufacturer	Watts	Lumens	Color Temperature (LED Only)	Style	Existing Fixture Count (A)	# Installed (B)	# Removed (C)	New Fixture Count (A+B-C)
LED	AEL	268			ATB2	NA	2	0	NA

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

(b) Modification to existing facilities other than described above (explain fully): Two new lights to be added to existing poles. Pole Numbers 155108 and 155216 on 8 ft arms facing the street.

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

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

**IT IS MUTUALLY AGREED THAT:**

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

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

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.

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

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

Charges and Terms Accepted:

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

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

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

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Francisco J Arbide  
(Print or type name)

Title: Business Development Manager



# LED Lighting Plan

## South Bay New lights on US-27

### Going Green

This plan reduces power consumption by: (2,304) kWh / year  
 and that eliminates: (2) metric tons of CO<sub>2</sub> every year<sup>1</sup>  
 or removing: (0) cars from the road<sup>2</sup>

<b>TOTAL</b>	<b>2</b>		<b>\$ -</b>	<b>\$ 46.59</b>	<b>\$ 46.59</b>
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Installation Details		Existing	Proposed	Variance	
<b>1</b>	select fixture:	<b>None</b>	<b>ATB2 274 Watt, Gray</b>		
	select pole:				
Quantity:	2	Fixture*	\$ -	\$ 27.00	\$ 27.00
Conversion:	No	Pole			
Full/Hybrid:	Full	Maintenance	\$ -	\$ 3.44	\$ 3.44
		Energy**	\$ -	\$ 16.15	\$ 16.15
		<b>Total</b>	<b>\$ -</b>	<b>\$ 46.59</b>	<b>\$ 46.59</b>

\* Includes fixture fee and \$.97 monthly conversion fee

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

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\* Includes fixture fee and \$.97 monthly conversion fee

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



\* Includes fixture fee and \$.97 monthly conversion fee

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

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\* Includes fixture fee and \$ 97 monthly conversion fee

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

Month	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019	Jan													
2019	Feb													
2019	Mar													
2019	Apr													
2019	May													
2019	Jun													
2019	Jul													
2019	Aug													
2019	Sep													
2019	Oct													
2019	Nov													
2019	Dec													
2019	Total													
2020	Jan													
2020	Feb													
2020	Mar													
2020	Apr													
2020	May													
2020	Jun													
2020	Jul													
2020	Aug													
2020	Sep													
2020	Oct													
2020	Nov													
2020	Dec													
2020	Total													

\* Includes fixture fee and \$.97 monthly conversion fee

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





Table with 6 columns and multiple rows, mostly containing faint, illegible text.

\* Includes fixture fee and \$.97 monthly conversion fee  
\*\* Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges  
Sales tax and franchise fees not included

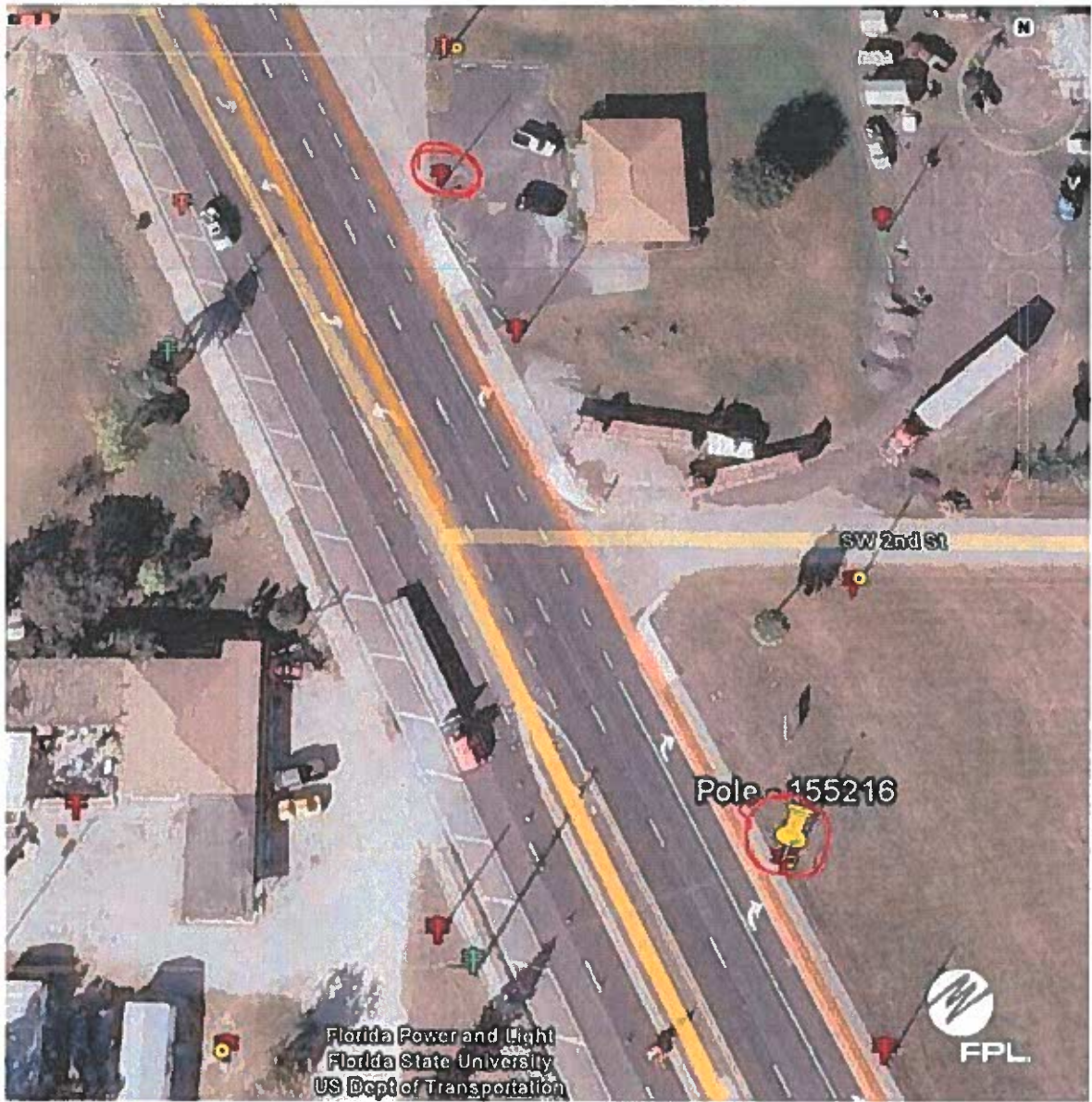
Table with 6 columns and 20 rows. The table is currently empty.

\* Includes fixture fee and \$.97 monthly conversion fee

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







Florida Power and Light  
Florida State University  
US Dept of Transportation



## RESOLUTION 25-2019

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA DECLARING A LOCAL PREFERENCE INTENT FOR HIRING LOCAL BUSINESSES WHEN THE CITY OF SOUTH BAY PROCURES SERVICES UTILIZING FUNDING FROM CITY GENERATED RESOURCES OR FUNDING FROM NON-STATE AND NON-FEDERAL GOVERNMENTAL ENTITIES; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of South Bay ("City") desires to express its intent to procure goods or services utilizing funding from City generated resources or funding from non-state and non-federal governmental entities to the greatest extent possible; and

**WHEREAS**, the City further desires to use best efforts to establish local preference for local businesses to the extent that the quality of services to be provided by non-local and by local businesses are equivalent in value; and

**WHEREAS**, the City desires to utilize a local preference for competitive solicitations so long as the local business holds a valid business tax receipt and has physical location(s) whose address is within the City limits for a period of no less than three (3) month; and

**WHEREAS**, the City Commission directs the City Manager to incorporate, to the greatest extent possible, the local preference into future solicitations that meet the requirements of this resolutions; and

**WHEREAS**, City Commission has determined that declaring an intent for hiring local businesses when the City of South procures goods and services utilizing funding from City generated resources or funding from non-state and non-federal governmental entities is in the best interest of City and its residents.

**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.** Expressing Intent for Local Preference. The City Commission hereby declares its intent for hiring local businesses when the City of South procures goods and

services utilizing funding from City generated resources or funding from non-state and non-federal governmental entities consistent with the terms and conditions of this Resolution.

**Section 3. Definition for Local.** The definition of "Local" for purposes of applying preference pursuant to this Resolution shall mean *"any business that has an established business operation within the City of South Bay for a period of no less than three (3) months with a valid business tax receipt and registered with the State of Florida, Division of Corporations. The local business shall be staffed with at least one full-time employee who works or lives within the City of South Bay for no less than three (3) months, as verified by official documents and records as determined by the City (such as a valid Florida driver's license).*

**Section 4. Declaration of Local Preference; Authorization of City Manager.** The City Commission of the City of South Bay, Florida hereby declares a local preference intent for the City. The City Commission further authorizes the City Manager 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 16<sup>th</sup> day of July, 2019.

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Joe Kyles, Mayor

**ATTEST:**

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)

## RESOLUTION 26-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RESCINDING RESOLUTION 09-2018 DUE TO THE INABILITY OF SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) AND THE CITY OF SOUTH BAY TO NEGOTIATE TERMS NECESSARY FOR AN ECONOMIC DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about September 19, 2017, the City of South Bay ("City") published a Request for Letters of Interest ("RLI") concerning the future improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce" located adjacent to US Hwy 27 within the City limits; and

**WHEREAS**, proposals were received up until November 3, 2017 at 3:00 p.m. and South Florida Logistical Holdings, LLC (an affiliate of South Florida Crystals Corporation) was eventually determined to be the successful proposer; and

**WHEREAS**, economic development, including job creation, was the primary concern for issuing the RLI for the development of the South Bay Park of Commerce; and

**WHEREAS**, Resolution 09-2018 required the City of South Bay and South Florida Logistical Holdings, LLC (an affiliate of South Florida Crystals Corporation) to negotiate an economic development agreement related to the property, considering the following terms and conditions that will benefit the overall welfare of the City: a) economic development for the City of South Bay shall be the primary purpose of all negotiations; b) development for the conceptual plans rendered should be completed within a five (5) year period; c) all development complies with the current zoning uses currently permitted (no farming of land to be permitted); d) negotiations require provisions for job creation and job training of local South Bay residents; and the property will revert back to the City of South Bay if not developed within five (5) years, irrespective of market forces; and

**WHEREAS**, the parties have reached impasse and were not able to negotiate a successful resolution on any of the terms set for in Resolution 09-2018, a resolution the City now desires to rescind.

**WHEREAS**, Rescinding Resolution 09-2018 is in the best interests of the residents of the City.

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

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

**Section 2. Rescinding Resolution #09-2018.** The City Commission of the City of South Bay hereby rescinds Resolution #09-2018 due to the inability of South Florida Logistical Holdings, LLC (an affiliate of South Florida Crystals Corporation) and the City of South Bay to negotiate a development agreement pursuant to the necessary terms of Resolution #09-2018.

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

**PASSED and ADOPTED** this 16th day of July 2019.

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

**ATTEST:**

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)



**RESOLUTION 09-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ATTEMPT TO NEGOTIATE AN ECONOMIC DEVELOPMENT AGREEMENT WITH SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC. (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) IN CONNECTION WITH THE CITY'S REQUEST FOR LETTERS OF INTEREST (RLI 2017-01); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about September 19, 2017, the City of South Bay ("City") published a Request for Letters of Interest ("RLI") concerning the future improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US Hwy 27 within the City limits; and

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

**WHEREAS**, South Florida Logistical Holdings LLC (an affiliate of Florida Crystals Corporation) and Biochar Technology, Inc. were the only two companies that responded to the RLI; and

**WHEREAS**, economic development, including job creation, is the primary concern for the development of the South Bay Park of Commerce and the City Manager is recommending authority to negotiate with South Florida Logistical Holdings LLC for the development of the South Bay Park of Commerce; and

**WHEREAS**, the City Commission has considered all responses to the RLI and accepts the City Manager's recommendation to negotiate with South Florida Logistical Holdings, LLC for an economic development agreement related to the property, considering the following terms and conditions that will benefit the overall welfare of the City: a) creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of



South Bay shall be the primary focus of all negotiations; c) development shall be reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) a requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces; 6) that payment shall be made for the property for not less than the fair market value as last appraised by the City.

**WHEREAS**, the authorization requested by the City Manager to negotiate is in the best interests of the residents of the City.

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

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

**Section 2. Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager and the City Attorney to attempt to negotiate with South Florida Logistical Holdings LLC (an affiliate of South Florida Crystals Corporation) in connection with the City of South Bay's Request for Letters of Interest (FLI 2017-01), in all ways consistent with the direction set forth in this Resolution.

**Section 3. Economic Development as Primary Concern.** The City Commission considers economic development a primary concern for the development of the South Bay Park of Commerce and hereby specifically directs the City Manager and City Attorney to commence negotiations utilizing and considering the following terms and conditions, at a minimum: a) the creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of South Bay shall be the primary focus of all negotiations; c) development shall be reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) a requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces; 6)

that payment shall be made for the property for not less than the fair market value as last appraised by the City.

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

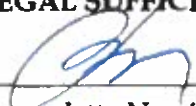
**PASSED and ADOPTED** this 6th day of February 2018.

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

Attested

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

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

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

Moved by: Vice-Mayor Wilson

Seconded by: Commissioner Berry

**VOTE:**

Commissioner Berry	_____ (Yes)	<input checked="" type="checkbox"/> (No)
Commissioner Scott	_____ (Yes)	<input checked="" type="checkbox"/> (No)
Commissioner McKelvin	<input checked="" type="checkbox"/> (Yes)	_____ (No)
Vice-Mayor Wilson	<input checked="" type="checkbox"/> (Yes)	_____ (No)
Mayor Kyles	<input checked="" type="checkbox"/> (Yes)	_____ (No)



**City of South Bay**

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 Barnard  
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel  
City Manager

City Clerk  
Natalie Malone

Bernadette Norris-Weeks  
City Attorney

\*An equal Opportunity  
Affirmative Action Employer\*

To: Honorable Mayor and Commissioners  
From: Massih Saadatmand, Finance Director  
Thru: Mr. Leondrae Camel, City Manager  
Date: July 10, 2019  
Ref: Weekly check register

Enclosed, please find the summary of check register as of July 10, 2019:

General Fund

• Utility:		
	Comcast	\$ 943.77
	AT & T	674.31
	FPL	7,069.96
	PBC Water	3,996.14
• Bank of America		4,928.59
• JHL		2,400.00
• FL. Municipal Trust Fund		17,312.74
• Aetna		13,276.94
• Marathon		1,518.37
• Coastal network		1,500.00
• CAP Government		1,413.50
• Burnadette Norris		5,244.75
• HCT		2,510.00
• Ford		1,768.20
• Deposit refund		750.00
• Purchased of supplies, materials and parts		2,762.51
• Payment for various services		4,734.66
• Payroll deductions		5,066.87
• Other		2,460.53
	<b>Total</b>	<b>\$ 80,331.84</b>

A  
B  
C  
D

Capital Project Fund

Total Solution	\$ 2,500.00
D. Stephenson	193,757.85
Zahlene Enterprise	191,437.56
	<u>387,695.41</u>

W & S Fund

US Water	\$ <u>3,942.43</u>
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Sanitation Fund

Waste Management	\$ <u>33,943.28</u>
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**AP Check Register Report**  
City Of South Bay (CSBFND)

07/11/2019 3:00:19 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11872	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	07/11/2019	506.96
			<b>Non-Electronic Transactions:</b>	506.96
			<b>Total Transactions:</b>	506.96

# AP Check Register Report

## City Of South Bay (CSBFD)

07/11/2019 12:13:59 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11834	AETNA	AETNA	07/11/2019	13,276.94	
11835	AFLAC	AFLAC	07/11/2019	1,436.59	C
11836	ALLY	ALLY	07/11/2019	725.70	B
11837	BEEHIVE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	07/11/2019	74.79	A
11838	CAP GOVERNMENT	CAP GOVERNMENT	07/11/2019	1,413.50	
11839	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	07/11/2019	1,390.60	C
11840	COMCAST	COMCAST	07/11/2019	275.60	
11841	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/11/2019	334.12	A
11842	FEDERAL SAFETY COMPI	FEDERAL SAFETY COMPLIANCE	07/11/2019	298.50	B
11843	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	07/11/2019	361.50	
11845	FPL	FPL	07/11/2019	7,069.96	
11843	GLADYS MOORE	GLADYS MOORE	07/11/2019	150.00	X
11847	HYATT REGENCY COCON	HYATT REGENCY COCONUT POINT RESORT & SPA	07/11/2019	1,111.50	D
11849	IAMAW	IAMAW	07/11/2019	350.16	C
11849	INDEPENDENT NEWSPAP	INDEPENDENT NEWSMEDIA INC.USA	07/11/2019	171.36	B
11860	JLH ASSOCIATES	JLH ASSOCIATES	07/11/2019	2,400.00	
11861	JEFF ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	07/11/2019	721.50	B
11862	LA'CHRISHAYLA ROKER	LA'CHRISHAYLA ROKER	07/11/2019	150.00	X
11863	LIBERTY NATIONAL	LIBERTY NATIONAL	07/11/2019	730.69	C
11864	LYONS PRINTING	LYONS PRINTING	07/11/2019	53.88	B
11866	MCCATHON/MEX BANK	WEX BANK	07/11/2019	1,518.37	
11868	MUTUAL OF OMAHA	MUTUAL OF OMAHA	07/11/2019	286.82	D
11867	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	07/11/2019	176.28	C
11868	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	07/11/2019	367.64	A
11869	PALM BEACH COUNTY WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	07/11/2019	3,996.14	
11869	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	07/11/2019	524.00	B
11871	ROBBIE TIRE	ROBBIE TIRE	07/11/2019	57.82	A
11872	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	07/11/2019	180.00	B
11873	SHARON DIXON	SHARON DIXON	07/11/2019	150.00	X
11874	SOLSTICE MARKETPLACE	SOLSTICE MARKETPLACE	07/11/2019	591.41	C
11875	TRC FARM & INDUSTRIAL SUPPLY INC	TRC FARM & INDUSTRIAL SUPPLY INC	07/11/2019	117.70	A
11876	TYLANDER'S OFFICE SOL	TYLANDER'S OFFICE SOLUTIONS	07/11/2019	41.97	A
11877	VINCENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	07/11/2019	255.58	D
11881	WAL-MART COMMUNITY	WAL-MART COMMUNITY	07/11/2019	334.60	A
11882	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	07/11/2019	391.14	C
11883	XEROX CORP	XEROX CORPORATION	07/11/2019	366.59	B
11884	ZAKIYAH BROWN	ZAKIYAH BROWN	07/11/2019	150.00	A

<b>Non-Electronic Transactions:</b>	42,002.95
<b>Total Transactions:</b>	42,002.95

# AP Check Register Report

## City Of South Bay (CSBFND)

07/01/2019 2:42:16 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11816	BANK OF AMERICA, NA	BANK OF AMERICA	07/01/2019	4,928.59
11817	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	07/01/2019	5,244.75
<del>11818</del>	<del>CAP ENGINEERING</del>	<del>CAP ENGINEERING</del>	<del>07/01/2019</del>	<del>5,500.00</del>
11819	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	07/01/2019	1,500.00
11820	COMCAST	COMCAST	07/01/2019	209.50
11821	COMCAST BUSINESS	COMCAST	07/01/2019	458.67
11822	DEBORAH CROMER	DEBORAH CROMER	07/01/2019	150.00 *
11823	FEDERAL EXPRESS	FEDERAL EXPRESS	07/01/2019	21.38 B
11824	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	07/01/2019	17,312.74
11825	FORD MOTOR CREDIT	FORD MOTOR CREDIT COMPANY	07/01/2019	899.74
11826	HCT	HARVEY, COVINGTON & THOMAS	07/01/2019	2,510.00
11827	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	07/01/2019	380.00 B
11828	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	07/01/2019	78.58 A
11829	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	07/01/2019	115.57 }
11830	PERFORMANCE NAPA	PERFORMANCE NAPA	07/01/2019	177.38 }
11831	THE COOL TEAM INC	THE COOL TEAM INC	07/01/2019	485.00 B
11832	THE SHERWIN WILLIAMS	SHERWIN WILLIAMS CO.	07/01/2019	1,062.34 A
11833	XEROX CORP	XEROX CORPORATION	07/01/2019	310.12 B
<b>Non-Electronic Transactions:</b>				<del>41,344.36</del>
<b>Total Transactions:</b>				<del>41,344.36</del>

35,244.36

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

06/27/2019 2:40:30 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11814	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	06/27/2019	276.63
<b>Totals:</b>			<b>Total Transactions:</b>	276.63

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

06/26/2019 2:51:24 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11813		LAKE SHORE MIDDLE SCI LAKE SHORE MIDDLE SCHOOL	06/26/2019	530.00
Totals:			Total Transactions:	530.00



# AP Check Register Report

City Of South Bay (CSBFND)

06/18/2019 4:39:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11812	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	06/18/2019	496.63
Non-Electronic Transactions:				496.63
Total Transactions:				496.63

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

06/24/2019 3:37:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ONLINE-062419	AT&T MOBILITY	AT&T MOBILITY -ROC	06/24/2019	674.31
Non-Electronic Transactions:				674.31
Total Transactions:				674.31

# AP Check Register Report

City Of South Bay (CSBFND)

07/10/2019 1:46:00 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
145	ZAHLENE ENTERPRISE IN	ZAHLENE ENTERPRISE INC	07/08/2019	191,437.56
<b>Non-Electronic Transactions:</b>				191,437.56
<b>Total Transactions:</b>				191,437.56

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

06/28/2019 2:57:41 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11815	D.STEPHENSON CONSTR	D.STEPHENSON CONSTRUCTION, INC.	06/28/2019	193,757.85
<b>Totals:</b>			<b>Total Transactions:</b>	193,757.85

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

06/18/2019 4:53:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
144	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	06/18/2019	2,500.00
<b>Non-Electronic Transactions:</b>				2,500.00
<b>Total Transactions:</b>				2,500.00

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

07/10/2019 9:59:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
194	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	07/10/2019	665.39
<b>Non-Electronic Transactions:</b>				665.39
<b>Total Transactions:</b>				665.39

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

06/18/2019 4:18:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
193	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	06/18/2019	33,277.89
Non-Electronic Transactions:				33,277.89
Total Transactions:				33,277.89

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

06/18/2019 8:15:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2144	US WATER	U.S. WATER SERVICES CORPORATION	06/18/2019	3,942.43
<b>Totals:</b>			<b>Total Transactions:</b>	3,942.43





For being a champion in the defense and protection of municipal  
Home Rule, the Florida League of Cities presents the

2019

# HOMERULE HERO

to

**Mayor Joe Kyles**  
**City of South Bay**

A handwritten signature in black ink, appearing to read "Leo E. Longworth".

Leo E. Longworth  
Commissioner, City of Bartow  
President, Florida League of Cities, Inc.

A handwritten signature in black ink, appearing to read "C. Scott Dudley".

C. Scott Dudley  
Director, Legislative Affairs  
Florida League of Cities, Inc.

# Weekly Update

July 8, 2019

## Palm Beach County League of Cities

P.O. Box 1989, Gov. Center

West Palm Beach, FL 33402

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

Tel. 561-355-4484 Fax 561-355-6545

## INSIDE THIS ISSUE

1. RSVP for Gold Coast Breakfast
2. Ransomware Prevention Webinar
3. Rebuild Florida's \$75 million Voluntary Home Buyout Program
4. PBC League Committee Openings
5. New Job Listings
6. FLC Policy Committee Openings & Upcoming Meeting Schedule
7. FLC Annual Conference
8. Lake Worth Lagoon Initiative Legislative Funding Request
9. Mandatory State Ethics Training
10. PBC League Social Media Training Day

## JULY MEETINGS

**DATE:** JULY 24, 2019

**TIME:** 11:30 AM

**LOCATION:** THE AMERICAN FINNISH CLUB,  
908 LEHTO LANE, VILLAGE OF PALM SPRINGS

**GUEST SPEAKER: RICK GREENE, WEST PALM BEACH**  
"REDEVELOPMENT OF DOWNTOWN WEST PALM BEACH"

**PLEASE RSVP FOR THIS EVENT EARLY**  
**NO ADMITTANCE WITHOUT RSVP!**



If you have RSVP'd to an event and you are no longer attending please contact our office.

## NEWS

### **RSVP for the FLC Conference Gold Coast Breakfast**

The annual Gold Coast Breakfast will occur during the FLC Annual Conference at 7:30 a.m.-8:30 a.m. on Saturday August 17<sup>th</sup>, 2019. Please RSVP to [bcc-leaguecityestemp@pbcgov.org](mailto:bcc-leaguecityestemp@pbcgov.org) or call 561-355-4484.

### **New Ransomware Prevention Webinar Series for City Officials**

The Florida League of Cities on **Tuesday, July 9 at 10:00 a.m.** will be hosting the first webinar for this series. The webinars will be presented by technology and security experts who will provide attendees with information so they can develop a strategy to strengthen their networks and controls for a safer and secure Florida. **These webinars are designed for local governments of all sizes and are open to all Florida local governments' staff. To register please click [HERE](#).**

### **Rebuild Florida's \$75 million Voluntary Home Buy-Out Program**

Monday, July 1, 2019, a Request for Applications will be published online ([floridajobs.org](http://floridajobs.org)) for Rebuild Florida's \$75 million Voluntary Home Buyout Program. Local Governments will be able to apply, beginning July 16 and ending August 14, for grant funding for the acquisition of Hurricane Irma damaged residential properties in high-risk flood areas to help reduce the impact of future disasters. The grant funding can be used as match funding for projects that are also eligible for the EMA Hazard Mitigation Grant Program, to acquire adjoining parcels of properties to acquire property from low- to moderate – income households.

Between the posting of the Request for Applications on July 1 and the opening of the application submission cycle on July 16, interested parties may submit questions by email to [rebuildflorida@deo.myflorida.com](mailto:rebuildflorida@deo.myflorida.com)

### **The PBC League is still seeking Committee Members...**

- Academic Advisory Committee
- PBC Impact Fee Review Committee Alternate Seat (Open to Municipal Members)
- Infrastructure Surtax Citizens Oversight Committee (Alternate Seat)
- Community Land Trust Palm Beach County (One Regular Seat)
- Treasure Coast Regional Planning Council (Open to Municipal Members)
- PBC Water Resource Task Force (Open to Municipal Members)



- Click here for more information on Palm Beach County Committee Openings <http://www.palmbeachcountyleagueofcities.com/AboutUs/Committees/countycommittee.htm>
- Click here for more information on PBC League Committee Openings <http://www.palmbeachcountyleagueofcities.com/AboutUs/Committees/>



## **New Job Listings**

Please click [HERE](#) to check out new job postings that are available.

## **Florida League of Cities Policy Committees**

The FLC Policy Committees are now open for sign-up. If you would like to serve on a legislative policy committee for 2019-2020, please call or email Mary Edenfield at 850-222-9684 or [medenfield@flcities.com](mailto:medenfield@flcities.com). *If you have served on a policy committee this past year, you still need to sign-up again for 2019-2020.* Below is the upcoming Policy Committee Meeting schedule.



Policy Committee Meeting Dates:

- ~~June 14, 2019~~ 10am-3pm at the Hyatt Regency Airport, Orlando FL
- **July 19, 2019** 10am-3pm at the Embassy Suites Lake Buena Vista, Kissimmee, FL
- **August 15, 2019** FLC Annual Conference at the Marriott World Center, Orlando , FL
- **November 14-15, 2019** FLC Legislative Conference at the Embassy Suites Lake Buena Vista, Kissimmee, FL

## **FLC Annual Conference**

The 93<sup>rd</sup> Annual Conference of the Florida League of Cities will be on August 15-17, 2019, at the Orlando World Center Marriott. Hotel Registration Deadline is July 24, 2019. Conference Registration Deadline is August 2, 2019. Please click [HERE](#) to register. For additional registration information click [HERE](#).



*Orlando World Center Marriott Hotel*

## **Lake Worth Lagoon Initiative Legislative Funding Request is Open**

The application period for municipalities along Lake Worth Lagoon or within the Lake Worth Lagoon watershed opened on Friday May 10<sup>th</sup> and runs through August 2<sup>nd</sup> for water quality and habitat enhancement projects with benefits to Lake Worth Lagoon and its watershed. Additional information and applications may be downloaded [HERE](#). If you have any questions please call 561-233-2400 or email [erm-lwli@pbcgov.org](mailto:erm-lwli@pbcgov.org) .



*Lake Worth Lagoon Waterway.*

**Mandatory State Ethics Training**

Please save the date October 30<sup>th</sup> 2019 for the mandatory 4-hour state ethics training, you will also receive your one hour PBC Commission on Ethics retraining.

**PBC League Social Media Training Day in Greenacres**

Join us for a Social Media Training Day at 9:00 a.m. on October 24<sup>th</sup> at the Greenacres City Hall in Greenacres, hosted in conjunction with FLC University. Designed for elected officials and municipal employees alike, this FREE class will cover the basics of municipal social media use before diving into more advanced management. For additional event information & Registration, please click [HERE](#).

**ASSOCIATE MEMBER SPOTLIGHT!!!**



**[WWW.NPBCID.ORG](http://WWW.NPBCID.ORG)**

*“A Special District primarily in charge of storm water management in Northern Palm Beach County.”*



# GOLD COAST LEAGUE OF CITIES

## *Annual Breakfast*

**Guest Speaker:**  
**Drew Bartlett, Executive Director**  
**South Florida Water Management District**

What to expect from the new South Florida  
Water Management District Governing Board?

**Saturday, August 17, 2019**

7:30 AM - 8:30 AM

**Orlando World Center Marriott**  
**8701 World Center Drive**  
**Orlando, FL 32821**

Cost: \$25.00 per person

Please RSVP to your local League by Thursday August 1, 2019 by 12:00 Noon

**Sponsored by:**



# COMCAST

**BROWARD COUNTY LEAGUE**  
**(954)357-7370**  
**SCOCHRANE@BROWARDLEAGUE.ORG**

**MIAMI-DADE COUNTY LEAGUE**  
**(305) 416-4155**  
**MDCLC@BELLSOUTH.NET**

**PALM BEACH COUNTY**  
**(561) 355-4484**  
**BCC-LEAGUECITIESTEMP@PBCGOV.ORG**



**MAJOR ERIC COLEMAN  
WEST REGIONAL BUREAU  
PHONE: (561) 904-8254**

**E-MAIL: ColemanE@pbso.org**

May 22, 2019

City of South Bay  
Joe Kyles, Mayor  
335 S.W. 2<sup>nd</sup> Avenue  
South Bay, FL 33493

Dear Mayor Kyles:

The Palm Beach County Sheriff's Office adjustments for the City of South Bay Law Enforcement Service Agreement renewal have been under careful consideration. This year there will be a 1% increase for 10/01/19 – 09/30/20.

A thirteenth addendum will be submitted with the renewal dates and the adjusted rate for signature prior to expiration of the twelfth addendum.

Sincerely,

**Major Eric Coleman  
West Regional Bureau**

## **UNSOLICITED PROPOSAL**

June 20, 2019

SB USA Holdings LLC  
8181 W Broward Blvd #350  
Plantation FL 33324

**RE:** Purchase of four parcels of real property located in The City of South Bay further defined by Palm Beach County as parcel numbers 58364411000003020, 58364411000003130, 5836441000007260 and 58364411000003140 as shown in in Exhibit A, B, C & D.

We are writing this proposal for the purpose of obtaining a contract with The City of South Bay and that is not in response to an RFP, broad agency announcement, or any other governmental-initiated solicitation or program.

Our intent is to develop this property into an industrial park as shown in Exhibit E, creating job opportunities and growth to the community drawn by the industries we will attract to the area.

This proposal sets forth the basic terms and conditions under which The City of South Bay (the "Seller") will consider entering negotiations with Purchaser (as defined below) for the purchase from Seller, of that certain real property noted above (the "Property") including, without limitation, the land and current improvements. The obligation of the parties hereunder shall be subject to the execution by the Purchaser and Seller of a mutually acceptable Purchase and Sale Agreement (the "Purchase Agreement").

1. **Purchaser:** The Purchaser under the Purchase Agreement shall be SB USA Holdings, LLC, a Florida limited liability company, and/or its assignee ("Purchaser").
2. **Purchase Price:** Purchaser agrees to pay a price of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) (the "Purchase Price") as follows:
  - a) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) being the Purchase and Sale Deposit (as hereinafter defined)
  - b) Fifty Thousand and 00/100 Dollars (\$50,000.00) being the Due Diligence Deposit (as hereinafter defined)
  - c) Eight Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000.00) at closing.
3. **Purchase and Sale Deposit:** Within five (5) business days following the receipt by Purchaser of a fully executed copy of the Purchase Agreement, Purchaser shall deliver Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the escrow agent designated by the parties (the "Escrow Agent"), to be held as a refundable deposit (the "Purchase and Sale Deposit") under the terms of this proposal.
4. **Inspection Period:** Purchaser shall have sixty (60) days following the execution of the Purchase Agreement (the "Inspection Period") during which the Purchaser shall have the right to inspect all aspects of the Property at its sole cost and expense. Seller agrees to cooperate with Purchaser and/or its representatives and agents regarding said inspections and to provide Purchaser with access to the Property with the purpose of performing additional due diligence. In the event Purchaser terminates the Purchase Agreement, for any reason whatsoever in Purchaser's sole discretion, prior to the expiration of the Inspection Period, then the Purchase and Sale Deposit shall be returned to the Purchaser and the parties shall be released from all further obligations.



## **UNSOLICITED PROPOSAL**

5. **Due Diligence Deposit:** Within five (5) business days following the satisfactory completion of the Inspection Period, Purchaser shall deliver an additional sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to the Escrow Agent (the "Due Diligence Deposit"), provided, however that if the Purchaser elects not to proceed with the transaction prior to the expiration of the Inspection Period, for any reason whatsoever in Purchaser's sole discretion, then the Purchase Agreement shall terminate and the Purchase and Sale Deposit shall be returned to the Purchaser, whereupon neither the Seller nor the Purchaser shall be further obligated to each other. In the event the Purchaser elects to proceed with the transaction following the Inspection Period and delivery of the Due Diligence Deposit, the monies held in escrow shall continue to be earnest money deposit under the Purchase Agreement (the Purchase and Sale Deposit and Due Diligence Deposit shall together be referred to herein as the "Deposit").

6. **Execution of Purchase Agreement:** Within ten (15) business days following the date of the full execution of this proposal, Purchaser and Seller shall negotiate and endeavor to execute the Purchase Agreement incorporating the terms of this proposal and/or such other terms as may be acceptable to Purchaser and Seller in each of their sole discretion. If Purchaser and Seller are unable to execute a Purchase Agreement on or before the end of such ten (15) day period, then this proposal shall terminate and neither the Purchaser nor Seller shall be further obligated to each other. Upon execution of the Purchase Agreement, this proposal shall terminate and the rights and obligations of the Purchaser and Seller shall be governed by the Purchase Agreement

7. **Property Documents:** Within three (3) business days following the execution of the Purchase Agreement, to the extent that any of the following are in Seller's possession or control, Seller shall deliver to Purchaser copies of all agreements, documents, and reports relating to the Property, an existing survey of the Property, any soil boring reports, any property condition reports, any environmental reports with respect to the Property, copies of all permits by city, county, state, and federal agencies, a full set of plans and specifications, engineering reports, copies of any threatened or filed lawsuits regarding the Property, and the existing policy of title insurance with respect to the Property.

8. **Conditions to Closing:** As of Closing (as defined below), the following shall be conditions precedent to Purchaser's obligation to close under the Purchase Agreement:

- a. Seller must deliver the deed of the property to the Purchaser. This deed must convey clean, insurable and marketable title, without any encumbrances;
- b. Seller's representations and warranties pursuant to the Purchase Agreement shall be true and correct;
- c. The Property is Zoned "Industrial";
- d. The Property shall be free from contamination by substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic substances", "contaminants", or other pollution including, but not limited to, asbestos, arsenic, or fuel tanks, under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect ("Hazardous Materials") or, in the alternative, there shall be a current no further action letter issued by the applicable governing authorities evidencing that no environmental assessment, removal, monitoring, or remediation is required in connection with the Property. In the event that that the Property is not free from Hazardous Materials, then Seller shall be

## **UNSOLICITED PROPOSAL**

- responsible for performance of any required notification, assessment, removal, monitoring, and remediation with respect to the Hazardous Materials, in compliance with all applicable laws or regulations now or hereafter in effect until compliance is achieved; and
- e. All residential owners or tenants will have vacated the Property.
  - f. Purchaser will have obtained all required approvals and permits with all fees (including impact fees) waived by The City of South Bay.

In the event that any condition precedent is not satisfied to Purchaser's satisfaction, then Purchaser, at its election, may: (i) extend the Closing in order to permit additional time within which to satisfy all such conditions precedent, in which event the Closing under the Purchase Agreement shall be on the day that is thirty (30) days following the satisfaction of all such conditions precedent; or (ii) terminate the transaction and have the Deposit refunded to the Purchaser.

9. **Closing:** The closing under the Purchase Agreement (the "Closing") will occur on the date that is sixty (60) days following the all required approvals
10. (provided the Purchase Agreement has not been previously terminated pursuant to the terms thereof).
11. **Closing Costs:** Seller shall pay the documentary stamp taxes on the deed, the Palm Beach County Surtax on the deed (if any), and the cost of recording the deed. Each party shall bear the cost of its attorneys, accountants, appraisers, and other professionals, consultants and representatives. Seller shall be responsible for selecting the title agent and the cost of title insurance.
12. **Brokerage:** Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has engaged or employed any broker, agent, finder or other similar party with respect to the sale of the Property.
13. **Indemnification:** Each party indemnifies and agrees to hold harmless the other from any, and all, loss, cost, expense or liability incurred by one party resulting from the breach of a representation by the other, including, without limitation, attorneys' and paralegals' fees incurred, whether or not any action is commenced or, if commenced, through any and all trial, appellate or bankruptcy proceedings.
14. **Confidentiality:** Seller and Purchaser agree to keep the existence and terms of this proposal (and the existence and terms of the Purchase Agreement if executed) confidential, except as may be required by law or the governing authorities regarding approvals that Purchaser is seeking, and except as may be necessary by either of the parties to disclose to its lawyers, accountants, lenders, investors, consultants, and similar professionals.
15. **No Shop:** Seller agrees that, during the period commencing on the date both parties execute this proposal through the earlier of (i) the date which is sixty (60) business days thereafter, and (ii) the date the Purchase Agreement is fully executed by the parties (such period being referred to herein as the "No Shop Period"), Purchaser shall have the exclusive right to acquire the Property and Seller shall not sell the Property, or negotiate for the sale of the Property, to any party other than Purchaser during such No Shop Period. Furthermore, Seller agrees that once the Purchase Agreement is executed, Seller shall not enter any backup contract for the sale or joint venture of the Property with any other party for so long as

## **UNSOLICITED PROPOSAL**

the Purchaser complies with the terms of the Purchase Agreement.

16. **Seller Cooperation and Purchaser's Approvals:** Seller covenants and agrees to cooperate in all reasonable respects with Purchaser's efforts to obtain any necessary governmental or other required approvals (collectively, the "Approvals"), including, without limitation, joining any required covenant in lieu of unity of title or application to obtain a separate tax folio number for the Property.

17. **Termination:** This proposal shall automatically terminate and be of no further force or effect if not fully executed within ten (10) business days of the date set forth above.

It is expressly acknowledged and agreed by the parties hereto that except with respect to Sections 12, 13 and 14 and 16 above, this proposal is not intended, nor shall this proposal be deemed to be a legally binding or enforceable agreement of the parties. Furthermore, this proposal does not purport to be inclusive of all the material terms and conditions relating to such transaction. It is expressly agreed and understood that, as a condition to a legally binding obligation of the parties (except with respect to Sections 12, 13 and 14 and 16 above), the Purchase Agreement shall be acceptable in form and substance to the parties hereto and their respective counsel, as evidenced by the execution and delivery of the Purchase Agreement by the respective parties.

If the foregoing accurately sets forth Seller's understanding of Purchaser's and Seller's mutual intentions, Seller should so indicate by signing the space provided below and returning it to the Purchaser.

### **AGREED AND ACCEPTED:**

The City of South Bay

SB USA Holdings LLC

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

By: Sam Sami  
Print Name: Sam Sami  
Title: MGR

# UNSOLICITED PROPOSAL

**DOROTHY JACKS**  
FLORIDA BOARD OF CERTIFIED PROFESSIONAL APPRAISERS  
Public Inquiries

Search by Owner, Address or Parcel

**View Property Record**

**Owners**  
SOUTH BAY CITY OF

**Property detail**  
 Location 800 US HIGHWAY 27 N  
 Municipality SOUTH BAY  
 Parcel No 58364411000003020  
 Subdivision  
 Book 09872 Page 1022  
 Sale Date JUL-1997  
 Mailing Address 335 SW 2ND AVE  
 Address SOUTH BAY FL 33493 2225  
 Use Type 8900 - MUNICIPAL  
 Total Square Feet 0

**Sales Information**

Sale Date	Price
JUL-1997	100
AUG-1986	100
MAR-1982	21,400

**Appraisals**

TAX YEAR	2018
Improvement Value	\$8,059
Land Value	\$103,970
Total Market Value	\$112,039

All values are as of January 1st each year

**Assessed/Taxable values**

TAX YEAR	2018
Assessed Value	\$112,039
Exemption Amount	\$112,039
Taxable Value	\$0

**Taxes**

TAX YEAR	2018
Ad Valorem	\$0

Exhibit A



# UNSOLICITED PROPOSAL

**DOROTHYJACKS**  
FLA. ARI  
First Beach County Property Appraiser  
385 Park Village Way, Palm Bay, FL 32909

Search by Owner, Address or Parcel

**View Property Record**

**Owners**  
SOUTH BAY CITY OF

**Property detail**

Location  
Municipality SOUTH BAY  
Parcel No. 58364411000003130  
Subdivision  
Book Page  
Sale Date  
Mailing 335 SW 2ND AVE  
Address SOUTH BAY FL 33493 2225  
Use Type 8900 MUNICIPAL  
Total Square Feet

No Sales Information Available

**Appraisals**

2018	2017
Improvements Value	\$0
Land Value	\$7,988
Total Market Value	\$7,988

All values are as of January 1st each year

**Assessed/ Taxable values**

2018	2017
Assessed Value	\$7,988
Exemption Amount	\$7,988
Taxable Value	\$0

**Taxes**

2018	2017
Ad Valorem	\$0
Net Ad Valorem	\$0
Total Tax	\$0

**EXHIBIT B**

# UNSOLICITED PROPOSAL

**DOROTHY JACKS**  
City Beach County Property Appraiser  
180 S. State Street, Suite 200, Melbourne, FL 32901

Search by Owner, Address or Parcel

**View Property Record**

**Owners**  
SOUTH BAY CITY OF

**Property detail**  
Location  
Municipality SOUTH BAY  
Parcel No. 58364411000007260  
Subdivision  
Book 21631 Page 1816  
Sale Date DEC-2009  
Mailing Address 335 SW 2ND AVE  
SOUTH BAY FL 33493 2225  
Use Type 8600 - CITY INC NONMUNI  
Total Square Feet 0

**Sales Information**

Sales date	Price
DEC-2009	40000
AUG-2007	1
APR-2006	95,776

**Appraisals**

TAX YEAR	2018
Improvement Value	\$0
Land Value	\$292,030
Total Market Value	\$292,030

All values are as of January 1st each year

**Assessed/Taxable values**

TAX YEAR	2018
Assessed Value	\$292,030
Exemption Amount	\$292,030
Taxable Value	\$0

**Taxes**

TAX YEAR	2018
All Valuations	\$0

**EXHIBIT C**



# UNSOLICITED PROPOSAL

**DOROTHY JACKS**  
Member of the Florida Department of Banking & Finance  
Help | My Account | My Alerts | My Profile

Search by Owner, Address of Parcel

**View Property Record**

**Owners**  
 SOUTH BAY CITY OF

**Property detail**

Location  
 Municipality: SOUTH BAY  
 Parcel No: 58364411000003140  
 Subdivision  
 Book: 09872 / Page: 1022  
 Sale Date: JUL 1997  
 Mailing Address: 335 SW 2ND AVE  
 Address: SOUTH BAY FL 33493 2215  
 Use Type: 8900 - MUNICIPAL  
 Total Square Feet: 0

**Sales Information**

Sales Date	Price
JUL-1997	\$0

**Appraisals**

Tax Year	2018
Improvement Value	\$0
Land Value	\$306,397
Total Market Value	\$306,397

All values are as of January 1st each year

**Assessed/Taxable values**

Tax Year	2018
Assessed Value	\$306,397
Exemption Amount	\$306,397
Taxable Value	\$0

**Taxes**

Tax Year	2018
Ad Valorem	\$0
Non Ad Valorem	\$2,807
Total tax	\$2,807

**EXHIBIT D**

# UNSOLICITED PROPOSAL

## SOUTH BAY PARK OF COMMERCE

335 SW 2ND AVE. SOUTH BAY | FL | 33490 2225

### LIST OF DRAWINGS

- G-0 COVER SHEET
- G-1 EXISTING SITE
- G-2 ZONING, SITE PLAN & LOCATION DIAGRAMS
- G-3 AERIAL VIEW



PLANNING DEPARTMENT  
**SOUTH BAY PARK OF COMMERCE**  
400 SW 2ND AVE., SUITE 200  
SOUTH BAY, FL 33490

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

**3** The City of South Bay is hereby accepting the application for a Zoning Application for the proposed project.

RECOMMENDATION: \_\_\_\_\_

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

BY: \_\_\_\_\_

**ZONING APPLICATION**  
PROJECT: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_



EXHIBIT E



III. City Commission Considerations

<b>PARK OF COMMERCE</b>	<b>QUESTION</b>	<b>RESPONSE</b> <i>Use additional sheets if necessary</i>
<b>Business Retention and Growth</b>	Will the proposed plan a) support existing or emerging business/industry; and/or b) support development of entrepreneurs/new enterprise? If yes, please explain how?	Yes, we will develop the property with a build to suit turnkey solution not available anywhere else. We will set the model with our own 60K sq' manufacturing/distrib facility.
<b>Public Access</b>	Is the proposed plan projected to provide a roadway for public access to and from US HWY 27 within the City of South Bay?	YES
<b>Economic Development Agreement</b>	Is proposer willing to enter into a Property Development Agreement with the City of South Bay, which meets or exceeds the requirements set forth in Florida Statutes Section 163.3227?	YES

<b>Workforce Training Development and Educational Attainment</b>	Will the proposed project create jobs? If so, how many jobs are projected and what is the plan for workforce training development and educational attainment?	We will hire and train 90% local talent
<b>Design Standards</b>	Is proposer willing to meet City design standards for the development of the subject property?	YES
<b>Jobs for South Bay residents</b>	Is the proposed project projected to create jobs specifically for South Bay residents? If so, how many jobs are expected to be created?	We project 500-600 new jobs at full capacity



# Comprehensive Retail Recruitment & Development Plan



**DATE:**

May 29, 2019

**PREPARED FOR:**

South Bay, Florida

**PREPARED BY:**

Charles Parker

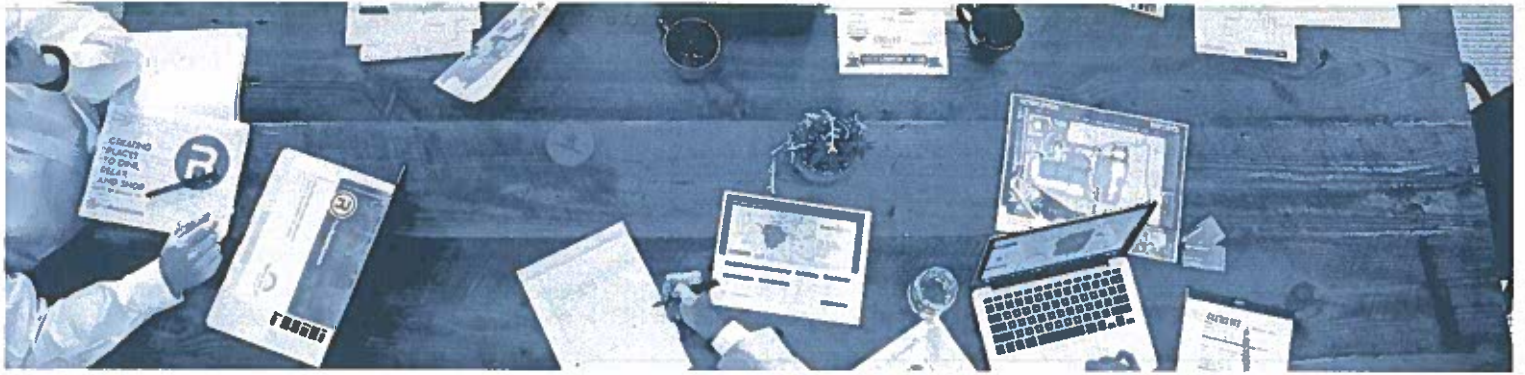
Project Director

c: 662.231.9078

e: cparker@theretailcoach.net

**CONTENTS:**

About The Retail Coach .....	2
Our Team & Retail Successes .....	3
The Retail360 Process .....	4
Scope of Services .....	5
Project Deliverables .....	14
Project Timeline & Pricing .....	15
Past Clients & References .....	16



**WHO WE ARE**

# Your Retail Partner

We are a national retail consulting, market research, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail recruitment and development strategies for local governments, chambers of commerce, and economic development organizations.

Since 2000, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

**PROVEN RESULTS**

## 3.5+ million

Square feet of new retail space recruited to client communities in the past five years

## Over \$600 million

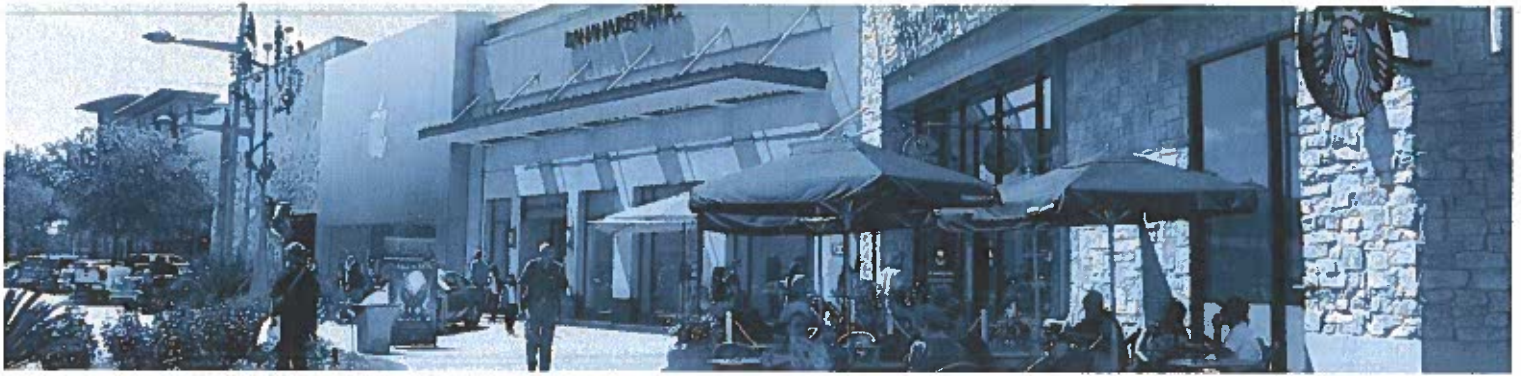
Additional sales tax dollars generated in client communities in the past five years

## 500+

Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts







## Retail Recruitment Experts You Can Trust



- 50+ years of retail recruitment and development experience.
- We are consultants, not brokers. We have no conflicts of interest and will do what is best for the long-term growth of your community.
- Member of the most exclusive retail professional network - CCIM.

### RETAILERS WE'VE RECRUITED



*And Hundreds More...*

## OUR TEAM OF RETAIL RECRUITMENT EXPERTS DEDICATED TO THE SOUTH BAY PROJECT

Project Lead



**Charles Parker**  
Project Director

6+ years of experience in economic research and entrepreneurship



**Kelly Cofer, CCIM**

CEO



**Aaron Farmer**

President



**Caroline Hearnberger**

Retail Recruitment Specialist



**Austin Farmer**

Project Director



**Nancy Dees**

Director of Finance



**Matthew Lautensack**

Director of Research & Development



**Kyle Cofer**

Project Manager



**A PROVEN PROCESS FOR RESULTS**

# Retail360®: Moving Beyond Data to Bring Retailers to South Bay

Retail recruitment is a process, not an event. Through our proprietary Retail360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.



### Market-Based Solutions

We understand that no two communities are the same. Each has its unique set of development or redevelopment needs. We work with our clients to determine these needs and offer custom, tailored solutions. Our strategies are data driven, and verified through our comprehensive Retail360® Process.

### On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders. We are able to determine your market position and identify retailers that fit your community.

### Retail Action Plan

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers. This partnership typically produces the best results when together, we derive short-term and long-term strategies based on market data and opportunities. We coach our clients through the recruitment and development process.





## Scope of Services

## PHASE 1

# Analyzing The Market

## Custom Retail Trade Areas

The Retail Trade Area (RTA) is the foundation of retail recruitment strategy, and its accuracy is critical. The Retail Trade Area is the geographical area from which a community's retailers derive a majority of their business. Drive times and radial analysis are not the best way to depict an accurate Retail Trade Area. To best confirm a community's Retail Trade Area, we will execute the following strategic steps:

### Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to South Bay. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.

### Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area using mobile data collected.

## Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2010 Census, 2019, and 2024 demographic profiles for the Retail Trade Area and South Bay community. The profile includes population and projected population growth, race, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

## Daytime Population

The workplace population, or daytime labor market area, is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

The Retail Coach will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the "work here" population versus the "live here" population.

## Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.

Based on the market segmentation system developed by ESRI, The Retail Coach will develop a Tapestry Segmentation profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of retailers that may be of interest.

## PHASE 2

# Determining Retail Opportunities

## Retail Gap Analysis

A Retail Gap Analysis (RGA) will determine the level of retail demand for a designated Retail Trade Area. The analysis computes the retail potential of the Retail Trade Area and then compares it to estimated actual sales in the community. The difference is either a leakage, where South Bay consumers are traveling outside the community to purchase certain retail goods and services, or a surplus, where consumers are traveling from outside to South Bay to purchase certain retail goods and services.

The Retail Coach will perform a Retail Gap Analysis to calculate the approximate flow of retail dollars in and out of South Bay.

The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for more than 60 retail categories and sub-categories.
- Distinguish retail categories with the highest prospect for success and quantify their retail potential.

## PHASE 3

# Identifying Development & Redevelopment Opportunities

## Identifying & Marketing Vacancies & Development/Redevelopment Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/egress
- Adequate parking
- Site characteristics, Topography & Proximity to retail clusters

## Retail Site Profiles

The Retail Coach will create a retail site profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information



#### PHASE 4

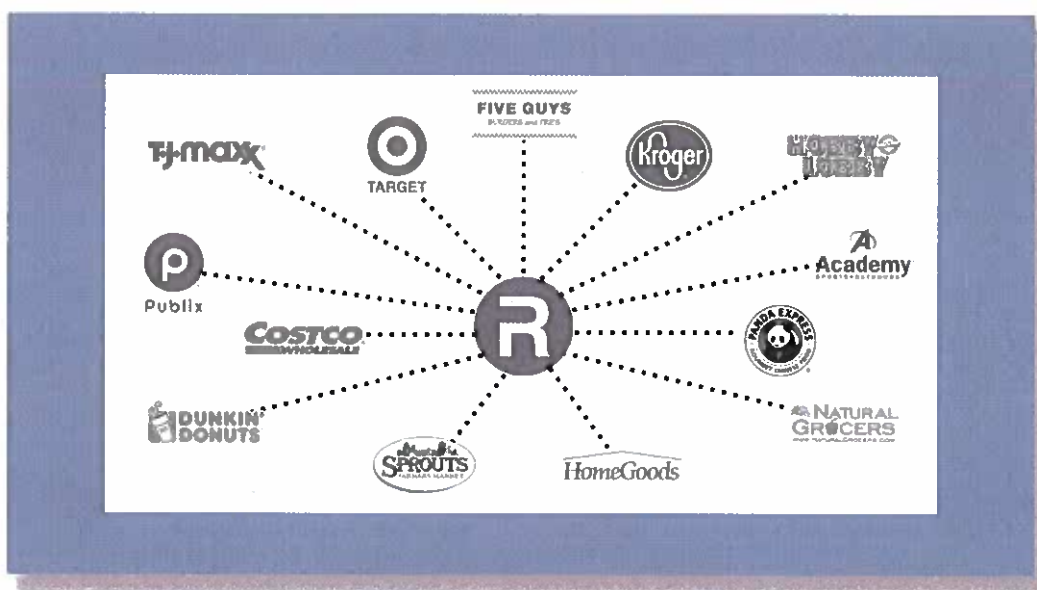
## Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for nearly 20 years. Our process is driven by providing accurate and current data sets as well as site-specific information to retailers, brokers, and developers.

### Identification of Retail Prospects

The Retail Coach will target national and regional retail brands that are a good "fit" for the community. This means the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers' ideal location criteria.

The Retail Coach will review a master list with South Bay staff and work together to prepare a final target list of retailers for recruitment.



### Identification of Developer Prospects

Retail recruitment is relationship based. Since 2000, The Retail Coach has worked to establish a reliable network of developer contacts.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid-to high-tier retailer might show interest in a community, however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements.

In this case it is important to illustrate the need for new development / redevelopment to developers in your market.

The Retail Coach will use its network to identify retail real estate developers active in the region for recruitment.

PHASE 5

# Marketing & Branding

To attract targeted retailers, the most critical step is providing accurate, current, and site-specific information on the community and its Retail Trade Area. It is important that this marketing information positively reflects your community's attributes and brand to corporate site selectors, real estate brokers, and developers.

## Retail Market Profile / Flyer

The Retail Coach will develop a retail market profile tailored to the specific needs of targeted retailers' essential site selection and location criteria. The profile serves as a community introduction and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate logo and contact information



## Retailer Feasibility Packages

The Retail Coach will create a retailer-specific feasibility package to address essential location criteria.

The feasibility package includes:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary

- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information

## Real Estate Developer Opportunity Package

The Retail Coach will create a developer opportunity package to highlight the need for development / redevelopment. This will include:

- Community Overview
- Location Map
- Retail Trade Area
- Demographic Trends
- Aerial Imagery
- Traffic Counts
- Site-line visibility from major traffic arteries
- Ingress/egress for primary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities

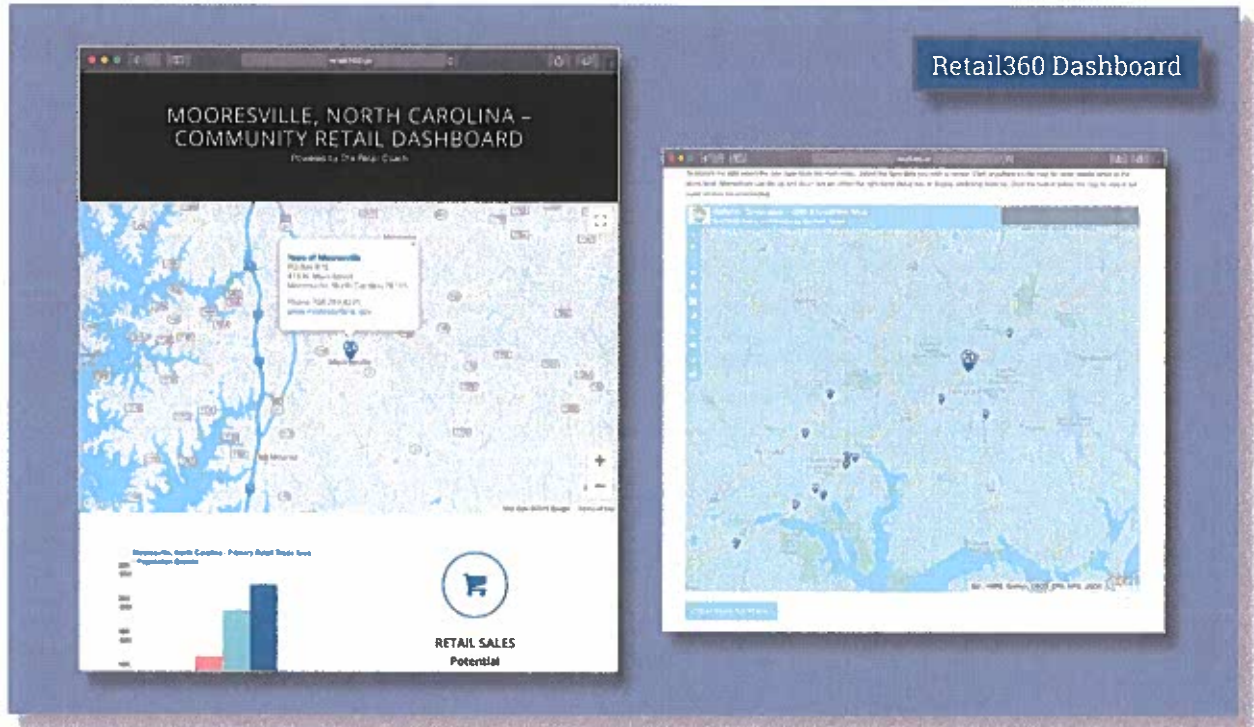
- Site characteristics and topography
- Appropriate Zoning
- Area Retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top Employers
- Workplace Population
- Potential retail tenants

## PHASE 5

# Marketing & Branding

## Online Retail Dashboard & Interactive Map

The Retail Coach will create an online community dashboard, which is available at [Retail360.us/South-Bay-FL](http://Retail360.us/South-Bay-FL), for visual presentation and easy downloading of marketing information and data sets.



## Site Mapping

As an accredited ESRI Partner, The Retail Coach is able to create a Retail360® Community Retail Dashboard for South Bay. The dashboard provides easy access to the data reports and Retail Site Profiles. Considering retail site selectors do much of their research while in hotel rooms and in airports, a GIS platform that streamlines sites and data into one interactive and centralized location is a powerful tool.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level to meet the needs of each individual user - whether that be a real estate broker, site selector, developer, or even a local entrepreneur. Additionally, this platform can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" access to important economic indicators such as: median household income, population density, population growth, psychographic lifestyle segmentation, ethnicity, median home value, and median age.

## PHASE 6

# Recruiting Retailers & Developers

## Recruitment of Retailers

Founded in 2000, The Retail Coach was the first national retail advisory firm to introduce retailer and developer recruitment specifically for communities. The recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved a community must move beyond data.

The retailer recruitment process includes the following steps:

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- Personal emails are sent quarterly to continue to seek responses regarding their interest level.

## Recruitment of Developers

Much of our recruitment success comes from establishing a network of national retail developers over the past 19 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Our developer recruitment process includes the following steps:

- Introductory emails and opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

## Retail Conference Representation

The Retail Coach will assist in marketing South Bay and its retail vacancies and real estate sites to retailers and real estate sites to retailers, developers, and brokers at retail industry conferences.

The Retail Coach will attempt to set-up retailer, developer, and broker meetings for South Bay at jointly attended conferences.

"The location of Sprouts Farmers Market was a direct result of meetings coordinated by The Retail Coach between our community and site selectors at ICSC/Recon."

Warren Unsicker, CEcD  
Vice President, Economic Development  
Broken Arrow Economic Development





## PHASE 7

# Retail Retention & Community Engagement

## Focusing on Retail Retention and Community Engagement

The Retail Coach will meet with public and private stakeholders to gather input on retail recruitment and retention as well as development and redevelopment and opportunities and challenges. A community benefits from a healthy balance of national, regional, and independent retailers. Involving the community in discussions provides important feedback that can shape the retail recruitment strategy to achieve that balance.



### Retailer Workshop

The Retail Coach will conduct a retail workshop to share Retail Trade Area findings, demographic and psychographic profiles, and specific retail sector opportunities. The workshop focuses on existing retail businesses that may use the data to make "informed" decisions about expanding their merchandise lines and pursuing new sector opportunities, as well as entrepreneurs who are exploring new business opportunities.

Independent retail businesses face tremendous pressure from regional and national "brick-and-mortar" retail brands, as well as online retail sales. The focus of our workshop is educational. It will utilize our market research and analysis to answer the following questions:

- Who are my customers?
- How do I compete with national brands?
- What merchandise should I carry?
- How do I market my business?

PHASE 8

# Coaching & Ongoing Support

## Coaching

The Retail Coach will partner with South Bay on a long-term basis and be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if South Bay needs to brainstorm opportunities as your community grows and develops. Project correspondence can be conducted through The Retail Coach custom Pandora platform as part of the Retail360 dashboard. This password-protected platform will allow the South Bay team to keep track of project progress, download reports, and securely share other information over the course of the project agreement.

TRC Project Management Platforms

The screenshot displays the 'The Retail Coach' web application interface. At the top, the logo 'The Retail Coach' is visible, along with navigation links for 'Download', 'User Options', 'Search', 'Add To Basket', 'Show Basket', and 'Logout'. Below the navigation, there is a 'Filter' section with 'Clear' and 'Select' buttons, and a 'Show 100 items on 1 page' option. The main content area is titled 'Covington, Georgia' and includes a 'Location Status' section. A table lists project items with columns for 'Name', 'Contact Date', 'Contact', and 'Type'. Below the table, there are several sections for '1 Mile Retail Demographic Profile' and '1 Mile Retail Demographic Profile' with 'UPDATE' and 'DELETE' buttons. A '16/20 COMPLETED' progress indicator is also present. At the bottom, a table lists 'All Items' with columns for 'Item Name', 'Parent Company', 'Retailer Company', 'Retailer Contact Name', and 'Status'. The table contains several rows of data, including 'Ace Hardware' and 'Ace Hardware' entries.

PROJECT OVERVIEW

# Deliverables & Responsibilities

**PHASE 1**

## Analyzing the Market

Retail Trade Area (RTA) Map based on Mobile Location Technology  
Retail Trade Area & Community Demographic Profiles (Historical, Current, and Projected)  
Retail Trade Area Psychographic Profiles  
Daytime Population Summary

**PHASE 2**

## Determining Retail Opportunities

Retail Gap Analysis (RGA)

**PHASE 3**

## Identifying Development Opportunities

Community-wide sites inventory  
Highest & Best Use Analysis of priority sites/vacancies  
10 Retail Site Profiles

**PHASE 4**

## Identifying Retailers & Developers for Recruitment

Target list of 25 priority retailers  
Target list of real estate developers

**PHASE 5**

## Marketing & Branding

South Bay Retail Market Profile (RMP)  
South Bay Retail Market Flyer (RMF)  
25 Retailer Feasibility Packages  
Developer Opportunity Package  
Online Retail360 Dashboard  
Interactive Site Mapping with 10 Preloaded Sites

**PHASE 6**

## Recruiting Retailers & Developers

Proactive Retail Recruitment & Recruitment Updates  
Proactive Developer Recruitment & Recruitment Updates

**PHASE 7**

## Retail Retention & Community Engagement

Downtown / Local Retail Workshop

**PHASE 8**

## Retail Coaching

Ongoing Coaching & Project Management through TRC Pandora Platform

"In my opinion, The Retail Coach's strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent."

Samuel D. R. Satterwhite  
Executive Director  
Wyfie EDC

"Thank you for Gallatin's partnership with The Retail Coach. Charles Parker and his team have been very beneficial in helping my development find retail tenants. We have currently signed [multiple new brands] with their help and guidance."

Brad Jolly  
Developer  
Gallatin, Tennessee

PROJECT EXPECTATIONS

# Timeline & Pricing



### REPORTING

The Retail Coach will provide written or electronic project updates on a bi-monthly basis.



### COMMUNITY TRIPS

The Retail Coach team will make at least three (3) site visits to South Bay during the project.



### PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.



## Project Pricing

### Work Fees

The total fee for completion of this work is **\$30,000**, payable in three installments:

- a) **\$10,000** upon execution of the agreement;
- b) **\$10,000** upon 90 days following execution of contract.
- c) **\$10,000** at 180 days following execution of contract.

If South Bay elects to extend the agreement period, the additional fee shall be: **\$25,000** for each additional 12 month period of coaching, recruitment, and support.

### Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately **\$2,500**. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;
- c) Cost of copies for reports and maps/drawings; and
- d) Cost of shipping expenses, if any.

*\*All Work Fees and Project expenses are payable within 30 days after receipt of the expense invoice. The Retail Coach will provide a digital copy of the deliverables.*



SUCCESSFUL PARTNERSHIPS

# Past Clients & References



**Ray Dunlap**

*President*

Terrell Economic Development Corporation  
Terrell, Texas  
Phone: 469.534.2719  
ray@terrelltexas.com  
www.terrelltexasedc.com



**Suzi Sale**

*Economic Development Director*

City of Camden  
Camden, South Carolina  
Phone: 803.432.6448  
ssale@camdensc.org  
www.cityofcamden.org



NEWTON / COVINGTON  
ECONOMIC DEVELOPMENT

**Serra P. Hall**

*Director of Commercial Development*  
Newton County Economic Development  
Covington, Georgia  
Phone: 770.786.7510  
skphillips@selectnewton.com  
www.selectnewton.com



**Melody Whitten**

*Director of Development*  
58, Inc. (Client: Chelsea, Alabama)  
Pelham, Alabama  
Phone: 205.620.6658  
mwhitten@58inc.org  
www.58inc.org



**Rosemary Bates**

*Special Projects Director*  
Gallatin Economic Development Agency  
Gallatin, Tennessee  
Phone: 615.230.7953  
rosemary.bates@gallatintn.gov  
www.gallatingetsit.com

"For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about the 'service after the sale.' This was important. You see, a lot of firms can run data and put together fancy reports. What allows The Retail Coach to stand out is the coaching. A tool is useless unless someone 'coaches' you on the best way to utilize it.

When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs.

I highly recommend them to any community seeking to effectively recruit retail."

Dave Quinn, CEO,  
Executive Director  
Previously Bastrop, Texas



**PLEASE CONTACT:**

**Charles Parker**

**Project Director**

c: 662.231.9078

e: [cparker@theretailcoach.net](mailto:cparker@theretailcoach.net)

**Building Partnerships.  
Developing Communities.**