



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 OCTOBER 15, 2019**

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 OCTOBER 15, 2019**  
**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. **US Army Corps of Engineers: Jacksonville District**  
**Overview: How Water is Managed in Lake Okeechobee**  
Savannah Lacy, Hydraulic Engineer  
Luis Alejandro, Chief of the Water Management Section
4. **ADJOURNMENT**

**REGULAR CITY MEETING AGENDA  
CITY OF SOUTH BAY, FL  
CITY COMMISSION CHAMBERS  
TUESDAY OCTOBER 15, 2019  
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.

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 *(Up to 5 minutes)*  
PROCLAMATIONS**

**3a. Habitat for Humanity of Palm Beach County  
Unsolicited Proposal  
Nadine T. Dennis  
Neighborhood Revitalization Director**

**3b. Federations of Families of Florida Inc.  
Community Garden  
C. Veree Jenkins, CEO**

**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- October 01, 2019  
*(Regular City Workshop and City Meeting)***

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

6a. RESOLUTION NO. 45-2019

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

6b. RESOLUTION: 46-2019

A RESOLUTION OF THE CITY COMMISSION OF SOUTH BAY, FLORIDA, APPROVING AND ADOPTING THE 2020 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE;

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

8a. SAC Meeting  
October 16, 2019 at 6:00pm  
Rosenwald Elementary (Media Center)

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Celebration of Literacy  
*City of South Bay: Commissioners and Staff*  
October 15, 2019- November 27, 2019  
Schools in the City of South Bay, FL

10b. Glades Tri-City Commission  
7<sup>th</sup> Annual Glades Tri-City Awards Ceremony  
October 18, 2019 at 6:00pm

**10c. Walk and Eat Breakfast with the Mayor**

105. Martin Luther King Jr Blvd.

*Tanner Park on the following dates:*

- October 19, 2019 at 6:30am-9:30am
- November 16, 2019 at 6:30am-9:30am
- December 21, 2019 at 6:30am-9:30am

**10d. Palm Beach County Sheriff's Office**

**District 13-Western Region**

*National Night Out: Night out Against Crime 2019*

**October 24, 2019 from 5:00pm- 8:00pm**

*Location:* Glades Pioneer Park

866 S.R. 715, Belle Glade, FL 33430

**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**13. FUTURE AGENDA ITEMS**

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

**15. ADJOURNMENT**

**CITY OF SOUTH BAY**  
**City Workshop Minutes**  
**October 01, 2019**

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**6:30PM**

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 October 01, 2019 at 6:30 p.m.

**Present:**

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

**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. Community Breast Health Navigator for Glades Region- Fanny Jackson

3b. The Glades Region- Kevin Wright

3c. Agenda Items

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

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**  
**REGULAR CITY MEETING**  
**OCTOBER 01, 2019**  
**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 October 01, 2019 at 7:00 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor Betty Barnard  
Commissioner Esther E. Berry  
Commissioner Taranza McKelvin  
Commissioner John Wilson via telephone at 8:19pm

**Staff:**

Leondrae Camel, City Manager  
Burnadette Norris-Weeks, City Attorney  
Natalie Malone, City Clerk  
Massih Saadatmand, Finance Director

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

**1. PRESENTATIONS/PROCLAMATIONS**

- 1a. Mediation Week- Councilman Lawrence Gordon**
- 1b. Infrastructure Project Update- David J. Mendez, P.E., City Engineer**

**2. CONSENT AGENDA**

- 2a. Approval of Special City Minutes- September 10, 2019**  
(Tentative Budget Hearing)
- 2b. Approval of City Minutes - September 17, 2019**  
(Regular City Workshop and City Meeting)
- 3c. Approval of Special City Minutes- September 24, 2019**  
(Final Budget Hearing)

Moved By: Vice Mayor Barnard

Seconded By: Commissioner Mckelvin

(Full discussion/recording available through the City Website)

3. **PUBLIC COMMENTS**

No Public Comments

4. **RESOLUTION**

4a. **RESOLUTION NO. 42-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING, PERTAINING TO SW 10<sup>th</sup> STREET REHABILITATION PROJECT AS A CONTINUING AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE**

Moved By: Commissioner Berry

Seconded By: Vice Mayor Barnard

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

(Full discussion/recording available through the City Website)

4b. **RESOLUTION: 43-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS; PROVIDING FOR AN EFFECTIVE DATE.**

Moved By: Commissioner Mckelvin  
 Seconded By: Commissioner Berry

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

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

4c. RESOLUTION: 44-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT A MODIFICATION TO THE SUBGRANT AGREEMENT #Z0800-1 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR AN EFFECTIVE DATE**

Moved By: Vice Mayor Barnard  
 Seconded By: Commissioner Mckelvin

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

5. ORDINANCE

6. ROSENWALD ELEMENTARY SCHOOL

8a. Mr. Bruce Hightower, Principal

- Diagnostic Testing-December 2019
- Drumline- Thanked City of South Bay for contributions to the School float, headed by Commissioner Mckelvin
- Progress Reports- sent out last Friday
- October 02, 2019- Benefits of walking and cycling to school at

Cox Park

- October 16, 2019-SAC Meeting
- October 18, 2019- Professional Development Day
- October 22, 2019- Field day for students

7. **FINANCE REPORT**

7a. **Accounts Payable**

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

8. **CITY CLERK REPORT**

8a. **Palm Beach County Legislative Delegation:**

*Public Schedule and Workshops*

Local Election and Public Hearing

**Thursday, October 03, 2019 (9:00am-12:00pm)**

Norton Museum of Art

1450 S Dixie Hwy, West Palm Beach, FL 33401

8b. **Aid and Attendance Benefit Seminar**

For Wartime Veterans or their surviving spouse

**October 11, 2019 at 9:00am**

South Bay City Hall

335 SW 2<sup>nd</sup> Ave, South Bay, FL

8c. **Celebration of Literacy**

*City of South Bay: Commissioners and Staff*

**October 15, 2019- November 27, 2019**

Schools in the City of South Bay, FL

8d. **Walk and Eat Breakfast with the Mayor**

105 . Martin Luther King Jr Blvd.

*Tanner Park on the following dates:*

- **October 19, 2019 at 6:30am-9:30am**
- **November 16, 2019 at 6:30am-9:30am**
- **December 21, 2019 at 6:30am-9:30am**

10d. **Palm Beach County Sheriff's Office**

**District 13-Western Region**

***National Night Out: Night out Against Crime 2019***

**October 24, 2019 from 5:00pm- 8:00pm**

**Location:** Glades Pioneer Park

866 S.R. 715, Belle Glade, FL 33430

**10. CITY ATTORNEY REPORT**

No report

**11. CITY MANAGER REPORT**

- IT Bid- Network Coastal Solutions
- City Hall Retrofit Project-2SBW
- South Bay Sheriff Update-Sergeant J. Ortiz
  - *Traffic Initiative*
  - *Speed tracker*
  - *Crossing Guard at 10<sup>th</sup> Ave and MLK*

**12. FUTURE AGENDA ITEMS**

**Commissioner Berry:** Crossing Guard at 10<sup>th</sup> Ave and MLK

**13. COMMISSIONER COMMENTS**

**13a. Commissioner Mckelvin:**

- Thanked everyone for coming out  
*(Full discussion recording available through the City Website)*

**13b. Commissioner Berry:**

- Thanked everyone for coming out
- Will provide follow-up on Strategic Plan assessment based on Commissioners response
- Happy Birthday South Bay: Public input welcomed  
*(Full discussion recording available through the City Website)*

**13c. Vice-Mayor Barnard:**

- Thanked everyone for coming out and mentioned:
- Delta Sigma Theta Sisters (present)

- Complete Count Committee- volunteers welcomed  
*(Full discussion/recording available through the City Website)*

**13d. Commissioner Wilson:**

- Thanked everyone for coming out
- Gave thanks to those who put up guardrails at NW 1<sup>st</sup> street  
*(Full discussion/recording available through the City Website)*

**13e. Mayor Kyles:**

- Thanked everyone for coming out and he also referenced:
- Installation of guardrails at NW 1<sup>st</sup> street
- Infrastructure development  
*(Full discussion/recording available through the City Website)*

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Joe Kyles, Mayor

ATTESTED BY:

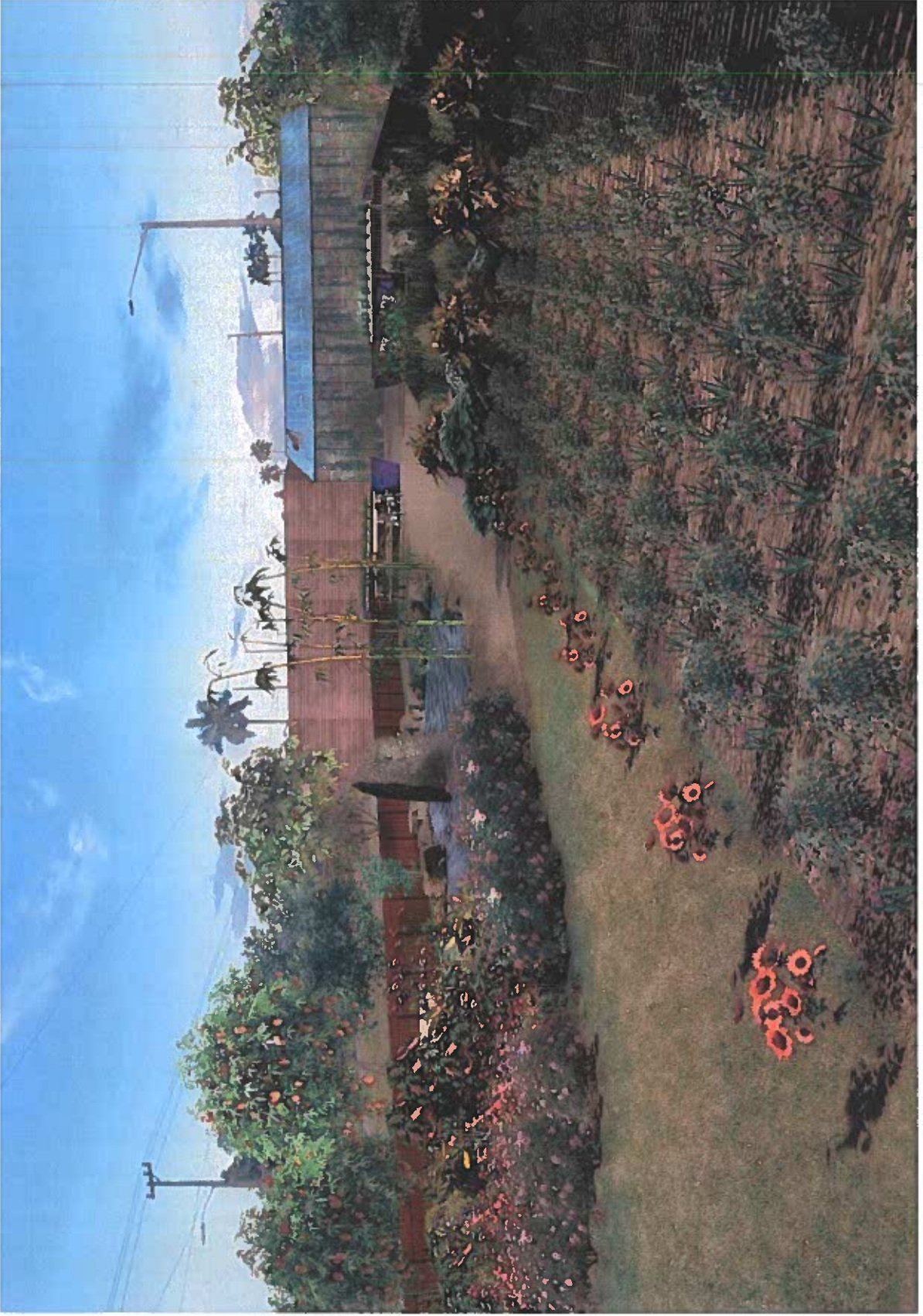
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Natalie Malone, City Clerk









Printed by Leonrae Camel  
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**RESOLUTION NO. 45-2019**

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

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

**WHEREAS**, the City of South Bay ("City") issued Request for Proposals ("RFP") No. 2019-05 on August 29, 2019 and said RFP closed on September 20, 2019; and

**WHEREAS**, there were four (4) respondents and Coastal Network Solutions, LLC was found to be the lowest responsive and responsible proposer; and

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

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

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

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

**Section 2.** **Authorization of Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between the City of South Bay and Coastal Network Solutions, LLC, attached hereto as Exhibit "A" for the provision of Information

Technology Support Services to include: On-site Support; Out-of-Band Support; Network Monitoring, Service Desk Assistance and related activities. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

**PASSED and ADOPTED** this 15th day of October 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)

**AGREEMENT**

THIS IS AN AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_ 2019, between:

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

and

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

**WITNESSETH:**

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

**ARTICLE 1**  
**PREAMBLE**

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

- 1.1 CITY is in immediate need of an independent contractor to perform work related to information technology support services;
- 1.2 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth herein and in Exhibit A.

**ARTICLE 2**  
**SCOPE OF WORK**

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in this Article.

The CONTRACTOR shall provide the following services to the CITY in accordance with the terms set forth below:

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

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

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

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

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

ARTICLE 3  
TIME FOR COMPLETION

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

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

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

ARTICLE 4  
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in the amount of \$1,650.00 per month for the provision of the Managed IT Services. Out-of-scope T&M Services shall be billed at an amount of \$100.00 per hour. There shall be no payment by CITY for out-of-pocket travel time.

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

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

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

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

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

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

ARTICLE 5  
CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

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

ARTICLE 6  
PROTECTION OF PROPERTY

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

ARTICLE 7  
CONTRACTOR'S INDEMNIFICATION

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

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

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



ARTICLE 8  
INDEPENDENT CONTRACTOR

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

ARTICLE 9  
PERFORMANCE BOND

9.1 No performance bond shall be required on this contract.

ARTICLE 10  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

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

ARTICLE 11  
TERM AND TERMINATION

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

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

ARTICLE 12  
CONTRACT DOCUMENTS

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

ARTICLE 13  
MISCELLANEOUS

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

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

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

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

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

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

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

the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

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

Copy To: Burnadette Norris-Weeks, City Attorney  
Burnadette Norris-Weeks, P.A. (NW 7<sup>th</sup> Ave.)  
401 North Avenue of the Arts  
Fort Lauderdale, Florida 33311

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

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

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

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

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

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

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

County.

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

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

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

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

**(This space intentionally left blank)**

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

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

Attested

City of South Bay

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

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

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

APPROVED AS TO FORM

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

CONTRACTOR

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Coastal Network Solutions, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b>  <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																		
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Employer identification number																				
4	6		0	9	3	4	3	6	8											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Justin Siskay</i>	Date ▶ 1/2/18
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**RESOLUTION 46-2019**

**A RESOLUTION OF THE CITY COMMISSION OF SOUTH BAY, FLORIDA, APPROVING AND ADOPTING THE 2020 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats, and

**WHEREAS,** the Disaster Mitigation Act of 2000, was enacted to establish a National Disaster Hazard Mitigation Program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster, and

**WHEREAS,** the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

**WHEREAS,** Palm Beach County's Local Mitigation Strategy (LMS), in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy; and

**WHEREAS,** the 2020 revised Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency subject to adoption by the Board of County Commissioners; and

**WHEREAS**, the LMS Steering Committee recommends the formal adoption of the 2020 Revised Local Mitigation Strategy, including planned future enhancements described therein, by the County and all 38 participating municipalities.

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

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

**Section 2.** Approval and Adoption of 2020 Revised LMS. The South Bay City Commission hereby approves and adopts the 2020 Revised Local Mitigation Strategy Plan (attached hereto as Exhibit "A") in its entirety, as revised by the LMS Steering Committee as submitted to the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency.

**Section 3.** Authorization of City Staff. The South Bay City Commission authorizes the appropriate staff Officials to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Local Mitigation Strategy, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the Local Mitigation Strategy.

**Section 4.** Pledge of Support and Participation in LMS. The South Bay City Commission will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by Federal Emergency Management agency, the Florida Division of Emergency Management, and the Palm Beach County Local Mitigation Strategy Steering Committee.

**Section 5.** Incorporation of Concerns into the Local Comprehensive Plan. The South Bay City Commission will consider incorporating climate change concerns, sea level rise and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and its zoning codes.

**Section 6.** Transmittal. The South Bay City Commission directs the Clerk to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention Local Mitigation Strategy Coordinator (561-712-6481), for filing in the Office of the Clerk & Comptroller.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon passage.

**PASSED and ADOPTED** this 15th Day of October 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)

# LMS2020 - Summary Sheet

## The Local Mitigation Strategy

The purpose of the Local Mitigation Strategy (LMS) is to develop, and execute an ongoing methodology for reducing a community's vulnerability to identified natural, technological, and human caused hazards. The strategy provides a rational, managed basis for considering, and prioritizing hazard-specific mitigation options, and for developing, and executing sound, cost-effective mitigation projects. The LMS provides a basis for justifying the solicitation, and use of local, state, federal, and other funding sources to support hazard mitigation projects and initiatives.

## LMS2020 – Why Do We Have an LMS

- We have the LMS in accordance with the Disaster Mitigation Act of 2000 and Title 44 of the Code of Federal Regulations.
- It allows communities to identify hazards and prioritize unfunded projects to mitigate those hazards when funding becomes available from local, state, and federal sources.
- It is required in order to receive Pre-Disaster Mitigation (PDM), Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA) funding from Federal Emergency Management Agency (FEMA) before, and after a disaster strikes.
- It puts local communities in control of projects and funding priorities.

## LMS2020 – What Has Changed Since LMS2015

- Recent years have shown increased vulnerabilities as modeling, and mapping capabilities improve, and as more information is gathered on potential impacts of climate change, and sea level rise. This LMS integrates updated information on storm surge and sea level rise and climate change into our hazards, mitigation measures, mapping and project list.
- Collaboration with the Office of Sustainability and participation in the Southeast Florida Regional Climate Change Compact has increased the number of planning stakeholders we are working with for assessments.
- Analyses of local flooding conditions as it relates to PBC communities
- Update of Agricultural Pests and Diseases with specifics on the citrus industry
- Updates in severities of Pandemic/Communicable Diseases (mosquito borne diseases)
- Improved project tracking system through creation of a WebEOC internet based board, and encouraged participants to track projects; illustrates all of the mitigation work being done in Palm Beach County

## Adoption of LMS2020

Your jurisdiction must adopt the LMS2020 in order to be eligible for any mitigation funding in the future (HMGP, PDM, and/or FMA grants). Adoption of LMS2020 is paramount to your community remaining a viable stakeholder in mitigation research, identification, and prioritization. Our communities utilize the LMS to include mitigation in their development, and redevelopment projects through inclusion in their Master Plans and Capital Improvement plans. Communities are proactively including mitigation projects into their internal funding, and capital improvement budgets. LMS2020 is your comprehensive approach to effectively reduce the impact of current, and future hazards, and risk faced within Palm Beach County.

Failure to adopt LMS2020 will negate your community hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.



**City of South Bay**

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

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

**Commission**

Joe Kyles Sr.  
 Mayor

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: October 10, 2019  
 Ref: Weekly check register

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

General Fund

• Utility:		
Comcast	\$	1,149.27
PBC Water Utility		1,674.21
FPL		6,973.27
• Bank of America		286.47
• Florida Municipal Insurance		1,739.00
• CAP Government/Engineering		3,687.50
• Burnadette Norris-Weeks		5,307.19
• Coastal network		1,500.00
• Cougar Mountain		1,800.00
• Civic Plus		3,051.00
• Marathon		1,512.94
• LORE Alliance		5,000.00
• Purchased of supplies, materials and parts		2,160.99
• Payment for various services		3,359.37
• Payroll deductions		4,793.43
• Other		1,803.94
		<u>1,803.94</u>
	Total	\$ 45,798.58

Capital Project

CAP Engineering	\$	4,400.00
Brookman Enterprise		4,234.00
Weekly Asphalt		69,855.00
Zahlene Enterprise		89,788.30
		<u>168,277.30</u>

Sanitation Fund

Waste Management	\$	<u>4,542.32</u>
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W & S Fund

US Water	\$	<u>3,942.43</u>
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A  
B  
C  
D



# AP Check Register Report

City Of South Bay (CSBFND)

09/26/2019 1:51:00 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12044	AFLAC	AFLAC	09/26/2019	1,436.59	C
12045	BANK OF AMERICA, NA	BANK OF AMERICA	09/26/2019	286.47	
12046	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	09/26/2019	28.53	A
12047	CAP GOVERNMENT	CAP GOVERNMENT	09/26/2019	1,527.50	
12048	CLARKE	CLARKE	09/26/2019	408.22	A
12049	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	09/26/2019	1,500.00	
12050	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	09/26/2019	1,242.49	C
12051	COMCAST	COMCAST	09/26/2019	219.50	
12052	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	09/26/2019	1,800.00	
12053	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	09/26/2019	41.31	A
12054	FLORIDA LABOR LAW PO	FLORIDA LABOR LAW POSTER SERVICE	09/26/2019	79.50	D
12055	IAMAW	IAMAW	09/26/2019	350.16	C
12056	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	09/26/2019	94.00	B
12057	LIBERTY NATIONAL	LIBERTY NATIONAL	09/26/2019	704.37	C
12058	MUTUAL OF OMAHA	MUTUAL OF OMAHA	09/26/2019	286.82	D
12059	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	09/26/2019	21.84	A
12060	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	09/26/2019	230.00	B
12061	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	09/26/2019	643.70	C
12062	WALMART COMMUNITY	WAL-MART COMMUNITY	09/26/2019	138.07	A
12063	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	09/26/2019	239.84	C

<b>Non-Electronic Transactions:</b>	11,278.91
<b>Total Transactions:</b>	11,278.91

# AP Check Register Report

## City Of South Bay (CSBFND)

10/04/2019 8:29:07 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12064	ALLY	ALLY	10/03/2019	725.70	B
12065	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	10/03/2019	5,307.19	
12066	CAP ENGINEERING	CAP ENGINEERING	10/03/2019	2,160.00	
12067	CLARKE	CLARKE	10/03/2019	599.88	B
12068	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	10/03/2019	60.00	I
12069	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/03/2019	1,739.00	
12070	LAKE HARDWARE	LAKE HARDWARE	10/03/2019	22.49	A
12071	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/03/2019	1,674.21	
12072	PERFORMANCE NAPA	PERFORMANCE NAPA	10/03/2019	48.39	A
12073	RADON MITIGATION SER\	RADON MITIGATION SERVICE LLC	10/03/2019	47.88	D
<b>Non-Electronic Transactions:</b>				12,384.74	
<b>Total Transactions:</b>				12,384.74	

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

10/07/2019 2:26:17 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12074	HILTON GARDEN INN COF	HILTON GARDEN INN CONVENTION CENTER	10/07/2019	1,389.74
Non-Electronic Transactions:				1,389.74
Total Transactions:				1,389.74

# AP Check Register Report

## City Of South Bay (CSBFND)

10/10/2019 10:27:17 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12075	CIVICPLUS INC	CIVICPLUS INC	10/10/2019	3,051.00
12076	COMCAST	COMCAST	10/10/2019	929.77
12077	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	10/10/2019	31.76 <i>A</i>
12078	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	10/10/2019	868.46
12080	FPL	FPL	10/10/2019	6,973.27
12081	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	10/10/2019	967.42 <i>A</i>
12082	LORE ALLIANCE OF PBC	LAKE OKEECHOBEE REGIONAL ECONOMIC	10/10/2019	5,000.00
12083	MARATHON/MEX BANK	WEX BANK	10/10/2019	1,512.94
12084	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	10/10/2019	176.28 <i>C</i>
12085	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	10/10/2019	462.44 <i>A</i>
12086	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	10/10/2019	278.73 <i>J</i>
12087	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	10/10/2019	120.01 <i>A</i>
12088	XEROX CORP	XEROX CORPORATION	10/10/2019	373.11 <i>B</i>
<b>Non-Electronic Transactions:</b>				20,745.19
<b>Total Transactions:</b>				20,745.19

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

10/08/2019 3:27:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
199	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	10/08/2019	4,542.32
Non-Electronic Transactions:				4,542.32
Total Transactions:				4,542.32

# AP Check Register Report

City Of South Bay (CSBFND)

10/01/2019 4:28:10 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2147	US WATER	U.S. WATER SERVICES CORPORATION	10/01/2019	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43

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

10/04/2019 9:42:06 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
163	CAP ENGINEERING	CAP ENGINEERING	10/04/2019	4,400.00
Non-Electronic Transactions:				4,400.00
Total Transactions:				4,400.00

# AP Check Register Report

City Of South Bay (CSBFND)

10/08/2019 2:48:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
164	BROCKMAN ENTERPRISE	BROCKMAN ENTERPRISE GROUP LLC	10/08/2019	4,234.00
165	WEEKLY ASPHALT PAVING	WEEKLEY ASPHALT PAVING, INC.	10/08/2019	69,855.00
166	ZAHLENE ENTERPRISE IN	ZAHLENE ENTERPRISE, INCE	10/08/2019	89,788.30
Non-Electronic Transactions:				163,877.30
Total Transactions:				163,877.30





# Celebration of Literacy

You are invited to come out and read to our students.

## City of South Bay, FL

Calling all City Commissioners and Staff,

To Read for the Record: Reading to the students in our community

Beginning October 15, 2019-November 27, 2019

At Schools in the City of South Bay

In support of the Literacy Coalition, whose mission is to improve the quality of life in our community by promoting and achieving literacy.

SCHOOL	DATE	TIME
<u>Rosenwald Elementary School</u> 1321 Dr Martin Luther King Jr Blvd, South Bay, FL 33493	October 16-18	Open
<u>Lutheran Services Head Start</u> 900 US-27, South Bay, FL 33493	October 31, 2019	10:00 am
<u>ABC Playschool</u> 1165 Martin Luther King Blvd South Bay, FL 33493	November 07, 2019	10:00am
<u>Fortin Family Development</u> 110 Harrelle Dr, South Bay, FL 33493	November 07, 2019	2:30pm
<u>East Coast Migrant Head Start</u> 475 US-27, South Bay, FL 33493	To be announced	



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# ROSENWALD ELEMENTARY

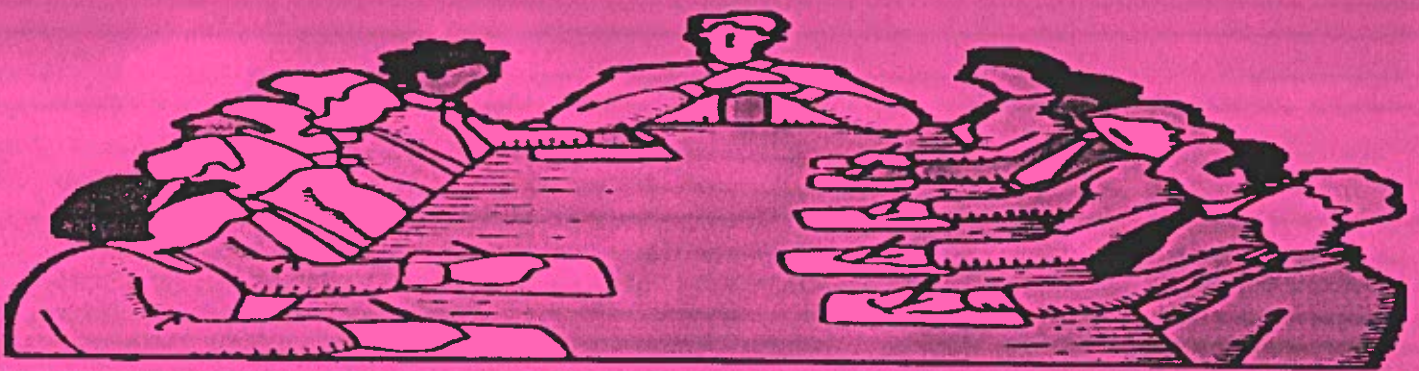
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## SAC MEETING

**When: Wednesday, October 16, 2019**

**Where: Media Center**

**Time: 6:00 PM**



## Reunion del Consejo Asesor (SAC)

**Cuando: Miercoles, 16 de Octubre del 2019**

**Lugar: En la Biblioteca**

**Hora: 6:00-7:00**



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

GLADES REGIONAL OFFICE  
2625 NW 16<sup>TH</sup> STREET  
BELLE GLADE, FL 33430

Ph: (561) 996-4900 Fax: (561) 996-4912

ANGELA MOORE, Ed.S.  
GLADES REGIONAL SUPERINTENDENT

MONEEK MCTIER, Ed.D.  
GLADES REGIONAL INSTRUCTIONAL SUPERINTENDENT

KEITH OSWALD  
DEPUTY SUPERINTENDENT/CHIEF OF SCHOOLS

September 23, 2019

Dear Partner in Education,

On behalf of the entire Glades Region, I would like to thank you for your financial contribution in support of our Glades region schools earning a school rating of "C" or higher based on the Florida Department of Education's grading scale.

The Glades Tri-Cities Education Committee is sponsoring the 7<sup>th</sup> Annual Glades Tri-Cities Awards Ceremony on Thursday, October 18, 2019, 6:00 pm in Glades Central Community High School's auditorium. For the past 6 years, we have honored students who earned a Level 5 or a perfect score in grades 3-12 on a standardized assessment.

We are excited to celebrate the achievement of these students and ask of your support financially in this endeavor. Please make your donation payable to: City of Belle Glade. You may mail your donation to the following address: PO Box 1146, Belle Glade, Florida 33430. Your donation will help defray the cost of this celebration. Any amount is greatly appreciated. If you would like your donation to be picked up, you may contact Mary O. Evans at (561) 983-2425 or Kevin Wright at (561) 261-0717. Your donation will ensure your business and/or organization be listed as a sponsor for this event.

We welcome you to join us for this momentous celebration. If you are able to attend, email Ms. Evans at [mevans@belleglade-fl.com](mailto:mevans@belleglade-fl.com) or Mr. Wright at [kevin.wright@palmbeachschools.org](mailto:kevin.wright@palmbeachschools.org). Each year, this event continues to increase with students being recognized. We kindly request a guest limit of no more than two (2).

Thank you in advance for your contribution.

Sincerely,

Kevin Wright, School/Community Liaison

Mary O. Evans, Tri-Cities Education Chairperson

***"Growing Greatness in Academics & Athletics; It's In Our DNA"***

School District of Palm Beach County, Florida  
A Top-Rated District by the Florida Department of Education Since 2005  
*An Equal Education Opportunity Provider and Employer*

# WALK WITH THE MAYOR



City of South Bay invites you to walk with the Mayor!

Mayor Kyles wants to encourage all residents of City of South Bay to exercise regularly to enjoy the benefits of better health.

Join Mayor Kyles as he walks the Track at Tanner Park!

Come out and walk with The Mayor!

Eat Breakfast with The Mayor!

Dates:	Walk Starts at:
October 19, 2019	6:30 am- 9:30 am
November 16, 2019	6:30 am- 9:30 am
December 21, 2019	6:30 am- 9:30 am

Location: Tanner Park Recreation Center

105 Dr. Martin Luther King Jr Blvd,  
South Bay, FL 33493



**Healthier Glades**

Unlocking Our Community Strengths



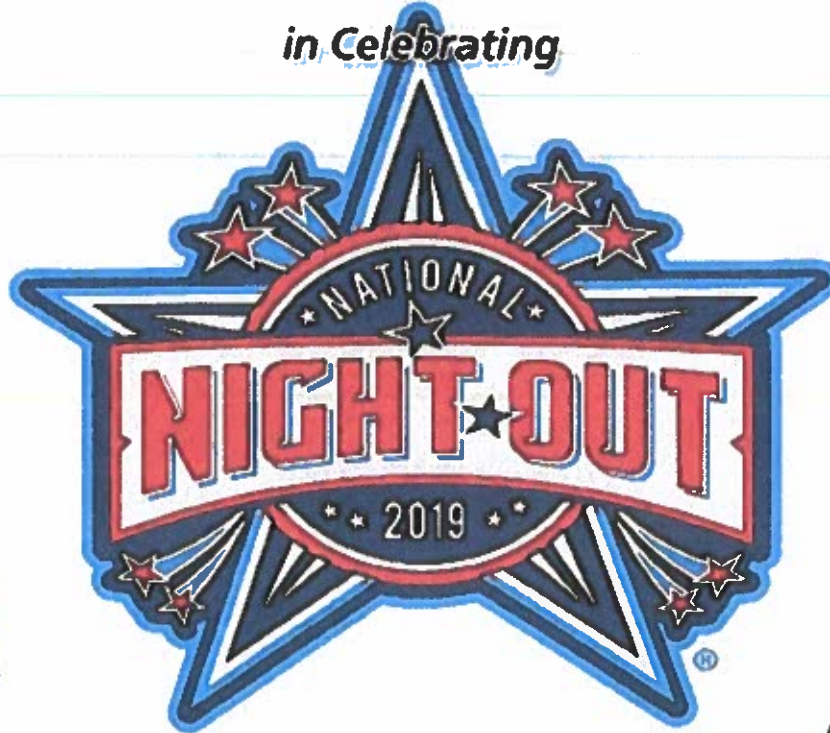
# PBSO District 13 - Western Region

*Invites You to Come Out and Join the*

## ***Palm Beach County Sheriff's Office***

**CITY OF BELLE GLADE • CITY OF SOUTH BAY • CITY OF PAHOKEE**

*in Celebrating*



### **POLICE • COMMUNITY PARTNERSHIPS**

Join the dedicated men and women of the Palm Beach County Sheriff's Office, Local Businesses and Community Leaders as they unite together to decrease crime.

A great night for the Kids and Families and best of all it's **FREE.**

**Fun for the Kids • Face painting  
Cotton candy • Popcorn • Snow cones**

Enjoy Hot Dogs, Hamburgers, and Beverages along with members of the Palm Beach County Sheriff's Office K-9 Unit, Marine Unit, and Mounted Unit.

**Thursday, October 24, 2019**

**5 p.m. – 8 p.m.**

**Glades Pioneer Park**

**866 S.R. 715, Belle Glade, Florida 33430**

Show your commitment to reduce crime and join us for

**Night Out Against Crime 2019**

**Presented by PBSO**