

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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
TUESDAY FEBRUARY 18, 2020

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY FEBRUARY 18, 2020
6:30PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. Jay Arias- Novenna Community Mental Health
4. **ADJOURNMENT**

**REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
TUESDAY FEBRUARY 18, 2020
7:00PM**

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
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1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS

(Up to 5 minutes)

3a. Javian Walker, 2SBW & Associates Inc.

Project Update on ITB 2019-06: City Hall Wind Retrofit Project

3b. Problem Gambling Awareness Month (PGAM)-Proclamation

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

(Up to 3 minutes)

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 - February 04, 2020

(Regular City Workshop and City Meeting)

5b. Future Agenda Items- Commissioner Berry

- Strategic Planning
- Happy Birthday South Bay
- Townhall meeting:
 - Vision
 - Strategic Plan Objective
 - Legislative Priorities
 - Housing Initiatives

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

6a. RESOLUTION NO. 07-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS INC. ("TSC") FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION NO. 08-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT NUMBER TWO BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 09-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT, PHASE 4; PROVIDING FOR AN EFFECTIVE DATE.

6d. RESOLUTION NO. 10-2020

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

6e. RESOLUTION NO. 11-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR VOTING PROCESSING EQUIPMENT USE AND ELECTION SERVICES FOR THE CITY'S MARCH 17, 2020 ELECTION AND ANY OTHER ELECTION CALLED DURING THE CALENDAR YEAR 2020; ESTABLISH A CANVASSING BOARD; AND PROVIDING EFFECTIVE DATE.

7. ORDINANCE

7a. ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES BY 5%; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

8. ROSENWALD ELEMENTARY SCHOOL

8a. Mr. Bruce Hightower, Principal

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Upcoming:

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

11. CITY MANAGER REPORT

11a. CitiBot

11b. Brownfields: 480 US HWY 27N

11c. Project Update

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY

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**City Workshop
February 04,2020
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. 2nd Avenue, South Bay, Florida on February 04, 2020 at 6:30 p.m.

Present:

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

Staff:

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. Sunshine Law for Elected Officials
4. **ADJOURNMENT**

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

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
Tuesday February 04,2020
At 7:00P.M.

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 04, 2020 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for any voting conflicts: NONE

1. PRESENTATIONS/PROCLAMATIONS

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

2a. Annie Ifill, Healthier Glades
Upcoming events

2b. Vivene Smith, Resident
Property Concern

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

3a. Approval of City Minutes- January 07, 2020
(Regular City Workshop and City Meeting)

Moved By: Commissioner McKelvin
Seconded By: Commissioner Wilson

3b. Commissioner Berry
Requested previous approved items be discussed at February 18, 2020 Meeting.

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

4a. RESOLUTION NO. 03-2020

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

Moved By: Commissioner Berry
Seconded By: Commissioner McKelvin

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

4b. RESOLUTION NO. 04-2020

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

**Moved By: Commissioner Berry
 Seconded By: Commissioner Wilson**

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

4c. RESOLUTION NO. 05-2020

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

**Moved By: Commissioner Berry
 Seconded By: Commissioner Wilson**

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

4d. RESOLUTION NO. 06-2020

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

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Wilson

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT- *(Full discussion/recording available through the City Website)*

9a. Accounts Payable

10. CITY CLERK REPORT

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

11. THE CITY MANAGER REPORT

11a. Treasure Coast Regional Council

11b. City Engineer

11c. Project Bid Concurrence

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

13a. Commissioner Berry

14. COMMISSIONER COMMENTS

14a. Commissioner Wilson

Thanked everyone for coming out

14b. Commissioner Berry:

Thanked everyone for their presence.

14c. Vice-Mayor Barnard:

Thanked everyone for coming out.

14d. Mayor Kyles:

Thanked everyone for coming out.

(Full discussion/recording available through the City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 07-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS INC. ("TSC") FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish an unsafe structure within the city limits located at 625 Palm Beach Rd, South Bay, FL 33343; and

WHEREAS, on January 16, 2020, the City of South Bay published a Request for Proposals ("RFP") No. 2020-01 for Building Demolition Services; and

WHEREAS, proposals were received up until February 3, 2020 at 10:00 a.m.; and

WHEREAS, TSC Inc. was found to be the most responsive and responsible proposer to perform said work; and

WHEREAS, the agreed upon contract sum is Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, the scope of work consists of: Demolish the entire existing building; removal of the existing piles or cut off the existing piles below existing grade; Level off lot where existing building was located; and removal of all debris from subject property; import grade site back to existing ground elevation; and

WHEREAS, the expected project duration shall not exceed sixty (60) days; and

WHEREAS, the City desires to enter into a Demolition Services Agreement ("Agreement") with Total Solution Contractors Inc.; and

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

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

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

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

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

PASSED and ADOPTED this 18th day of February 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AGREEMENT FOR
DEMOLITION SERVICES**

THIS AGREEMENT, made this _____ day of _____ 2020, is by and between the City of South Bay, a Florida municipality, (“City”), whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and Total Solution Contractors Inc., a Florida corporation, (“Contractor” or “Company”), whose address is 3940 10th Avenue N Suite 5A Lake Worth FL. 33461 for the term specified herein,

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

WITNESSETH:

I. SCOPE

The building located at 625 Palm Beach Rd. South Bay, FL 33493 needs to be demolished. Specifically, the building is touching an adjoining property and has created a health, life and safety hazard. Contractor shall furnish any and all materials, tools, supplies, and labor necessary to perform the work described in this Article.

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

- A. Demolition of CBS building and supporting 5” concrete floor slab. Old and excess recyclable materials that do not contain metal or steel will be integrated back into a new building or new building site. Concrete will be recycled on site by crushing, material will then be used to fill holes where needed on site.

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

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

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

II. TERM OF AGREEMENT

The initial contract period shall commence on _____, 2020, and shall end no more than sixty (60) days thereafter.

III. COMPENSATION

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

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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 Section I 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

IV. METHOD OF BILLING AND PAYMENT

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

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

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

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

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance

Limit	\$1,000,000
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Automobile Liability Insurance

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

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

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment.

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority and Notice

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

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective

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

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

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

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

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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

CITY OF SOUTH BAY

By: _____
City Manager

Approved as to form:

City Attorney

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR

By: _____
Print Name: _____
Manager

STATE OF _____ ;
COUNTY OF _____ ;

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as manager for Total Solution Contractors Inc., a Florida company.

(SEAL)

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

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

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

**Building Demolition Services – 625 Palm Beach Rd.
RFP 2020 – 01**

Respondent/Score	Driven Construction Company	Total Solution Contractors Inc.	Dev-Land Demolition and Site Inc.	Rapid Removal Inc.
Price (including asbestos study) – 50 points	20	50	50	30
Qualifications & Experience – 20 points	20	20	18	20
Approach – 20 points	15	20	20	15
Schedule – 10 points	7	8	9	10

72 / 98 / 97 / 75

Review Date: February 10, 2020

Reviewers Name: Phalinda Felton

Reviewers Recommendation: ISC (Total Solution Contractors Inc)

**Building Demolition Services – 625 Palm Beach Rd.
RFP 2020 – 01**

Respondent/Score	Driven Construction Company	Total Solution Contractors Inc.	Dev-Land Demolition and Site Inc.	Rapid Removal Inc.
Price (including asbestos study) – 50 points	45	40	40	45
Qualifications & Experience – 20 points	5	15	5	10
Approach – 20 points	5	15	10	10
Schedule – 10 points	8	5	5	8
	63	75	60	73

Review Date: February 10, 2020

Reviewers Name: Nelson T. Collins

Reviewers Recommendation: Total Solution Contractors Inc.

**Building Demolition Services – 625 Palm Beach Rd.
RFP 2020 – 01**

Respondent/Score	Driven Construction Company	Total Solution Contractors Inc.	Dev-Land Demolition and Site Inc.	Rapid Removal Inc.
Price (including asbestos study) – 50 points	10	50	22	30
Qualifications & Experience – 20 points	10	20	15	12
Approach – 20 points	12	20	17	8
Schedule – 10 points	10	10	10	4
	42	100	64	54

Review Date: February 10, 2020

Reviewers Name: Natalie Malone

Reviewers Recommendation: Total Solutions Contractors, Inc.

RESOLUTION NO. 08-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT NUMBER TWO BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT"), has created the Economic Development Transportation Fund ("EDTF") pursuant to Section 339.2821, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

WHEREAS, FDOT has determined that the transportation project described in the attached funding agreement is necessary to facilitate economic development and growth within the State of Florida; and

WHEREAS, the City and FDOT now desire to execute an Amendment to the EDTF Agreement in the form of a State-Funded Grant Supplemental Agreement that modify the deliverables of the initial EDTF Agreement; and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the best interests of the residents of the City of South Bay to allow the City Manager to execute the State-Funded Grant Supplemental Agreement attached hereto as Exhibit "A".

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached State-Funded Grant Supplemental Agreement, attached hereto as Exhibit "A", to the State of Florida Department of Transportation Economic Development Transportation Fund Agreement and to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 18th day of February 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

January 29, 2020

Mr. Leondrae Camel
City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

RE.: **Corrected/ Revised** Bid Concurrence for FM# 443363-3-54-01 & 443363-3-54-02: Glades Area Resurfacing and Reconstruction, Phase 4 (NW 1st Street from 3rd Avenue to 1st Avenue)

Dear Mr. Camel:

The Department is in receipt of the City of South Bay's recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The City of South Bay was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the City of South Bay's selection of **R&D Paving, LLC.**, with a total base bid amount of **\$300,022.50**. The low bidder is not suspended or debarred as confirmed with the System of Award Management (<https://www.sam.gov/portal/public/SAM/>).

The following items are considered non-eligible for payment:

<u>Item#</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Total Amount</u>
425-5	Manhole Adjust	5 EA @ \$750.00	\$ 3,750.00
		Total	<u>\$ 3,750.00</u>

The following is the funding allocation:

Construction:	\$300,022.50
Non-Eligible Items	<u>\$ 3,750.00</u>
Subtotal:	\$296,272.50
CEI Services:	<u>\$ 23,727.50</u>
Total: (Constr. & CEI)	<u>\$320,000.00</u>

Only eligible items can be reimbursed up to the amount programmed of **\$320,000.00** for construction and CEI activities, **along NW 1st Street from 3rd Avenue to 1st Avenue**. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Please provide the Department a copy of the contract between the City of South Bay and the contractor for final review prior to execution. Please let me know if you have any questions.

Sincerely,


Sabrina Aubery, P.E.
Program Administration Engineer
Program Management Office - District Four

Cc: James Lewis
Deborah Ihsan
Michael Kim
Aaron Watt
File

CITY OF SOUTH BAY
Corrected/ Revised BID TABULATION
ITB 2019-07
FM 443363 3 54-01, 443363-3-54-02

Pay Item	Description	ZAMLEN ENTERPRISES, INC.				R&D PAVING, LLC.			WETFLY ASPHALT			GENERAL ASPHALT COMPANY, INC.		
		Construction Qty		90		Qty	110		Qty	110		Qty	90	
		Unit	Qty	Unit Cost	Total Cost		Unit Cost	Total Cost		Unit Cost	Total Cost		Unit Cost	Total Cost
101-1	MOBILIZATION	LS	1	\$ 82,904.00	\$ 82,904.00	1	\$ 41,000.00	\$ 41,000.00	1	\$ 29,140.00	\$ 29,140.00	1	\$ 21,000.00	\$ 21,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,485.00	\$ 5,485.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 36,400.00	\$ 36,400.00	1	\$ 6,000.00	\$ 6,000.00
110-1-1	CLEARING AND GRUBBING	LS/AC	1	\$ 5,495.00	\$ 5,495.00	1	\$ 500.00	\$ 500.00	1	\$ 13,719.00	\$ 13,719.00	1	\$ 5,500.00	\$ 5,500.00
285-70 5	OPTIONAL BASE GROUP 06	SY	1275	\$ 14.38	\$ 18,334.50	1275	\$ 64.40	\$ 82,118.00	1275	\$ 32.54	\$ 41,539.50	1275	\$ 176.00	\$ 224,400.00
327-70 5	MILLING EXISTING ASPHALT, 2" AVO DEPTH	SY	3000	\$ 3.41	\$ 10,230.00	3000	\$ 2.45	\$ 7,350.00	3000	\$ 3.00	\$ 9,000.00	3000	\$ 4.95	\$ 14,850.00
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	1187	\$ 205.00	\$ 243,335.00	1187	\$ 195.00	\$ 232,054.50	1187	\$ 130.00	\$ 154,231.00	1187	\$ 132.00	\$ 157,416.00
425 5	MANHOLE, ADJUST	EA	5	\$ 950.00	\$ 4,750.00	5	\$ 750.00	\$ 3,750.00	5	\$ 600.00	\$ 3,000.00	5	\$ 600.00	\$ 3,000.00
	Erosion Control	LF	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
	ZBR Subgrade	SY	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
	Excavation	AS	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
	PLS As-Built	EA	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
711-11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	80	\$ 20.00	\$ 1,600.00	30	\$ 7.75	\$ 232.50	30	\$ 15.00	\$ 450.00	30	\$ 5.50	\$ 165.00
711-11-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	QM	300	\$ 5.75	\$ 1,725.00	300	\$ 1.20	\$ 360.00	300	\$ 6.00	\$ 1,800.00	300	\$ 1.50	\$ 450.00
PROJECT TOTAL				\$ 356,838.50	\$ 356,838.50		\$ 300,022.50	\$ 300,022.50		\$ 318,677.00	\$ 318,677.00		\$ 453,709.00	\$ 453,709.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 1 of 2

SUPPLEMENTAL NO.

2

CONTRACT NO.

G-0Z83

FPN

4433663-3-54-01; 4433663-3-54-02

Recipient: City of South Bay

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on September 11, 2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

The deliverables, shown in Exhibit A of the Agreement are removed in its entirety and replaced with the deliverables shown in Exhibit A, of this Amendment, attached hereto and made a part hereof. The scope of services, shown in Exhibit A of the Agreement, shall remain in full force and effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The deliverables for the Project has changed since the initial cost estimate.

The remainder of this page is left intentionally blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/18
Page 2 of 2

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

AGENCY

FDOT

City of South Bay

State of Florida, Department of Transportation

By: _____

By: _____

Print Name: _____

Print Name: STEVEN C. BRAUN, P.E.

Title: _____

Title: Director of Transportation Development

Date: _____

As approved by the Board on:

Legal Review:

Attest: _____

Legal Review:

See attached Encumbrance Form for date of
funding approval by Comptroller

City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/18

EXHIBIT "A"
DELIVERABLES

Financial Management Number: 443363-3-54-01; 443363-2-54-02
Glades Areas Street Resurfacing and Reconstruction, Phase 4
NW 1st Street from 3rd Avenue to 1st Avenue

DELIVERABLES

Item No.	Description	Unit	Estimated Qty.
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1	CLEARING AND GRUBBING	LS	1
327-70-8	MILLING EXISTING ASPHALT, 2-1/2" AVG DEPTH	SY	2557
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	219
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1525
570-1-2	PERFORMANCE TURF, SOD	SY	424
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12SF	AS	6
700-1-60	SINGLE POST SIGN, REMOVE	EA	4
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	155
711-15-221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	400

CEI CLASSIFICATIONS

SR. PROJECT ENGINEER
PROJECT ADMINISTRATOR
SR. INSPECTOR
INSPECTOR
INSPECTOR'S AIDE
QUALITY CONTROL (QC) MANAGER
EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1
EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2
ASPHALT PAVING TECHNICIAN LEVEL 1
ASPHALT PAVING TECHNICIAN LEVEL 2

The City will need written approval from the Department, if deviating, from the Deliverables shown above.

RESOLUTION 09-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT, PHASE 4; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") is in need of roadway improvement within its city limits; and

WHEREAS, R and D Paving, LLC has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation for Bid ITB 2019-07, Economic Development Transportation Project for Glades Area Resurfacing and Reconstruction Project, Phase 4 (NW 1st Street from 3rd Avenue to 1st Avenue) FM# 443363-3-54-01 and FM# 443363-3-54-02, to perform said resurfacing work for the amount of Four Hundred Thirty-Eight Thousand Seven Hundred Five Dollars and 38/100 (\$438,705.38); and

WHEREAS, the Florida Department of Transportation ("FDOT") is in agreement with the base bid award amount of Three Hundred Thousand Twenty-Two Dollars and 50/100 (\$300,022.50) to R and D Paving LLC, based on FDOT's Corrected/Revised Bid Concurrence letter to the City dated January 29, 2020; and

WHEREAS, the City has allocated One Hundred Thirty-Eight Thousand Six Hundred Eighty-Two Dollars and 88/100 (\$138,682.88) from its Capital Improvement Project to fund the completion of this roadway project; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement attached hereto as Composite Exhibit "A" with R and D Paving LLC to perform road reconstruction work; and

WHEREAS, City Commission has determined that this Economic Development Transportation Project for Glades Area Street Resurfacing and Reconstruction Project is in the best interest of the residents of the City.

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

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

Section 2. Approval of Agreement; 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 R and D Paving, LLC and the City of South Bay for the Economic Development Transportation Project for Glades Area Resurfacing and Reconstruction Project, Phase 4 as set forth in Composite Exhibit "A" attached hereto.

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

PASSED and ADOPTED this 18th day of February 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2020, between:

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

and

R & D PAVING LLC
a corporation, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, 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 need of a contractor for reconstruction services for a project titled, Reconstruction City of South Bay Roadways.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 On February 18, 2020, the CITY awarded the Invitation for Bid to CONTRACTOR and authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Bid Project Number ITB 2019-07, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" and in accordance with the prices set forth in Exhibit "B", which is based on the Bid Drawing and Specifications in Exhibit "C", attached hereto.

2.2 CONTRACTOR shall abide by all specifications outlined in the Notice of Bid Invitation.

2.3 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 and relevant Florida Statutes.

ARTICLE 3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

3.1 CONTRACTOR shall commence work in accordance with a project timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner, but no later than December 31, 2020, as stated in Exhibit "A" to this Agreement.

3.2 It is mutually agreed that time is of the essence for this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be a deduction from the compensation otherwise to be paid to the CONTRACTOR, and the CITY will retain as liquated damages the amount of One Thousand Dollars (\$1,000.00) per calendar day for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the CITY will have sustained by failure of the CONTRACTOR to complete the work within the specified time. It is further agreed that said sum is not a penalty, but is the stipulated amount of damage sustained by the CITY in the event of such default by the CONTRACTOR.

3.3 Anything to the contrary notwithstanding minor adjustment to the timetable for completion approved by CITY in advance and 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 for which liquidated damages are due.

ARTICLE 4 COMMENCEMENT OF SERVICES

4.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date stated in a Notice to Proceed issued by the City Manager or his designee.

ARTICLE 5
CONTRACT SUM

5.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its response to Invitation for Bid Project Number ITB 2019-07 for Construction Services. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's response for Construction Services made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "B", which is based on the Bid Drawing and Specifications in Exhibit "C", attached hereto.

5.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

5.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "B" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

5.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from requirements of the specifications. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 6
CONTRACTOR'S LIABILITY INSURANCE

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

6.2 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 days (30) 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.

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

6.4 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.

6.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

6.6 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.

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

ARTICLE 7 PROTECTION OF PROPERTY

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

ARTICLE 8 CONTRACTOR'S INDEMNIFICATION

8.1 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, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

8.2 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.

8.3 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 9
INDEPENDENT CONTRACTOR

9.1 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 10
CONTRACT BOND

10.1 The bond requirements for this Agreement shall be as follows:

Performance Bond	Amount: 100% of the construction cost
Payment Bond	Amount: 100% of the construction cost
Bid Bond	Amount: 5% due at time of bid submittal

ARTICLE 11
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

11.1 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

11.2 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.

ARTICLE 12
TERM AND TERMINATION

12.1 This Agreement shall commence upon the effective date stated in a Notice to Proceed issued by the City Manager or his designee, and shall remain in effect for until October 1, 2016.

12.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 13
CONTRACT DOCUMENTS

13.1 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; City of South Bay RFP No. ITB 2019-07; Response for Reconstruction City of South Bay Roadways; City Commission award; and any exhibits thereto.

ARTICLE 14
MISCELLANEOUS

14.1 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.

14.2 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.

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

Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

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

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

14.5 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.

14.6 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 Camel, City Manager
335 SW 2nd Avenue
South Bay, Florida 33493

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

CONTRACTOR: Nancy G. Rosso, President
R & D Paving LLC
400 Executive Center Dr. Suite 210
West Palm Beach, FL 33401

14.7 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.

14.8 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.

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

14.10 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.

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

14.12 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.

14.13 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.

14.14 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.

14.15 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.

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR

WITNESSES:

BY: _____
Nancy G. Rosso, President
R & D Paving 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

**(RESPONSE FOR RECONSTRUCTION
CITY OF SOUTH BAY ROADWAYS
PROJECT -**

**CITY OF SOUTH BAY
BID NO. ITB 2019-07)**

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

- YES NO 1. Bid submittal – one (1) original and two (2) complete copies
- YES NO 2. Bid Form signed by authorized representative
- YES NO 3. Acknowledgment of addendums
- YES NO 4. Bid Bond/Security or Cashier's Check
- YES NO 5. Schedule of Value
- YES NO 6. Schedule of Subcontractor/Supplies
- YES NO 7. Schedule of Equipment and Materials
- YES NO 8. Sworn Statement under Section 287.133(3)(a)
- YES NO 9. Drug Free Workplace
- YES NO 10. Trench Safety Affidavit - NOT included
- YES NO 11. Questionnaire
- YES NO 12. References
- YES NO 13. Insurance Certificates
- YES NO 14. Copy of Appropriate Licenses
- YES NO 15. Conflict of Interest Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, R & D Paving, LLC
FCCI Insurance Company As Principal, hereinafter called the Principal, and

FCCI Insurance Company a corporation duly organized under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of South Bay, as Oblige, hereinafter called the Oblige, in the sum of an amount equal to ten percent of the principal's bid - (10% of bid--) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of the RECONSTRUCTION OF NW 1ST STREET, ALSO, SE 2ND, 3RD and 4TH STREET,

NOW, THEREFORE, if the Oblige shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November, 20 19

Meagan Martin
(Witness)

R & D Paving, LLC
(Principal)

(SEAL)

William J. Gale
(Witness)

BY: Nancy G. Prosser
(Title) Nancy G Prosser managing member
FCCI Insurance Company
(Surety)

(SEAL)

BY: Laura W. Dennison
(Attorney in Fact) Laura W. Dennison



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

C. Criss Williams, Jr.; Laura W. Dennison; Brian P. Cronin; Curtis A. Weaver

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

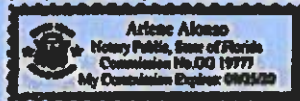


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of November, 2019

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND TWO (2) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: RECONSTRUCTION OF NW 1ST STREET, ALSO, SE 2ND, 3RD and 4th STREET.

DATE: 11-15-19

BIDDER: R + D Paving, LLC

THIS BID IS SUBMITTED TO:

City of South Bay
Clerk's Office
335 SW 2nd Ave
South Bay, FL 33493

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	<u>11/12/19</u>	Addenda Number	<u>1</u>
Date	<u>11/12/19</u>	Addenda Number	<u>2</u>
Date	<u>11/14/19</u>	Addenda Number	<u>3</u> - new bid tab

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER is not requesting any additional examinations, investigations, explorations, tests, reports or similar information or data ("Additional Data") regarding the condition of the Work sites or the Work to be done under the Contract Documents.

(d) BIDDER has correlated the results of all its observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.

(e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
5. BIDDER declares it understands that the measurements included in the list of "Roadways to be Resurfaced" are approximate only and not guaranteed and are subject to either increase or decrease; BIDDER further declares that it has confirmed the measurements and that should the measurements of any of the roadways included in the Work be increased, the BIDDER agrees to do the

additional Work at the lump sum prices set out herein. BIDDER shall make no claims for anticipated profits for any decrease in the measurements or number of roadways to be included in the Work.

6. The BIDDER further declares that it understands the OWNER may elect to complete only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.
7. BIDDER agrees that the Work:

RECONSTRUCTION OF NW 1ST STREET. ALSO, SE 2ND, 3RD and 4th STREET will be substantially completed within 200 calendar days after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 230 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid security in the form of Bid Bond.
 - (b) Schedule of Values.
 - (c) List other documents as pertinent.
9. Written communications concerning this Bid shall be faxed to:
Name: Leondrae Camel, City Manager
Fax: (561) 996-7950
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida Contractor's License No. U-21796
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.
13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.
14. If returning a "NO BID", please explain why: N/A

BID TABULATION

ITB 2019-7 - RECONSTRUCTION OF NW 1st ST and Resurfacing- SE Area

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	NW 1st ST		SE Area		PROJECT TOTAL	UNIT PRICE	QUANTITY	UNIT PRICE	PROJECT TOTAL	Grand TOTAL
				QUANTITY	UNIT PRICE	QUANTITY	UNIT PRICE						
101-1	MOBILIZATION	LS	1		18500.00		18500.00	41000.00	1	41000.00		59,500.00	
102-1	MAINTENANCE OF TRAFFIC	LS	1		2000.00		2000.00	2000.00	1	2000.00		4,000.00	
110-1-1	CLEARING & GRUBBING	LS/AC	1		14570.00		14570.00	500.00	1	500.00		15,070.00	
285-70-9	OPTIONAL BASE GROUP 08	SY	0		84.40		0.00	107610.00	1275	84.40		107,610.00	
327-70-8	ILLING EXIST. ASPHALT PAVEMENT 2-1/2 IN AVG	SY	2556.63		3.90		9715.18	22050.00	9000	2.45		31,765.18	
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	218.68		112.00		24492.16	122535.00	1167	105.00		147,027.18	
425-5	MANHOLE ADJUST	EA	0		750.00		0.00	3750.00	5	750.00		3,750.00	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1524.87		38.50		58707.48	0.00	0	38.50		58,707.48	
570-1-2	PERFORMANCE TURF 800	SY	423.3		7.30		3090.09	0.00	0	7.30		3,090.09	
700-1-11	SINGLE POST SIGN, FBI GROUND MOUNT, LP TO 12 BF	AS	6		935.00		5610.00	0.00	0	935.00		5,610.00	
700-1-12	SINGLE POST SIGN, FBI GROUND MOUNT, 13-20 BF	AS	0		1500.00		0.00	0.00	0	1500.00		0.00	
700-1-60	SINGLE POST SIGN, REMOVE	EA	4		100.00		400.00	0.00	0	100.00		400.00	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	0		7.25		0.00	0.00	0	7.25		0.00	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 36" FOR STOP LINE AND CROSSWALK	LF	154.2		7.25		1117.95	217.50	30	7.25		1,335.45	
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0		1.20		0.00	0.00	0	1.20		0.00	
711-15-221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	400		1.20		480.00	360.00	300	1.20		840.00	

GRAND TOTAL \$438,705.38

PROJECT TOTAL \$138,682.88

PROJECT TOTAL \$300,022.50

230

CONSTRUCTION DAYS

SCHEDULE OF BID ITEMS

(See City Web Site for Download of Schedule of BID Items)

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Corporation

Corporation's Name R + D Paving, LLC (SEAL)

State of Incorporation Florida

Authorized Person: Nancy G. Resso

Title: Managing Member

Signature: _____

Attest: MEAGAN MARTIN (Secretary)

Signature: MEAGAN MARTIN

Business Address: 400 Executive Center Dr. Suite 210

West Palm Beach, FL 33401

Phone Number: (561) 588-1681

Fax Number: (561) 284-1054

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST Zip</u>	<u>License Number</u>
Concrete	Adcimy	1201 Omar Road WPB, FL 33405	#CGCA07225

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description
see equipment list attached		
Rock	Palm Beach aggregate	Base Rock
Asphalt	Ranger	SP 9.5

END OF SECTION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of South Bay
by Nancy G. Raso, managing member
for R & D Paving, LLC

whose business address is 400 Executive Center Dr. Suite 210
West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-4469049

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the

Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nancy G. Ross
[signature]

11-15-19
[date]


STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on November 15, 2019 by
[date]

Nancy G. Ross He/she is personally known to me or has presented
[name]

_____ as identification.
[type of identification]

Meagan Martin  Meagan Martin GG98010
[Notary's Signature and Seal] Print Notary Name and Commission No.

DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of R + D Paving, LLC, I certify that R + D Paving, LLC complies fully with the above requirements.

[Handwritten Signature]
Authorized Representative's Signature

11-15-19
Date

Nancy G. Rasso
Name:

Managing Member
Position:

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 7
2. What is the last project of this nature that you have completed?
Linton Blvd. & S. Federal Highway Intersection Improvements
PBC Project # 2015103
3. Have you ever failed to complete work awarded to you? If so, where and why?
NO.

4. Name three individuals or corporations for which you have performed work and to which you refer:
- John Kupelakis - Palm Beach County 2300 Jog Rd (Sta) 561-4180 (Sta) 561-4165
 Name Address Phone Fax
- Scott Johnson - Johnson Davis, Inc. 1004 Hillbrath Drive (Sta) 588-1170 (Sta) 585-5252
 Name Address Phone Fax
- Lorenzo Rivero - City of West Palm Beach 401 Clematis Blvd (Sta) 494-1076 (Sta) 494-1116
 Name Address Phone Fax

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>Glades + Buths Rd I.F.</u>	<u>Palm Beach County</u>	<u>\$499,575.00</u>	<u>DEC. 2019</u>	<u>70%</u>
<u>Belvedere + Sandbary's</u>	<u>Palm Beach County</u>	<u>\$549,790.00</u>	<u>NOV. 2019</u>	<u>70%</u>
<u>Roofrock Estates</u>	<u>City of WPB</u>	<u>\$581,513.20</u>	<u>DEC. 2019</u>	<u>70%</u>

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
YES.
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>Wm. D. Academy Jr., Inc.</u>	<u>Concrete</u>

8. What equipment do you own that is available for the work?
See attached.
9. What equipment will you purchase for the proposed work?
N/A

10. What equipment will you rent for the proposed work?

N/A

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

James Gner
25 years construction experience including laborer, foreman, superintendent and project management.

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is R + D PAVING

The partnership is a Sole Proprietorship, Partnership, or Corporation or Other Type of Entity (Fill In). LLC

The address of principal place of business is 400 Executive Center Dr. Suite 210 West Palm Beach, FL 33401

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Nancy G. Rosso, Managing Member

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

Rosso Paving & Drainage
President (1994-2012)

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

N/A

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

N/A

List and disclose any and all business relations with any members of the City Commission.

N/A

CONFLICT OF INTEREST STATEMENT

This Invitation To Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF SOUTH BAY, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF SOUTH BAY any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF SOUTH BAY.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of South Bay, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

R + D Paving, LLC
COMPANY OR INDIVIDUAL NAME


AUTHORIZED SIGNATURE

Nancy G Rosso
NAME (PRINT OR TYPE)

Managing Member
TITLE, IF A COMPANY

License Number

Type of Competency Certification

U-21796

PAVING



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : NANCY GAYNAL ROSSO

FIRM : R & D PAVING LLC

DBA :

400 EXECUTIVE CENTER DR

SUITE 210

WEST PALM BEACH, FL 33401



Issued : 08/12/2019

Expiration date: 09/30/2021



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2284

LOCATED AT

400 EXECUTIVE CENTER DR Ste
210
WEST PALM BEACH, FL 33401

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0036 PAVING CONTRACTOR	ROSSO NANCY G	U21796	U19.533607 - 08/08/19	\$27.50	840148280

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

STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201268880
EXPIRES: SEPTEMBER 30, 2020

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

R&D PAVING LLC
R & D PAVING LLC
400 N EXECUTIVE CENTER DR STE 210
WEST PALM BEACH, FL 33401



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2284

LOCATED AT

400 EXECUTIVE CENTER DR
WEST PALM BEACH, FL 33401

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0032 CW PAVING CONTRACTOR	ROSSO NANCY G	U21796	U19.533607 - 08/08/19	\$185.85	840148748

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

STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201358141
EXPIRES: SEPTEMBER 30, 2020

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

R&D PAVING LLC
R & D PAVING LLC
400 N EXECUTIVE CENTER DR STE 210
WEST PALM BEACH, FL 33401

Client#: 1139973

RD11

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/14/2019

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

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

PRODUCER USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 893-0500	CONTACT NAME: Andrea Wexler PHONE (A/C, No, Ext): 561-893-0474 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: andrea.wexler@usi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED R & D Paving, LLC 400 Executive Drive Ste 210 West Palm Beach, FL 33401	INSURER A : Southern-Owners Insurance Company	NAIC # 10190
	INSURER B : Auto Owners Insurance Company	18988
	INSURER C : Bridgefield Casualty Insurance Company	10335
	INSURER D : Federal Insurance Company	20281
	INSURER E :	
	INSURER F :	

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

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	72072563	10/23/2019	10/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	4930665100	10/23/2019	10/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X X	4930665101	10/23/2019	10/23/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	019644507	10/29/2019	10/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Equipment Floater		45467358	10/23/2019	10/23/2020	\$250,000 rented/leased equipment

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

The General Liability and the Auto policy includes automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the Named Insured. The certificate holder is named as Additional Insured with respect to the Rented/Leased Equipment.

RE: Reconstruction of NW 1st Street; SE 2nd, 3rd and 4th Streets.

CERTIFICATE HOLDER**CANCELLATION**

City of South Bay 336 SW 2nd Ave. South Bay, FL 33493	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**2019
EQUIPMENT**

1. **Paver (2016)**
Topcon 5 Grade & Slope
Make: Weiler
Model: P385B
SN: P385B-2060

2. **Skid Steer Loader (2006)**
Make: New Holland
Model: L185
SN#: N6M436167

Make: New Holland Cold Planer (mixer attachment)
Model: HP24HC

Cold Planer (mixer attachment)
SN#: F054850

3. **Grader (2007)**
Make: Leeboy
Model: 685B
SN#: 685-49048

4. **Grade Tractor**
Make: Ford
Model: 3930
SN# 006711B

5. **Bomag Roller (1984)**
Make: Bomag
Model: BW142
SN#: 510115271



S/WBE - M/WBE
400 EXECUTIVE CENTER DRIVE, STE 210
WEST PALM BEACH, FL 33401
(561) 588-6681
Fax (561) 284-6541
office@randdpaving.com

List of References - Completed Projects

Name: Village of North Palm Beach
Contact: Russ Ruskay
Email: rruskay@village-npb.org
Project Name: Community Center Trail
Project Amount: \$ 114,840.00
Project Address: 1200 Prosperity Farms Rd, West Palm Beach
Dates: April 2019 – May 2019
Description: Construction of a 10' wide asphalt trail approximately ½ mile in length.

Name: City of Boynton Beach
Contact: Christopher Roschek
Email: roschekc@bbfl.us
Project Name: NW 11th Avenue Reconstruction
Project Amount: \$ 493,275.86
Project Address: 1200 Prosperity Farms Rd, West Palm Beach
Dates: August 2018 – April 2019
Description: Road reconstruction to include demolition of existing underground utilities, exfiltration trench, 800' of 8" C900 WM, sewer lateral replacement, street lighting conduit, undergrounding of power/telephone/television utilities, milling & resurfacing, asphalt pavement, concrete sidewalk, signing, pavement markings, landscaping & irrigation.

Name: St. Lucie County
Contact: Kevin McCauley
Email: kevin.mccauley@atkinsglobal.com
Phone: (954) 903-3605
Project Name: Treasure Coast International Airport Main Vehicular Entry
Project Amount: \$494,847.96
Project Address: 3000 Curtis King Blvd, Fort Pierce, FL 34946
Dates: December 2019 - April 2019
Description: Entry road improvements to include subgrade, base rock, concrete, sign, electrical, landscape, and irrigation

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Linton Blvd & S. Federal Highway Intersection Improvements
Project Amount: \$691,425.55
Project Address: Linton Blvd & S. Federal Highway, Delray Beach, FL
Dates: May 2018-December 2018
Description: Roadway improvements to include addition of West approach right turn lane, drainage, signalization, mill/resurface from E of R/R track to West of bridge.

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Sherwood Forest Blvd Over LWDD L-8 Canal
Project Amount: \$705,164.20
Project Address: Sherwood Forest Blvd
Dates: February 2018-October 2018
Description: The partial demolition and removal of existing concrete bridge. Pedestrian walkways over the LWDD L-8 Canal on Sherwood Forest Blvd. Work included new piles, pile caps, walkways and pedestrian guardrail, paving and drainage improvements, and utility relocation.

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Lyons Road, Hillsboro Canal to SW 18th Street
Project Amount: \$1,619,316.88
Project Address: Lyons Road, Hillsboro Canal to SW 18th Street. Boca Raton, FL
Dates: December 2017 – October 2018
Description: Intersection improvements at the intersection of Lyons Road and SW 18th Street to include an addition of a southbound lane from Hillsboro Canal to north of SW 18th and addition of southbound and northbound lanes from SW 18th to north of SW 16th.

Name: Mock Roos - Town of Palm Beach
Contact: Gary Gruber
Email: garry.gruber@mockroos.com
Phone: (561) 683-3113
Project Name: Lake Trail Paving Improvements
Project Amount: \$926,402.27
Project Address: Lake Trail from Flagler Bridge to Reef Road. Palm Beach, FL
Dates: May 2017 – April 2018
Description: Lake Trail/bike path reconstruction and extension.

Name: Collage Corporation
Contact: David Trinitade
Email: dtrinitade@collage-usa.com

Phone: (407) 829-2257
Project Name: Bert Winters Park
Project Amount: \$ 425,420.40
Project Address: Jupiter, FL
Dates: October 2017 - June 2018
Description: Site development to include clearing/grubbing, earthwork, subgrade, base, asphalt, etc.

Name: Johnson-Davis
Contact: Scott Johnson
Email: sjohnson@johnsondavis.com
Phone: (561) 588-1170
Project Name: South County Water Service Replacement Phase IV
Project Amount: \$180,261.30
Project Address: Lyons Road & SW 3rd St., Boca Raton
Dates: October 2017 – January 2017
Description: Roadway improvements to include mobilization, base rock, milling, and asphalt pavement.

Name: Gerrits Construction
Contact: Ross Lumsden
Email: ross@gciconstructs.com
Phone: (561) 477-3553
Project Name: ELS Center of Excellence
Project Amount: \$353,723.23
Project Address: Jupiter, FL
Dates: July 2016-July 2017
Description: New Construction – parking lot

Name: Palm Beach County
Contact: Steve O'Neil
Email: SOneil@pbcgov.org
Phone: (561) 684-4180
Project Name: Australian Avenue
Project Amount: \$716,168.90
Project Address: Australian Ave, from West 10th Street to North of West 13th Street
Dates: April 2017 - October 2017
Description: Addition of a north bound right run lane, replacement of signal, drainage and reconstruction of curb returns on all approaches.

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Penny Lane
Project Amount: \$335,998.00
Project Address: Penny Lane, Melaleuca Lane to Dead End
Dates: September 2016 – March 2017
Description: All work necessary to construction Penny Lane from Melaleuca to Dead End – to include mobilization, clearing/grubbing, ditch work, MOT,

record drawings, asphalt pavement, earthwork, driveway repair, drainage, and utility.

Name: City of Lake Worth
Contact: Felipe Lofaso
Email: flofso@lakeworth.org
Phone: (561) 586-1720
Project Name: Lake Worth Golf Cart Path Reconstruction
Project Amount: \$99,081.00
Project Address: 1 7th Avenue North, Lake Worth, FL
Dates: 2015
Description: Lake Worth Golf Course Cart Path Improvements

Name: Palm Beach County
Contact: Mark Tomlinson
Email: MTomlins@pbcgov.org
Phone: (561) 684-4180
Project Name: 10th Avenue North & Military Trail Intersection Improvements
Project Amount: \$246,829.00
Project Address: 10th Avenue North & Military Trail, Lake Worth, FL
Dates: January 2015 – June 2015
Description: Intersection improvements to include mobilization, MOT, clearing/grubbing, base rock, asphalt pavement, drainage and concrete

List of References – Mill & Overlay

Name: Rio-Bak Corporation
Contact: Mark Sirchio
Email: mark@rio-bak.com
Phone: (561)791-9721
Project Name: CR 880
Project Amount: \$249,702.60
Project Address: CR 880, Belle Glade
Dates: August 2019

Name: Rio-Bak Corporation
Contact: Mark Sirchio
Email: mark@rio-bak.com
Phone: (561)791-9721
Project Name: Orange Avenue
Project Amount: \$110,631.25
Project Address: Belle Glade
Dates: June 2019

Name: City of West Palm Beach
Contact: Lorenzo Rivero
Email: lrivero@wpb.org
Phone: (561) 494-1076
Project Name: Pamela Lane

Project Amount: \$51,454.75
Project Address: West Palm Beach, FL
Dates: March 2019

Name: Platinum Construction
Contact: Mike DiGiacomo
Email: mike@platinumconstruction.org
Phone: (772) 285-8666
Project Name: Center Park Commerce Center
Project Amount: \$176,414.20
Project Address: Jupiter, FL
Dates: February 2019

*Additional references can be provided upon request.

ITB 2019-07 BID TABULATION

R & D PAVING - \$438,705.38

ZAHLENE ENTERPRISES, INC.-\$549, 682.14

WEEKLEY ASPHALT -\$555, 578.74

GENERAL ASPHALT COMPANY, INC.- \$ 597,088.20

EXHIBIT "C"

BID DRAWING AND SPECIFICATIONS

RESOLUTION NO. 10-2020

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

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

WHEREAS, applicant Five Star Education Inc. ("Applicant"), desires to hold a Soccer Tournament at the Nature Park facility ("park") March 08, 2020; and

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

WHEREAS, the Applicant has submitted a Special Event Application ("Application") attached hereto as Exhibit "A"; and

WHEREAS, the Applicant is required to provide one (1) PBSO off-duty permit deputy as well as a copy of insurance with the City listed as Certificate Holder as outlined in additional requirements from the South Bay Office of Economic and Business Development; and

WHEREAS, the Applicant is required to restore the park at a cost not exceed One Hundred Seventy-Five Dollars (\$175.00) for city public works personnel; and

WHEREAS, City Commission of the City of South Bay desires to approve certain provisions of the Special Event Application attached hereto as Exhibit "A" as in the best interests of the residents of the City.

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special Event Application submitted by Five Star Education Inc. for a Soccer Tournament to take place at the Nature Park facility on March 08, 2020 at no cost to the City. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 18th day of February 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



Message

Mon, Feb 10, 2020 1:17 PM

From: **Nepoleon Collins**
To: **info@5starecf.com**
Cc: **ORTIZJ PBSO.ORG** **King Kindred** **Vicky Del Bosquez** **Leondrae Camel**

Subject: Special Event Application (Reviewed)

Good Afternoon Mrs. Lovely,

First, I would like to express that the City of South Bay Special Events Committee is excited about your interest in bringing community events to the city.

On February 10, 2020 the committee met and reviewed your special event application. After reviewing the application, the committee approved the event with minor conditions (see conditions below).

- 1. Required Sheriff Officer(s): One officer must be hired for this event, no less than four hours (contact PBSO)**
- 2. Copy of Insurance with the City of South Bay listed as Certificate Holder**

If you have any questions or concerns, feel free to contact the Special Events Committee Chair- Nepoleon T. Collins 561-996-6751 (Office) 561-914-4114 (Cell) or by email ncollins@southbaycity.com

Sincerely,

Nepoleon T. Collins
Economic and Business Development Director
City of South Bay
PH: 561-996-6751
Fax: 561-996-7950
ncollins@southbaycity.com



**CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION
Applicant and Host Organization Information**

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

Host Organization Name: Five Star Education, Inc.

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

Chief Officer: Martie Lovely

Host Organization website: _____

Address: 16112 E. Preakness Drive

City: Loxahatchee

State: Fl.

Zip Code: 33470

Phone: 561-301-7511

Cell: 561-301-7511

Fax: _____

Email: info@5starref.com

For Profit:

Non-Profit:

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

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

First: Martie

Last: Lovely

Mailing Address: 16112 E. Preakness Drive

City: Loxahatchee

State: _____

Zip Code: 33470

Phone: 561-301-7511

Cell: 561-301-7511

Email: info@5starref.com

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

Event Information

Name of Event: Soccer Tournament

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

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

Total 100 Per Day x _____ Number of event days = _____ Grand Total

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

Total 30 Per Day x _____ Number of event days = _____ Grand Total

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

Event Category

Organized Run/Walk

Neighborhood Block Party

Festival/Celebration

Street Festival

Concert/Performance

Cycling Event

Parade/Procession/March

Other, please specify:

Soccer Tournament

Event Location

Tanner Park

Cox Park

Streets or ROW, please specify: _____

Other, please specify: Nature Park

Date/Time

Setup

Date: 2/22/2020 Start Time: _____ End Time: _____

Event Date

Date: 2/23/2020 Start Time: 12pm End Time: 6pm

Move-out

Date: 6pm 2/23/2020 Start Time: 6pm End Time: 7pm

Site Plan/Route Map Information & Event Components



Site Plan/Route Map

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

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

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

Is the event open to the public? Yes Yes No

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

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

If yes, please check all that apply:

Beer Sales Beer & Wine Sales

Beer, Wine & Distilled Spirits Sales Host & Alcohol Sales

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

Sales Form and submit it along with this application.

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

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

Size and Number of Stage(s): 10

How much electric (in amps) does your stage need? Sound Company

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

If yes, Start time: TBD but 2 hrs Finish time: Before event start

Will there be merchandise vending at your event? Yes No

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

How many vendors? 10
How many will need electric? NO
How much electric (in amps) does your vending area need? N/A

Will you hire a private security company? Yes No
If yes, please provide the name of the company and the schedule:

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

Does your event require overnight security? Yes No
Does your event require the use of picnic shelters (if applicable)? Yes No
Will inflatable's (moon bounce) be used at your event? Yes No

If yes, please provide the name of company: _____

Will your event include fireworks or other pyrotechnics? Yes No

If yes, please describe: _____

Name of company: _____

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

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

Please Note: Temporary food service for events must meet all state and local guidelines and requirements.

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

If yes, please specify method:

Gas
 Electric
 Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

Other, please specify: _____

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

If yes, how many? Possible vendors w/trucks

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

If yes, Total number of toilets: 3

Number of ADA accessible toilets: 1



Number of hand sinks: 0

Restroom Company: TBD

Equipment Setup Date: 2/22/4/10/5th

Time: 2 hrs TBD

Equipment Pickup Date: _____

Time: _____

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

If yes, please describe: General Parking

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

If yes, please describe: Flyers, Radio, Poster in the cities

Will there be live media coverage during the event?

If yes, please describe where you plan on parking the media: NO

Accessibility Plan

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

We will have close parking/seating for those residents.

Sanitation & Recycling

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

Number of trash cans: 6

Number of recycling containers: 3

Number of dumpsters: 1

Sanitation Company: TBD

Equipment Setup Date: _____

Time: _____

Recycling Company: TBD

Equipment Setup Date: _____

Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: Five Star Education

Printed Name of Chief Officer: Martie Lovely

Title: CEO

Signature: Martie Lovely Date: 2/5/2020

Print Name of Primary Contact: Martie Lovely

Title: CEO

Signature: Martie Lovely Date: 2/5/2020

Thank you for completing your Special Event Application.
Please submit your completed application along with a detailed site plan to the City Clerk's Office
335 SW 2nd Avenue, South Bay, FL 33493 or fax to: 561-996-7950
Incomplete, illegible, and/or unsigned applications will not be accepted.
Submission of a Special Event Application constitutes a request to use City property
for the purpose of an event and does not guarantee event approval.

FOR INTERNAL USE ONLY

Date Received: _____

RESOLUTION 11-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR VOTING PROCESSING EQUIPMENT USE AND ELECTION SERVICES FOR THE CITY'S MARCH 17, 2020 ELECTION AND ANY OTHER ELECTION CALLED DURING THE CALENDAR YEAR 2020; ESTABLISH A CANVASSING BOARD; AND PROVIDING EFFECTIVE DATE.

WHEREAS, a general election for the City of South Bay ("City") is scheduled for March 17, 2020; and

WHEREAS, other elections may be required throughout the calendar year for the City; and

WHEREAS, the City of South Bay and the Palm Beach County Supervisor of Elections ("SOE") desire to work together to provide for municipal elections and allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the City Code and Florida law are followed for municipal elections; and

WHEREAS, the SOE and the City wish to enter into an agreement to set out the terms of the coordinated election program consistent with Exhibit "A" hereto; and

WHEREAS, the Code of Ordinances of the City of South Bay, Chapter 10, provides for composition, designation and duties of the Canvassing Board for City Elections; and

WHEREAS, the City Commission desire to appoint the Palm Beach County Supervisor of Elections and/or her designee, a member of the City Commission _____ and the City Clerk to serve as the City Election Canvassing Board; and

WHEREAS, in consideration of the mutual covenants and promises hereafter contained to be kept and performed by the parties hereto, and for the mutual benefit of

the City, its constituents and the SOE, it is agreed that the City Commission does hereby authorize the City Manager to enter into an agreement for vote processing equipment use and election services with the SOE.

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

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

Section 2. Approval of Canvassing Board. The City Commission hereby appoints the Palm Beach County Supervisor of Elections and/or her designee, a member of the City Commission _____ and the City Clerk to serve as the members of the City Election Canvassing Board for the City Election held March 17, 2020.

Section 3. Authorization of City Manager. The City Manager of the City of South Bay is hereby authorized to execute the Agreement with Palm Beach County Supervisor of Elections for voting processing equipment use and election services for the City's March 17, 2020 election and any other election called during the calendar year 2020, as attached hereto as Exhibit "A"; and take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 18th day of February 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

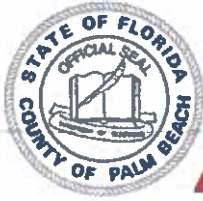
Burnadette Norris-Week, P.A.
City Attorney

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)



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2020 MUNICIPAL ELECTIONS
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and the **City of South Bay, Florida** (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election in conjunction with the Presidential Preference Primary Election to be held on March 17, 2020, and a Run-Off Election, if necessary, to be held on March 31, 2020, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training (Exhibit “A”).

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules control (Exhibit “B”). MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change (Exhibits “A” and “B”).

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes, municipal charter and municipal ordinances, provided that MUNICIPALITY shall make SOE aware of all publications required by MUNICIPALITY’S charter or ordinances. SOE agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that SOE shall be responsible for the accurate and complete translation of any such notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY’S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred (Exhibit "B").

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services (Exhibit "B").

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.**

SOE shall determine, check and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information (Exhibit “A”).

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election for which the SOE is not a member of the canvassing board, a member of the municipality canvassing board must be present for openings, duplications and tabulations.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.**

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup (Exhibit “B”).

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B").

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

Parties recognize that SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link
Name (Printed or Typed)

Palm Beach County Supervisor of Elections
Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections

Schedule of Municipal Election Fees

Presidential Preference Primary and Municipal Elections

Tuesday, March 17, 2020

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total	\$500.00
VBM Services Other Than Required for PPP	
VBM Ballot Services	\$5.04/Ballot
VBM Ballot Return Postage Fees	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off Election Fees
Presidential Preference Primary and Municipal Elections
Tuesday, March 31, 2020

General Municipal Run-Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$5.04/Ballot
Run-Off Election Day Services	\$3,550.46
Precinct Services	\$139.46
Delivery and Pickup of Equipment	TBD
Ballot Printing	TBD
Poll Worker Salaries	TBD
Translation and Recording of Audio Ballot	TBD
VBM Return Postage Fees	TBD

*Itemized invoices will be provided in the event of a run-off election.

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES BY 5%; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1969, the City of South Bay Commission established business tax receipt in accordance with Chapter 205, Florida Statutes; and

WHEREAS, Section 205.0535, Florida Statutes, allows municipalities to increase the rate of local business taxes up to five percent (5%) every other year by ordinance enacted by a vote of a majority plus one vote of the governing body; and

WHEREAS, the City Commission finds that an increase in local business taxes is in the best interest of the residents of the City of South Bay.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Repealing and Replacing Chapter 30, Article II, Section 30-58, Entitled "General Fee Schedule" in entirety, using the new rates reflecting an increase of 5% for local business tax. as forth below:

Sec. 30-58. General fee schedule.

The amount which shall be paid by the several firms, persons, corporations or associations engaged in or managing businesses, professions or occupations for which a license is required, other than is specifically set forth elsewhere in this Code, are hereby and required as follows:

A

Aircraft:

School operators, operators for hire or commercial purposes..... \$
\$115.76

Astrologist, clairvoyant, fortuneteller, mindreader, palmist, phrenologist, etc.....\$
\$173.65

Auctioneers:

Per day.....\$
\$21.50

Per year.....\$
\$542.99

[Auto] wreckers and tow cars. Person using what are commonly termed "wreckers" for the purpose of towing or transporting wrecked or disabled automobiles, whether such activity is incidental to or connected with any other business or not, and operating on streets of the city. Proof of insurance coverage shall be confirmed at the time of payment of the tax.

Operating from one to three vehicles..... \$
\$57.89

Four to six vehicles..... \$
\$144.70

Seven or more vehicles.....\$
\$232.61

Auto wrecking company.....\$
\$108.60

Automobile or motor vehicle repair shops, engaged in the repair of motor vehicles including painting, top, body, upholstery, window tinting or other repairs.....\$
\$116.30

Automobile or motor vehicle storage, impound lot or parking lot where a charge is made:

Five-to ten-car capacity.....\$
\$14.33

11- to 20-car capacity.....	\$
\$22.61	
21-to 50-car capacity.....	\$
\$53.48	
51-to 75-car capacity.....	\$
\$72.22	
76-to 100-car capacity.....	\$
\$108.60	
Over 100-car capacity.....	\$
\$144.70	

Automobile service stations, washing, polishing, greasing, lubricating, and like servicing of automobiles, selling gasoline and oil, but not to include repair work or the sale of merchandise where a license tax is otherwise required by this Code.....\$
\$86.82

Automobile wrecking or used car parts dealers.....\$
\$173.65

Automobiles or motor vehicles:
New car dealers and used car dealers..... \$
\$86.82

Motorcycles and minibikes:
Dealers..... \$
\$86.82
Rentals..... \$
\$86.82
Repairs..... \$
\$46.31

B

Banks and building or savings and loan association, not within the classification of finance companies, loan companies, money lenders, pawnbrokers, or salary purchasers, except as otherwise provided by law:

 With less than \$10,000,000.00 of savings deposits, including time deposits.....\$
\$723.51

 With \$10,000,000.000 and less than \$25,000,000.00, including time deposits.....\$
\$1085.13

 With \$25,000,000.000 and less than \$50,000,000.00 of savings deposits,
 including time deposits..... \$
\$1447.04

 With \$50,000,000.00 and over in savings deposits, including time deposits..... \$
\$2170.55

Remote service terminal, each location..... \$
\$723.51

Barbershop or beauty parlor:
 One chair.....\$
 \$32.53
 Each additional chair.....\$
 \$10.75
 Bicycle repairing only.....\$
 \$19.57
 Dealers with repair.....\$
 \$32.53
 Combination of dealer and repairing.....\$
 \$54.30

Billboards, \$.05 per square feet minimum tax for each board.....\$
 \$10.20

Boot and shoe repair shop:
 Using machinery.....\$
 \$32.53
 Repair shop alone, hand workers only.....\$
 \$21.78

Bootblack stand:
 In connection with a barbershop or other business.....No charge
 Each chair, not connected with other business.....\$
 \$11.30

Broker, merchandise, lumber and other goods.....\$
 \$97.85

Broker in produce and packinghouse combined.....\$
 \$108.60

C

Candy manufacturers.....\$
 \$115.75

Card writing, cutting or engraving, not connected with other business.....\$
 \$11.30

Cleaning and blocking hats, each.....\$
 \$21.78

Coin-operated machines: Skill games, pinball machines, pool tables, slot or coin-operated, when
 legally permitted, each machine.....\$
 \$28.94

Coin-operated machines, musical-Victrolas, electrical phonographs and other musical devices,
for each machine..... \$
\$86.82

Contractor:

Engineering (including bridge, bulk heading, drainage and sewer excavating, sewer
construction, dredging, irrigation system, seawalls, sidewalks and street grading and
paving and similar work.....\$
\$108.60
General building (all lines except electrical and plumbing)..... \$
\$108.60
Sign painting (including erection of nonelectrical signs)..... \$
\$108.60

Cool drink or ice cream stands, not connected with other business.....\$
\$32.53

D

Dairy, retail, per truck.....\$
\$21.78

Dancing halls..... \$
\$108.60
Dressmaking shops (This shall not be construed to include home dressmaking where no
materials are sold for furnished.).....\$
\$11.30

E

Electrical light companies..... \$
\$216.92

Express companies..... \$
\$108.60

F

Fender and body works.....\$
\$32.53

Fertilizer factory.....\$
\$983.99

Fruit and vegetable stands, not connected with other business..... \$
\$32.53

Fruit and vegetables or other merchandise when sold from freight cars, per car.....
\$21.78

G

Garage storage, each space.....	\$
\$2.21	
Public, for purpose of storing, housing, repairing, and selling automobiles and motor vehicles and accessories and petroleum products.....	\$
\$97.58	
Gas	
companies.....	\$ \$97.58
Gasoline dealers:	
Retail.....	\$
\$54.30	
Wholesale.....	\$
\$108.60	
Groceries:	
Grocery store (less than 5,000 square feet).....	\$
\$231.53	
Supermarket (over 5,000 square feet but under 7,500 square feet).....	\$
\$463.05	
Supermarket (over 7,500 square feet but under 10,000 square feet).....	\$
\$926.10	
Gymnasium.....	\$
\$10.75	

H

Halls for hire.....	
\$10.75	
Hawkers or street vendors:	
Of proprietary or patented articles from house to house or on the streets, per day.....	\$
\$32.53	
Of proprietary or patented medicines, or other preparations purporting to possess medical virtues, per day.....	\$
\$32.53	
Hides, raw wool, furs, skins or feathers, alone.....	\$
\$10.75	
Hotel, rooming house or apartment, etc., containing:	
One room up to 19 rooms, per room, per year.....	\$
\$2.21	

20 rooms and less than 30 rooms, per year.....	\$
\$43.87	
30 rooms and less than 40 rooms, per year.....	\$
\$10.20	
40 rooms and less than 50 rooms, per year.....	\$
\$75.80	
50 rooms and less than 75 rooms, per year.....	\$
\$86.82	
75 rooms and less than 100 rooms, per year.....	\$
\$97.58	
100 rooms and less than 150 rooms, per year.....	
\$108.60	
150 rooms and less than 250 rooms, per year.....	\$
\$119.33	
250 rooms or more, per year.....	\$
\$130.37	

I

Ice manufacturers or cold storage plant..... \$
\$108.60

Insurance, agent (life) for each company represented..... \$
\$52.37

Agents, any and all other companies, each..... \$
\$10.75

Insurance company, each company doing business within the city..... \$
\$52.37

L

Launderette (ten machines or less)..... \$
\$72.49

Each additional machine..... \$
\$7.17

Laundries, hand..... \$
\$21.78

Laundry and dry cleaning:

Dry cleaning plant or pressing clothing or pressing club..... \$
\$101.16

Each employee..... \$
\$9.09

Lecturer, educational or otherwise when charges are made..... \$
\$21.78

Locksmiths..... \$
\$32.53

Lunch or sandwich sold other than from stand.....\$
\$10.75

M

Manicurist, face massaging and hair dressing with fingers (no machine):
In barbershop or beauty parlor..... \$
\$16.26

Manufacturing or factories:
Awnings and tents..... \$
\$104.19

Boxes or containers, except metal manufacturers.....\$
\$232.61

Broom factories.....\$
\$81.04

Medicine shows, per day..... \$
\$108.60

Merchants, wholesale and/or retail dealers in lumber or building materials, storekeepers,
druggists, furniture dealers, jewelers, hardware or other goods wares and merchandise having
stock and equipment valued:

Up to \$1,000.00.....\$
\$43.27

Next \$5,000.00, per \$1,000.00.....\$
\$10.75

Next \$10,000.00, per \$1,000.00.....\$
\$5.51

Merry-go-round or other riding devices, per day.....\$
\$97.58

Messenger
service.....\$
\$21.78

N

News depot.....\$
\$10.75

O

Oil tank delivery wagons, each retail only.....\$

\$32.53

Optical goods, knives, jewelry, or similar articles, when sold from stands.....\$
\$32.53

Optician or manufacturer of eye glasses alone, when merchant's tax is not paid on
business.....\$
\$32.53

P

Parcel delivery..... \$
\$21.78

Pawnbrokers.....\$
\$216.92

Pawnbrokers selling other than articles taken on pledge shall be considered merchants. Each person engaging in the business of a pawnbroker or conducting a pawnbroking shop in the city shall keep a record and shall make a daily written report to the law enforcement officers of the city, or other designated city representative, of every article or thing pawned or purchased by him, said report and record to specify the articles or things clear and positive; and such persons aforesaid shall hold their shop open to visitation or inspection by the law enforcement officers of the city. The refusal of any pawnbroker to submit to such visitation or inspection is a violation. Any such violation will be punished as provided in section 1-14.

Peddler or dealer in dry goods, notions, jewelry, medicines, drugs, clothing, groceries, household goods, perfumes, fruit, vegetables, fish, meat, sundries, radio, phonographs, cosmetics or cigarettes:

On foot, per year, each person.....\$
\$723.51

Or per day, each person..... \$
\$108.60

From a vehicle, per year, each.....\$
\$723.51

Or per day, each person.....\$
\$108.60

Peddlers of ice, each truck per year..... \$
\$723.51

Or each truck, per day..... \$
\$108.60

Applicants for business tax receipts shall first comply with the applicable portions of chapter 20.

Provided, peddlers of fresh vegetables and fresh fruit grown by that peddler and possessing a current certificate from a county agent as proof thereof shall be exempt

from any business tax a provided by the general state law, providing that the peddler has complied with chapter 20.

Photographers, cameramen, photofinishers, or otherwise engaged in business of taking, finishing or selling photography.....\$
\$52.37

If cameras, photographic supplies or other merchandise are sold, a merchant's business tax is also required.

In addition to the tax hereinabove provided for, there is hereby levied and imposed upon every person engaged in the occupation of a salesman or solicitor for any photographer, cameraman or other person engaged in the business of portrait enlarging, copying, coloring or finishing, ferrotype or crayon artist whether such salesman or solicitor be resident, transient or itinerant and who solicits orders from the general public for the taking of photographs or exposures therefor, the enlargement, copying, coloring or finishing of portraits or crayon sketches through the sale of coupons, tokens, or other similar device for a valuable consideration or for which an advance deposit of money is paid or delivered to such salesman or solicitor business tax of \$49.88 per annum, or any fraction thereof. No salesman or solicitor as mentioned herein shall engage in such activity within the city without paying such tax.

Piano tuners and instrument repairers.....\$
\$10.75

Plating, gold, silver or nickel.....\$
\$21.78

Pool tables operating for profit, per table..... \$
\$21.78

Popcorn or peanut vendors, operating or maintaining a stand.....\$
\$21.78

Postcard stand, not connected with other business.....\$
\$21.78

Produce:

Produce broker and packinghouse.....\$
\$108.60

Produce brokers, each.....\$
\$54.30

Packinghouse operator.....\$
\$108.60

R

Railroad companies.....\$
\$216.92

Real estate appraiser.....\$
\$116.30

Real estate
broker.....\$
\$144.70

Salesman.....\$
\$72.49

Restaurants, restaurant seating-Chairs, cushions, tables, booths (not counter seats):
1 to 20 chairs.....\$
\$27.02
21 to 40 chairs.....\$
\$36.11
41 to 100 chairs.....\$
\$63.40
Over 100.....\$
\$135.61

Roller skating rink, per year, in advance.....\$
\$162.90

S

Shooting gallery (not to be operated after 11:00 p.m.).....\$
\$108.60

Stenographer, public, each stand.....\$
\$10.75

Storage, self-service:

Self-service storage facilities as defined FS 83.803(1), per storage unit (but not to exceed
\$1,000.00 per building or self-service storage facilities).....\$
\$17.37

Storage, warehouse:

Less than 5,000 square feet.....\$
\$57.89
5,001 to 10,000 square feet.....\$
\$92.61
10,001 to 15,000 square feet.....\$
\$116.30
15,001 to 25,000 square feet.....\$
\$151.60
Over 25,000 square feet.....\$

\$173.65

T

Tattooing parlor.....\$
\$216.92

Telephone and telegraph company.....\$
\$216.92

Trophies.....\$
\$57.89

Trucks for hire:

Not more than two tones capacity, each.....\$
\$10.75

More than two tons and not more than four tons capacity, each.....\$
\$21.78

Typewriters, repairs.....\$
\$21.78

U

U-drive-it companies.....\$
\$108.60

V

Veterinary surgeons or persons charging for services as horse or animal doctor.....\$
\$21.78

W

Water companies, bottlers of water.....\$
\$108.60

Wheelchair for hire, each.....\$
\$10.75

Wholesale merchants.....\$
\$108.60

Window washer.....\$
\$10.75

Section 30-59. Unclassified businesses, professions or occupations.

Except as provided elsewhere in this chapter and except as provided elsewhere in this Code, each person engaged in or carrying on a business, profession or occupation, either wholly or in part, within the city shall pay an annual business tax of \$

PASSED FIRST READING this ____ day of _____ 2020.

PASSED SECOND READING this ____ day of _____ 2020.

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)

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES BY 5%; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

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WHEREAS, in 1969, the City of South Bay Commission established business tax receipt in accordance with Chapter 205, Florida Statutes; and

WHEREAS, Section 205.0535, Florida Statutes, allows municipalities to increase the rate of local business taxes up to five percent (5%) every other year by ordinance enacted by a vote of a majority plus one vote of the governing body; and

WHEREAS, the City Commission finds that an increase in local business taxes is in the best interest of the residents of the City of South Bay.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Repealing and Replacing Chapter 30, Article II, Section 30-58, Entitled "General Fee Schedule" in entirety, using the new rates reflecting an increase of 5% for local business tax, as forth below:

Sec. 30-58. General fee schedule.

The amount which shall be paid by the several firms, persons, corporations or associations engaged in or managing businesses, professions or occupations for which a license is required, other than is specifically set forth elsewhere in this Code, are hereby and required as follows:

A

Aircraft:	
School operators, operators for hire or commercial purposes.....	\$110.25
\$115.76	
Astrologist, clairvoyant, fortuneteller, mindreader, palmist, phrenologist, etc.....	\$165.38
\$173.65	
Auctioneers:	
Per day.....	\$20.48
\$21.50	
Per year.....	\$517.13
\$542.99	
[Auto] wreckers and tow cars. Person using what are commonly termed "wreckers" for the purpose of towing or transporting wrecked or disabled automobiles, whether such activity is incidental to or connected with any other business or not, and operating on streets of the city. Proof of insurance coverage shall be confirmed at the time of payment of the tax.	
Operating from one to three vehicles.....	\$55.13
\$57.89	
Four to six vehicles.....	\$137.81
\$144.70	
Seven or more vehicles.....	\$221.53
\$232.61	
Auto wrecking company.....	\$103.43
\$108.60	
Automobile or motor vehicle repair shops, engaged in the repair of motor vehicles including painting, top, body, upholstery, window tinting or other repairs.....	\$110.76
\$116.30	

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Automobile or motor vehicle storage, impound lot or parking lot where a charge is made:

Five-to ten-car capacity.....	\$13.65
<u>\$14.33</u>	
11- to 20-car capacity.....	\$21.53
<u>\$22.61</u>	
21- to 50-car capacity.....	\$50.93
<u>\$53.48</u>	
51- to 75-car capacity.....	\$68.78
<u>\$72.22</u>	
76- to 100-car capacity.....	\$103.43
<u>\$108.60</u>	
Over 100-car capacity.....	\$137.81
<u>\$144.70</u>	

Automobile service stations, washing, polishing, greasing, lubricating, and like servicing of automobiles, selling gasoline and oil, but not to include repair work or the sale of merchandise where a license tax is otherwise required by this Code.....\$82.69

\$86.82

Automobile wrecking or used car parts dealers.....\$165.38

\$173.65

Automobiles or motor vehicles:

New car dealers and used car dealers..... \$82.69

\$86.82

Motorcycles and minibikes:

Dealers.....	\$82.69
<u>\$86.82</u>	
Rentals.....	\$82.69
<u>\$86.82</u>	
Repairs.....	\$44.10
<u>\$46.31</u>	

B

Banks and building or savings and loan association, not within the classification of finance companies, loan companies, money lenders, pawnbrokers, or salary purchasers, except as otherwise provided by law:

With less than \$10,000,000.00 of savings deposits, including time deposits.....	\$689.06
<u>\$723.51</u>	
With \$10,000,000.00 and less than \$25,000,000.00, including time deposits.....	\$1033.46
<u>\$1085.13</u>	
With \$25,000,000.00 and less than \$50,000,000.00 of savings deposits, including time deposits.....	\$1,378.13
<u>\$1447.04</u>	

With \$50,000,000.00 and over in savings deposits, including time deposits..... \$2,067.19
\$2170.55
 Remote service terminal, each location..... \$689.06
\$723.51

Barbershop or beauty parlor:
One chair..... \$30.98
\$32.53
Each additional chair..... \$10.24
\$10.75
Bicycle repairing only..... \$18.64
\$19.57
Dealers with repair..... \$30.98
\$32.53
Combination of dealer and repairing..... \$51.71
\$54.30

Billboards, \$0.05 per square feet minimum tax for each board..... \$9.74
\$10.20

Boot and shoe repair shop:
Using machinery..... \$30.98
\$32.53
Repair shop alone, hand workers only..... \$20.74
\$21.78

Bootblack stand:
 In connection with a barbershop or other business..... No charge
 Each chair, not connected with other business..... \$10.76
\$11.30

Broker, merchandise, lumber and other goods..... \$93.19
\$97.85

Broker in produce and packinghouse combined..... \$103.43
\$108.60

C

Candy manufacturers..... \$110.24
\$115.75

Card writing, cutting or engraving, not connected with other business..... \$10.76
\$11.30

Cleaning and blocking hats, each..... \$20.74
\$21.78

Coin-operated machines: Skill games, pinball machines, pool tables, slot or coin-operated, when legally permitted, each machine..... \$27.56
\$28.94

Coin-operated machines, musical-Victrolas, electrical phonographs and other musical devices, for each machine..... \$82.69
\$86.82

Contractor:

Engineering (including bridge, bulk heading, drainage and sewer excavating, sewer construction, dredging, irrigation system, seawalls, sidewalks and street grading and paving and similar work)..... \$103.43
\$108.60

General building (all lines except electrical and plumbing)..... \$103.43
\$108.60

Sign painting (including erection of nonelectrical signs)..... \$103.43
\$108.60

Cool drink or ice cream stands, not connected with other business..... \$30.98
\$32.53

D

Dairy, retail, per truck..... \$20.74
\$21.78

Dancing halls..... \$103.43
\$108.60

Dressmaking shops (This shall not be construed to include home dressmaking where no materials are sold for furnished.)..... \$10.76
\$11.30

E

Electrical light companies..... \$206.59
\$216.92

Express companies..... \$103.43
\$108.60

F

Fender and body works..... \$30.98
\$32.53

Fertilizer factory..... \$937.13
\$983.99

Fruit and vegetable stands, not connected with other business..... \$30.98
\$32.53

Fruit and vegetables or other merchandise when sold from freight cars, per car..... \$20.74
\$21.78

G

Garage storage, each space..... \$2.10
\$2.21

Public, for purpose of storing, housing, repairing, and selling automobiles and motor vehicles and accessories and petroleum products..... \$92.93
\$97.58

Gas companies..... \$92.93
\$97.58

Gasoline dealers:

Retail..... \$51.71
\$54.30

Wholesale..... \$103.43
\$108.60

Groceries:

Grocery store (less than 5,000 square feet)..... \$220.50
\$231.53

Supermarket (over 5,000 square feet but under 7,500 square feet)..... \$441.00
\$463.05

Supermarket (over 7,500 square feet but under 10,000 square feet)..... \$882.00
\$926.10

Gymnasium..... \$10.24
\$10.75

H

Halls for hire..... \$10.24
\$10.75

Hawkers or street vendors:

Of proprietary or patented articles from house to house or on the streets, per day..... \$30.98
\$32.53

Of proprietary or patented medicines, or other preparations purporting to possess medical virtues, per day..... \$30.98
\$32.53

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Hides, raw wool, furs, skins or feathers, alone.....\$10.24
\$10.75

Hotel, rooming house or apartment, etc., containing:
One room up to 19 rooms, per room, per year.....\$2.40
\$2.21
20 rooms and less than 30 rooms, per year.....\$41.78
\$43.87
30 rooms and less than 40 rooms, per year.....\$9.71
\$10.20
40 rooms and less than 50 rooms, per year.....\$72.19
\$75.80
50 rooms and less than 75 rooms, per year.....\$82.69
\$86.82
75 rooms and less than 100 rooms, per year.....\$92.93
\$97.58
100 rooms and less than 150 rooms, per year.....\$103.43
\$108.60
150 rooms and less than 250 rooms, per year.....\$113.66
\$119.33
250 rooms or more, per year.....\$124.16
\$130.37

I

Ice manufacturers or cold storage plant.....\$103.13
\$108.60

Insurance, agent (life) for each company represented.....\$49.88
\$52.37
Agents, any and all other companies, each.....\$10.24
\$10.75

Insurance company, each company doing business within the city.....\$49.88
\$52.37

L

Launderette (ten machines or less).....\$69.04
\$72.49
Each additional machine.....\$6.83
\$7.17

Laundries, hand.....\$20.74
\$21.78

Laundry and dry cleaning:	
Dry cleaning plant or pressing clothing or pressing club.....	\$96.34
<u>\$101.16</u>	
Each employee.....	\$8.66
<u>\$9.09</u>	
Lecturer, educational or otherwise when charges are made.....	\$20.74
<u>\$21.78</u>	
Locksmiths.....	\$30.98
<u>\$32.53</u>	
Lunch or sandwich sold other than from stand.....	\$10.24
<u>\$10.75</u>	

M

Manicurist, face massaging and hair dressing with fingers (no machine):	
In barbershop or beauty parlor.....	\$15.49
<u>\$16.26</u>	
Manufacturing or factories:	
Awnings and tents.....	\$99.23
<u>\$104.19</u>	
Boxes or containers, except metal manufacturers.....	\$221.53
<u>\$232.61</u>	
Broom factories.....	\$77.18
<u>\$81.04</u>	
Medicine shows, per day.....	\$103.43
<u>\$108.60</u>	
Merchants, wholesale and/or retail dealers in lumber or building materials, storekeepers, druggists, furniture dealers, jewelers, hardware or other goods wares and merchandise having stock and equipment valued:	
Up to \$1,000.00.....	\$41.24
<u>\$43.27</u>	
Next \$5,000.00, per \$1,000.00.....	\$10.24
<u>\$10.75</u>	
Next \$10,000.00, per \$1,000.00.....	\$5.25
<u>\$5.51</u>	
Merry-go-round or other riding devices, per day.....	\$92.93
<u>\$97.58</u>	
Messenger service.....	\$20.74
<u>\$21.78</u>	

N

News depot.....\$10.24
\$10.75

O

Oil tank delivery wagons, each retail only.....\$30.98
\$32.53

Optical goods, knives, jewelry, or similar articles, when sold from stands.....\$30.98
\$32.53

Optician or manufacturer of eye glasses alone, when merchant's tax is not paid on
 business.....\$30.98
\$32.53

P

Parcel delivery.....\$20.74
\$21.78

Pawnbrokers.....\$206.59
\$216.92

Pawnbrokers selling other than articles taken on pledge shall be considered merchants. Each person engaging in the business of a pawnbroker or conducting a pawnbroking shop in the city shall keep a record and shall make a daily written report to the law enforcement officers of the city, or other designated city representative, of every article or thing pawned or purchased by him, said report and record to specify the articles or things clear and positive; and such persons aforesaid shall hold their shop open to visitation or inspection by the law enforcement officers of the city. The refusal of any pawnbroker to submit to such visitation or inspection is a violation. Any such violation will be punished as provided in section 1-14.

Peddler or dealer in dry goods, notions, jewelry, medicines, drugs, clothing, groceries, household goods, perfumes, fruit, vegetables, fish, meat, sundries, radio, phonographs, cosmetics or cigarettes:

On foot, per year, each person.....\$689.06
\$723.51

Or per day, each person.....\$103.43
\$108.60

From a vehicle, per year, each.....\$689.06
\$723.51

Or per day, each person.....\$103.43
\$108.60

Peddlers of ice, each truck per year.....\$689.06
\$723.51

Or each truck, per day.....\$103.43

\$108.60

Applicants for business tax receipts shall first comply with the applicable portions of chapter 20.

Provided, peddlers of fresh vegetables and fresh fruit grown by that peddler and possessing a current certificate from a county agent as proof thereof shall be exempt from any business tax as provided by the general state law, providing that the peddler has complied with chapter 20.

Photographers, cameramen, photofinishers, or otherwise engaged in business of taking, finishing or selling photography.....\$19.88
\$52.37

If cameras, photographic supplies or other merchandise are sold, a merchant's business tax is also required.

In addition to the tax hereinabove provided for, there is hereby levied and imposed upon every person engaged in the occupation of a salesman or solicitor for any photographer, cameraman or other person engaged in the business of portrait enlarging, copying, coloring or finishing, ferrotype or crayon artist whether such salesman or solicitor be resident, transient or itinerant and who solicits orders from the general public for the taking of photographs or exposures therefor, the enlargement, copying, coloring or finishing of portraits or crayon sketches through the sale of coupons, tokens, or other similar device for a valuable consideration or for which an advance deposit of money is paid or delivered to such salesman or solicitor business tax of \$49.88 per annum, or any fraction thereof. No salesman or solicitor as mentioned herein shall engage in such activity within the city without paying such tax.

Piano tuners and instrument repairers.....\$10.24
\$10.75

Plating, gold, silver or nickel.....\$20.74
\$21.78

Pool tables operating for profit, per table..... \$20.74
\$21.78

Popcorn or peanut vendors, operating or maintaining a stand.....\$20.74
\$21.78

Postcard stand, not connected with other business.....\$20.74
\$21.78

Produce:

Produce broker and packinghouse.....\$103.43

\$108.60

Produce brokers, each.....\$51.71

<u>\$54.30</u>	Packinghouse operator.....	\$103.43
<u>\$108.60</u>		

R

	Railroad companies.....	\$206.59
<u>\$216.92</u>		

	Real estate appraiser.....	\$110.76
<u>\$116.30</u>		

	Real estate broker.....	\$137.81
<u>\$144.70</u>		

	Salesman.....	\$69.04
<u>\$72.49</u>		

	Restaurants, restaurant seating-Chairs, cushions, tables, booths (not counter seats):	
	1 to 20 chairs.....	\$25.73
<u>\$27.02</u>		
	21 to 40 chairs.....	\$31.39
<u>\$36.11</u>		
	41 to 100 chairs.....	\$60.38
<u>\$63.40</u>		
	Over 100.....	\$129.15
<u>\$135.61</u>		

	Roller skating rink, per year, in advance.....	\$155.14
<u>\$162.90</u>		

S

	Shooting gallery (not to be operated after 11:00 p.m.).....	\$103.43
<u>\$108.60</u>		

	Stenographer, public, each stand.....	\$10.24
<u>\$10.75</u>		

	Storage, self-service:	
	Self-service storage facilities as defined FS 83.803(1), per storage unit (but not to exceed \$1,000.00 per building or self-service storage facilities).....	\$16.54
<u>\$17.37</u>		

	Storage, warehouse:	
	Less than 5,000 square feet.....	\$55.43
<u>\$57.89</u>		

5,001 to 10,000 square feet.....	\$88.20
<u>\$92.61</u>	
10,001 to 15,000 square feet.....	\$110.76
<u>\$116.30</u>	
15,001 to 25,000 square feet.....	\$144.38
<u>\$151.60</u>	
Over 25,000 square feet.....	\$165.38
<u>\$173.65</u>	

T

Tattooing parlor.....	\$206.59
<u>\$216.92</u>	

Telephone and telegraph company.....	\$206.59
<u>\$216.92</u>	

Trophies.....	\$55.13
<u>\$57.89</u>	

Trucks for hire:

Not more than two tones capacity, each.....	\$10.24
<u>\$10.75</u>	

More than two tons and not more than four tons capacity, each.....	\$20.74
<u>\$21.78</u>	

Typewriters, repairs.....	\$20.74
<u>\$21.78</u>	

U

U-drive-it companies.....	\$103.43
<u>\$108.60</u>	

V

Veterinary surgeons or persons charging for services as horse or animal doctor.....	\$20.74
<u>\$21.78</u>	

W

Water companies, bottlers of water.....	\$103.43
<u>\$108.60</u>	

Wheelchair for hire, each.....	\$10.24
<u>\$10.75</u>	

Wholesale merchants.....	\$103.43
<u>\$108.60</u>	

Window washer.....	\$10.24
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\$10.75

Section 30-59. Unclassified businesses, professions or occupations.

Except as provided elsewhere in this chapter and except as provided elsewhere in this Code, each person engaged in or carrying on a business, profession or occupation, either wholly or in part, within the city shall pay an annual business tax of ~~\$49.88~~ \$52.37 for each such separate business, profession or occupation engaged in, carried on, practiced or conducted.

~~**Section 3. Conflicts and Repealer.**~~

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~~**Section 3. Conflicts and Repealer.**~~

~~All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed as to Section 30-58 of the City of South Bay Code of Ordinances.~~

~~**Section 4. Severability.**~~

~~If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.~~

~~**Section 5. Inclusion In Code.**~~

~~It is the intention of the City Commission of the City of South Bay, Florida that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.~~

Section 6. Effective Date.

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

PASSED FIRST READING this _____ day of _____ 2020.

PASSED SECOND READING this _____ day of _____ 2020.

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)



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natali Malone

Bernadette Norris-Weeks, PA
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: February 13, 2020
Ref: Weekly check register

Enclosed, please find the summary of check register as of February 13, 2020:

General Fund

• Utility:		
Comcast	\$	494.12
PBC water Utilities		1,535.49
FPL		5,868.53
• Jordan Connors		1,666.66
• United Health		13,708.73
• Prime star		1,949.00
• Deposit refund		300.00
• Marathon Gas		1,707.45
• Ally		725.70
• Purchased of supplies, materials and parts		814.52
• Payment for various services		1,828.98
• Payroll deductions		5,215.40
• Other		919.89
		<hr/>
	Total	\$ 36,734.47

A
B
C
D

AP Check Register Report

City Of South Bay (CSBFND)

02/05/2020 1:54:17 PM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12379	ALLY	ALLY	02/05/2020	725.70
12380	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	02/05/2020	98.11
12381	CLARKE	CLARKE	02/05/2020	605.84
12382	COMCAST	COMCAST	02/05/2020	494.12
12383	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	02/05/2020	341.92
12384	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	02/05/2020	19.83
12385	FEDERAL EXPRESS	FEDERAL EXPRESS	02/05/2020	46.22
12387	FPL	FPL	02/05/2020	5,868.53
12388	GEORGE SANDIFORD	GEORGE SANDIFORD	02/05/2020	70.36
12389	JOE KYLES	JOE KYLES	02/05/2020	452.60
12390	JOHN WILSON	JOHN WILSON	02/05/2020	89.00
12391	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	02/05/2020	1,666.66
12392	MARATHON/MEX BANK	WEX BANK	02/05/2020	1,707.45
12393	MARIA K. HERNANDEZ	Maria K. Hernandez	02/05/2020	300.00
12394	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	02/05/2020	108.81
12395	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	02/05/2020	1,535.49
12396	PERFORMANCE NAPA	PERFORMANCE NAPA	02/05/2020	108.33
12397	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	02/05/2020	1,949.00
12398	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	02/05/2020	130.00
12399	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	02/05/2020	230.00
Non-Electronic Transactions:				16,547.97
Total Transactions:				16,547.97

AP Check Register Report

City Of South Bay (CSBFND)

01/31/2020 10:00:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12363	AFLAC	AFLAC	01/31/2020	1,679.02 C
12364	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	01/31/2020	145.49
12365	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	01/31/2020	1,454.05 C
12366	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	01/31/2020	79.00 /
12367	FEDERAL EXPRESS	FEDERAL EXPRESS	01/31/2020	36.97 3
12368	IAMAW	IAMAW	01/31/2020	412.93 C
12369	LIBERTY NATIONAL	LIBERTY NATIONAL	01/31/2020	536.52 /
12370	MUTUAL OF OMAHA	MUTUAL OF OMAHA	01/31/2020	307.93
12371	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	01/31/2020	85.19 /
12372	PERFORMANCE NAPA	PERFORMANCE NAPA	01/31/2020	39.34 /
12373	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	01/31/2020	654.23 C
12374	STITCH WORK PLUS	STITCH WORK PLUS	01/31/2020	239.85 3
12375	UNITED HEALTH CARE	UHS PREMIUM BILLING	01/31/2020	13,708.73
12376	VRC	VRC	01/31/2020	328.18 5
12377	WALMART COMMUNITY	WAL-MART COMMUNITY	01/31/2020	239.23 /
12378	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	01/31/2020	239.84 C
Non-Electronic Transactions:				20,186.50
Total Transactions:				20,186.50