

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

**CITY OF SOUTH BAY**  
**CITY COMMISSION MEETING AGENDA**  
**VIRTUAL MEETING**

**TUESDAY, APRIL 21, 2020**

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

South Bay, FL 33493

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

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

# **RULES OF PROCEDURE**

## **WHO MAY SPEAK**

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

## **SPEAKING ON AGENDA ITEM**

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

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

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

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

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

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

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

## **APPEALS**

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

## **DECORUM**

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

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

## **CONTACT INFORMATION**

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

## **AMERICANS WITH DISABILITY ACT**

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

**REGULAR CITY MEETING AGENDA  
CITY OF SOUTH BAY, FL  
CITY COMMISSION CHAMBERS  
TUESDAY, APRIL 21, 2020  
7:00PM**

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.  
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS**  
*(Up to 5 minutes)*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**  
*(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 - March 03, 2020**  
(Regular City Workshop and City Meeting)
6. **RESOLUTIONS - (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
  - 6a. **RESOLUTION NO. 15-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF SOUTH BAY, FLORIDA ADOPTING CERTIFIED  
RESULTS OF THE REGULAR ELECTION HELD ON  
MARCH 17, 2020 FOR CITY COMMISSIONER, SEAT 1;  
PROVIDING FOR AN EFFECTIVE DATE**

**6b. RESOLUTION 16-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE APPROVAL OF TWO CHANGE ORDERS FOR WORK AUTHORIZED BY RESOLUTION 07-2020 FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE**

**7. ORDINANCE**

**7a. ORDINANCE 01-2020**

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

**8. ROSENWALD ELEMENTARY SCHOOL**

**9. FINANCE REPORT**

**9a. Accounts Payable Report**

**10. CITY CLERK REPORT**

**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**13. FUTURE AGENDA ITEMS**

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

**15. ADJOURNMENT**

**CITY OF SOUTH BAY**  
**CITY WORKSHOP**

Page 3781

**March 03,2020**

**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. 2<sup>nd</sup> Avenue, South Bay, Florida on March 03, 2020 at 6:30 p.m.

**Present:**

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

**Staff:**

Leondrae Camel, City Manager  
Massih Saadatmand, Finance Director  
Vicky Del Bosquez, Human Resources  
Natalie Malone, City Clerk

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION-***(Full discussion/recording available through the City Website)*
  - 3a. **Agenda Items**  
*Overview the Regular City Meeting Agenda*
4. **ADJOURNMENT**

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

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Joe Kyles, Mayor

ATTESTED BY:

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Natalie Malone, City Clerk

**CITY OF SOUTH BAY**  
**REGULAR CITY MEETING**  
**Tuesday March 03,2020**  
**At 7:00P.M.**

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on March 03, 2020at 7:00 p.m.

**Present:**

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

**Staff:**

Leondrae Camel, City Manager  
Massih Saadatmand, Finance Director  
Vicky Del Bosquez, Human Resources  
Natalie Malone, City Clerk

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

**1. PRESENTATIONS/PROCLAMATIONS**

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

- 1a. MV Transportation, Inc.:**  
**Jeanie Chrisiman, General Manager**  
**Felix Collazo, Assistant General Manager**  
*Overview of the program and services offered*

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

- 2a. Jeffery Willis, Florida Crystals**  
*Introduction to the City and his role/new position as a representative of the Glades*

- 2b. **Annie Ifill, Healthier Glades**  
*Let's Move Campaign, Walk with the Mayor, and Community Dialogue*
- 2c. **Barbara King, Kings Tutorial Mentoring**  
*Flashers, Speedbumps, Digital speed sign, and Benches-Cox Park*
- 2d. **Dexter Sims, Fun Fest Committee**  
*Requesting permission to host event at Cox/Tanner Park*
- 2e. **Asher Keidan, Knightsbridge**  
*Letter of Intent*

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

- 3a. **Approval of City Minutes- February 18, 2020**  
*(City Workshop and Regular City Meeting)*

**Moved By: Commissioner McKelvin**  
**Seconded By: Vice Mayor Barnard**

- 3b. **Regular Agenda -March 03, 2020**  
*(City Workshop and Regular City Meeting)*

**ADD-ON: AMENDMENT 14-2020**  
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN ACCORDANCE WITH PREVIOUSLY PASSED RESOLUTION 49-2019; PROVIDING FOR AN EFFECTIVE DATE.**

**Moved By: Commissioner McKelvin**  
**Seconded By: Vice Mayor Barnard**

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



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

4a. **RESOLUTION NO. 12-2020**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Berry  
 Seconded By: Vice Mayor Barnard

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

4b. **RESOLUTION NO. 13-2020**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO GRANT A RELEASE OF CITY OF SOUTH BAY INFILL HOUSING PARTICIPATION AND LOT PURCHASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND JULIA MANN, DECEASED; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice Mayor Barnard  
 Seconded By: Commissioner McKelvin

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

4c. RESOLUTION NO. 14-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN ACCORDANCE WITH PREVIOUSLY PASSED RESOLUTION 49-2019; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner McKelvin  
 Seconded By: Commissioner Berry

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

5. ORDINANCE

6. ROSENWALD ELEMENTARY SCHOOL

6a. Curriculum Night- Commissioner McKelvin  
 March 09, 2020

7. FINANCE REPORT

7a. Accounts Payable Report

**8. CITY CLERK REPORT**

**8a. Election Update:**

- Supervisor of Elections
- Election Day: March 17, 2020

**8b. March 17, 2020 Commission Meeting Canceled**

**8c. National League of Cities: Congressional City Conference**

- March 08-11, 2020  
*Advocacy Meeting*

**9. CITY MANAGER REPORT**

**9a. Purchase Sale Agreement Removal**

**9b. 480 US Hwy N-Brownsville Site**

**9c. Employee Engagement Status Results**

**9d. Coronavirus Virus Update**

**10. CITY ATTORNEY REPORT**

**11. FUTURE AGENDA ITEMS**

**Suggested items by Commissioner Berry:**

**11a. Federation of Families- status report**

**11b. Nature Park-88 acres**

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

**12a. Commissioner McKelvin**

Thanked everyone for coming out

**12b. Commissioner Berry:**

Have a pleasant evening and be safe.

**12c. Vice-Mayor Barnard:**

Thanked everyone for coming out and she acknowledged the South Bay Golden Girls. A reminder of the 2020 Census job fair from 9am-1pm on February 19, 2020 was also mentioned.

**12d. Mayor Kyles:**

Thanked everyone for coming out and the work everyone does.  
*(Full discussion/recording available through the City Website)*

**13. ADJOURNMENT**

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Joe Kyles, Mayor

ATTESTED BY:

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Natalie Malone, City Clerk

**RESOLUTION 15-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING CERTIFIED RESULTS OF THE REGULAR ELECTION HELD ON MARCH 17, 2020 FOR CITY COMMISSIONER, SEAT 1; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the regular City election for City Commission, Seat 1 for the City of South Bay was held on Tuesday, March 17, 2020; and

**WHEREAS**, the Supervisor of Elections and South Bay Canvassing Board have submitted the Election results for the South Bay Election held on March 17, 2020 (*attached hereto*) and has determined that the election results are correct and that the election was conducted fairly and without fraud; and

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

**Section 1.** **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

**Section 2.** **Candidate Elected.** Pursuant to Sec. 10-29 of the City of South Bay Code of Ordinances, "at any regular or special election of the city, the ballots shall name all candidates who have qualified for that election, and the procedure for determining the successful candidate for city commissioner shall be that any candidate for City commissioner receiving the highest number of the votes cast in the group in which he is a candidate shall be declared elected for a term of three years."

**Section 3.** **Adoption of Certified Election Results.** Upon Canvass of the election returns as presented by the Canvassing Board and as certified by the City Clerk, the City Commission hereby declares and certifies that the electors cast their ballots as follows:

For Seat #1 of the City Commission (Three Year Term):

Esther E. Berry	198 votes
Michael E. Jackson	197 votes

Esther E. Berry, having received a majority of votes cast, is hereby declared elected to said office.

**Section 4. Transmittal.** The City Clerk is hereby directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy online for public notice.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 21<sup>st</sup> day of April 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)



**Wendy Sartory Link**  
Palm Beach County Supervisor of Elections

The Supervisor of Elections for Palm Beach County hereby certifies the following Municipality:

City of South Bay:

☆ Commissioner Seat 1 South Bay (Vote For 1)

Participating Precincts Reporting: 1 / 1 [Precinct Details](#) [Show Detailed View](#)

Choice	Percent	Votes
Esther E. Berry (NON)	50.13%	198
Michael E. Jackson (NON)	49.87%	197
		395

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, WENDY SARTORY LINK, SUPERVISOR OF ELECTIONS,  
HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
OF THE RECORDS ON FILE IN THIS OFFICE.

WITNESS MY HAND AND SEAL, THIS 30 DAY OF  
March, 2020

WENDY SARTORY LINK  
SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY, FLORIDA

BY: Wendy Sartory Link

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416

Telephone: 561.656.6200 | Fax Number: 561.656.6287



**Wendy Satory Link**  
Palm Beach County Supervisor of Elections

## City of South Bay – PRECINCT DETAIL COMMISSIONER SEAT 1

A dash ( - ) represents detailed groups (Election Day, Vote By Mail, Early Votes, Provisional) with between 1 and 29 votes in accordance with Florida Statute 98.0981(2)(a)

**6018** Show Graphical View

Choice	Election Day	Early Votes	Vote By Mail	Provisional	Total Votes	Percentage
<b>Esther E. Berry (NON)</b>	-	-	-	-	198	50.13%
<b>Michael E. Jackson (NON)</b>	-	-	-	-	197	49.87%



## RESOLUTION 16-2020

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE APPROVAL OF TWO CHANGE ORDERS FOR WORK AUTHORIZED BY RESOLUTION 07-2020 FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on February 18, 2020 the City Commission for the City of South Bay ("City Commission") passed and adopted Resolution No. 07-2020 to enter into an agreement between Total Solution Contractors, Inc. ("TSC") and the City of South Bay ("City") for the demolition of an unsafe structure within the City limits and specifically located at 625 Palm Beach Rd, South Bay, FL 33343; and

**WHEREAS**, on March 24, 2020, two (2) change orders were submitted by TSC to the City consisting of the following changes: Change Order #1 dealt with the removal of asbestos from the flooring of the structure; Change Order #2 dealt with a need for a more intense method of removing piles and concrete foundation systems thus requiring additional back fill and digging of the site; and

**WHEREAS**, Change Order #1 had an additional cost of Sixty-Five Thousand Five Hundred Dollars (\$65,500.00) and Change Order #2 had an additional cost of One Hundred Thousand Dollars (\$100,000.00) for a combined increase of One Hundred Sixty-Five Thousand Five Hundred Dollars to the contract amount; and

**WHEREAS**, the City Manager executed the change orders without Commission approval due to the fact that there was a pressing need to complete the work, especially asbestos removal and Commission meetings were cancelled due to the State of Emergency relating to the COVID-19 pandemic; and

**WHEREAS**, the City Manager now requests that the City Commission ratify the execution and completion the work described in the change orders and provide proper approval for the same.

**WHEREAS**, ratification of the aforementioned change orders 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 and ratifies the City Manager's execution and acceptance of Change Order #1 and Change Order #2 for work authorized by Resolution 07-2020, for the demolition of an unsafe structure within the City limits, 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 21st day of April 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)

**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.

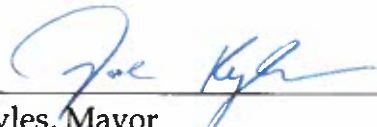
**Section 2. Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Demolition Services Agreement between the City of South Bay and Total Solution Contractors Inc., attached hereto as Exhibit "A." The City Manager is further authorized 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.

Attested


By:   
Natalie Malone, City Clerk

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

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

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

Moved by:   
\_\_\_\_\_  
Vice Mayor Barnard

Seconded by:   
\_\_\_\_\_  
Commissioner McKelvin

**VOTE:**

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

**AGREEMENT FOR  
DEMOLITION SERVICES**

**THIS AGREEMENT**, made this 18<sup>th</sup> day of February, 2020, is by and between the City of South Bay, a Florida municipality, ("City"), whose address is 335 SW 2<sup>nd</sup> Avenue, South Bay, FL 33493, and Total Solution Contractors Inc., a Florida corporation, ("Contractor" or "Company"), whose address is 3940 10<sup>th</sup> 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 2/18, 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

**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 2<sup>nd</sup> 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: [Signature]  
City Manager

Approved as to form:

[Signature]  
City Attorney

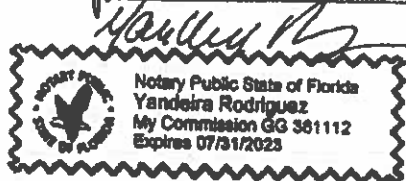
ATTEST

By: \_\_\_\_\_  
Print Name: Yandaira Rodriguez  
Title: \_\_\_\_\_

CONTRACTOR

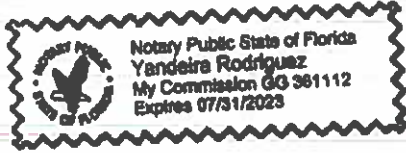
By: [Signature]  
Print Name: Ryan J. Dobson  
Manager

STATE OF Florida :  
COUNTY OF Palm Beach :



The foregoing instrument was acknowledged before me this 05 day of March, 2020, by RYAN DOBSON as manager for Total Solution Contractors Inc., a Florida company.

(SEAL)



Yandaira Rodriguez  
Notary Public, State of Florida  
(Signature of Notary Public)

Yandaira Rodriguez

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

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## **NOTICE TO PROCEED**

**RFP NO.:** 2020-01

**DATE:** February 24, 2020

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

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

### ***Commission***

Joe Kyles Sr.  
Mayor

Betty Barnard  
Vice Mayor

Esther E. Berry  
Treasurer

Betty H. Barnard

John Wilson

Leondrae D. Camel  
City Manager

Natalie Malone  
City Clerk

Burnadette Norris-Weeks  
City Attorney

**CONTRACTOR NAME:** Total Solutions Contractors Inc.  
**MAILING ADDRESS:** 3940 10<sup>th</sup> Ave Suite 5A  
Lake Worth, FL. 33461

Mr. Ryan Dobson,

This is your notice to proceed with RFP 2020-01, Building Demolition Services for 625 Palm Beach Rd. in accordance with your demolition contract dated February 18, 2020.

By: \_\_\_\_\_

*Leondrae D. Camel*  
City Manager



May 24, 2020

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

Total Solution Contractors  
CGC1516423  
3940 10th Ave suite 5A  
Lake Worth, Fl 33461

**RE: 625 Palm Beach Rd. South Bay, FL 33493-Asbestos Identification Survey**

Mr. Camel,

Per TSC agreement with the City of South Bay, TSC contracted a licensed Environmental Services Contractor (Gaudet Associates) to perform a Asbestos Identification Survey. Attached are their findings. The building has asbestos in the flooring specifically the mastic (adhesive applied to vinyl tile) throughout the building. Gaudet Associates recommends that the asbestos is removed (abated) before the building is demolished. Attached is the Asbestos Identification Survey, the method of abatement, and the cost to perform abatement for your approval. Understanding time is of the essence TSC can perform the abated with air quality test on the week of March 31, 2020.

Kind Regards,

Ryan Dobson  
President  
CGC 1516423





May 24, 2020

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

Total Solution Contractors  
CGC1516423  
3940 10th Ave suite 5A  
Lake Worth, Fl 33461

**RE: 625 Palm Beach Rd. South Bay, FL 33493-Asbestos Abatement Procedure and Clarifications**

**SCOPE OF WORK:** TSC will contract with state licensed asbestos abatement contractor to remove and dispose of 7,500 SF of asbestos containing floor tile and black mastic. This material is located throughout the building.

All furniture and furnishing are to be removed by TSC and disposed of.

**CLARIFICATIONS**

1. Work to be completed under current Federal, State and Local agency regulations.
2. Asbestos affected materials removed from the job site will be disposed of at an EPA authorized landfill and the disposal receipt provided to the Client
3. If additional affected building materials are discovered, our unit price for removal will be determined upon occurrence.
4. This proposal is based upon one mobilization to the project site.
5. Customer and/or Owner to provide water and electric for the duration of the project.
6. Contractor uses painters' tape to hang Plastic sheeting on walls and surfaces, upon removal of the tape, the paint may peel because it's original adhesion has given way
7. These areas may require additional work to bring them back to the original condition.
8. Air testing is included in this quote. – of a 3 rd party to perform this testing.





**CONSTRUCTION CHANGE ORDER**

**1**

Owner: **City of South Bay**

CHANGE ORDER NO:

Date: 3/24/2020

Project: **625 Palm Beach Rd. South Bay, FL 33493**

Company

Trades: Total Solution Contractors

3940 10th Ave Suite 5A

Lake Worth Fl 33461

**Asbestos Abatement**

Telephone No: 561.629.3180

Fax:

Description	Amount
Asbestos Abatement,	\$50,000.00
Removal and disposal of contaminated material in EPA authorized land Fill with specialized dumpster	\$8,000.00
Prep and containment of building during Abatement	\$7,500.00
<b>Grand Total</b>	<b>\$65,500.00</b>

	Amount
Original Contract Amount	\$70,000.00
The Contract Sum will be increased by this CO in amount:	\$65,500.00
<b>New Contract Sum including this CO</b>	<b>\$135,500.00</b>

Accepted by Leondrae D. Camel, City Manager

**1**

Total Solution Contractors  
3940 10th Ave Suite 5A  
Lake Worth Fl 33461



**ASBESTOS IDENTIFICATION  
SURVEY  
for**

**Commercial Structure  
625 Palm Beach Road  
South Bay, FL**

**March 23, 2020**

**Prepared For:**

**Mr. Ryan Dobson  
Total Solution Contractors  
3940 10<sup>th</sup> Ave., Suite 5A  
Lake Worth, FL 33461**

**Prepared By:**

**Gaudet Associates, Inc.  
3021 Jupiter Park Circle, Suite 101  
Jupiter, FL 33458**



**Gaudet Associates, Inc.**  
**Construction & Environmental Services**



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- III. Laboratory Results**
- IV. Bulk Sample Log**
- V. Asbestos Business Licenses**
- VI. Laboratory Accreditation**

**I. Introduction/Survey Results/Recommendations**

**I. INTRODUCTION/SURVEY RESULTS**

Gaudet Associates, Inc., a licensed Florida Asbestos Business (ZA#0000011), was retained to perform an asbestos material identification survey for a commercial structure located at 625 Palm Beach Road in South Bay, FL.

The single-story structure is constructed of concrete block on a concrete slab with a built-up roof system. The interior consists of drywall, plaster, vinyl floor tile, vinyl baseboard, ceiling tile and duct mastic. The structure is approximately 7,500 square feet and is slated to be demolished.

Gaudet Associates, Inc. scheduled an EPA Certified Building Inspector, Mr. Michael McGovern to perform the survey on March 17, 2020. The purpose of the survey was to identify, bulk sample and quantify suspect asbestos containing building materials in those areas accessible to the inspector. The inspector collected a total of thirty-seven (37) samples. These samples were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM).

The Environmental Protection Agency's (EPA) definition of an asbestos-containing material is one that is greater than one (1%) percent asbestos. Two (2) of the samples proved positive for asbestos content.

The materials that are asbestos containing are as follows:

<u>Material</u>	<u>Location</u>	<u>Approximately Quantity</u>
12" x 12" Floor Tile (beige/tan) Black Mastic	Throughout Building	7,500 s.f.

**12" x 12" Floor Tile (beige/tan) Black Mastic**

The 12" x 12" floor tile (beige/tan) Black Mastic contains three to five (3-5%) percent Chrysotile asbestos and is non-friable. The material is in good condition and is located throughout the building.

**RECOMMENDATIONS**

Due to the scheduled demolition of the commercial structure, Gaudet Associates, Inc. recommends that the 12' x 12" floor tile (beige/tan) black mastic must be removed prior to demolition by a Florida Licensed Asbestos Abatement Contractor under the direction of a Florida Licensed Asbestos Consultant. All work shall be performed in accordance with all Local, State and Federal regulations.

**625 Palm Beach Road**

**South Bay, FL**

## **II. Building Overview**

**II. BUILDING OVERVIEW**

In conducting this building inspection in compliance with all local, state and federal regulations, all suspected asbestos-containing building materials (ACBM) which were accessible to the inspector, were either sampled to confirm the actual presence of asbestos or assumed to contain asbestos. Where suspected ACBM could be examined or by review of an existing plan, if available, could be determined to exist, such materials were also tested or assumed, as appropriate.

Building areas between walls, under floors, under concrete slabs and above permanent ceilings, all of which could not be accessed, were not visually inspected nor were materials therein sampled as a part of this building inspection.

Due in fact that over 3,600 different building products are recognized as asbestos-containing building materials, it cannot be said that all such products, which may be included in the subject building, have or could be identified. Due in fact that asbestos is an ingredient within a product and can be unevenly distributed, Gaudet Associates, Inc. cannot accept responsibility for the sample results and only reports said results as received by the accredited laboratory.

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**625 Palm Beach Road**

**South Bay, FL**

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**III. Laboratory Results**



# EMSL Analytical, Inc.

19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179  
Tel/Fax: (305) 650-0577 / (305) 650-0578  
http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172001823  
Customer ID: GAUD51  
Customer PO:  
Project ID:

Attention: Mike McGovern Phone: (561) 662-1133  
Gaudet Associates, Inc Fax: (561) 748-8085  
3021 Jupiter Park Circle Ste 101 Received Date: 03/18/2020 9:40 AM  
Jupiter, FL 33458 Analysis Date: 03/18/2020 - 03/19/2020  
Collected Date: 03/17/2020  
Project: 20-2045 - 625 Palm Beach Road South Bay

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2045-01 172001823-0001	C.T.	Tan/White Fibrous Heterogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
2045-02 172001823-0002	C.T.	Tan/White Fibrous Homogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
2045-03 172001823-0003	C.T.	Brown/White Fibrous Heterogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
2045-04 172001823-0004	C.T.	White/Beige Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
2045-05-Floor Tile 172001823-0005	F.T. w/ Mastic	Brown/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-05-Mastic 172001823-0005A	F.T. w/ Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
2045-06-Floor Tile 172001823-0006	F.T. w/ Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-06-Mastic 172001823-0006A	F.T. w/ Mastic	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-07-Floor Tile 172001823-0007	F.T. w/ Mastic	Brown/Beige Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
2045-07-Mastic 172001823-0007A	F.T. w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-08-Floor Tile 172001823-0008	F.T. w/ Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-08-Mastic 172001823-0008A	F.T. w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-09-Floor Tile 172001823-0009	F.T. w/ Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-09-Mastic 172001823-0009A	F.T. w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-10-Floor Tile 172001823-0010	F.T. w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-10-Mastic 172001823-0010A	F.T. w/ Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile

Initial report from: 03/19/2020 15:15:22



# EMSL Analytical, Inc.

19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179  
Tel/Fax: (305) 650-0577 / (305) 650-0578  
http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172001823  
Customer ID: GAUD51  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2045-11-Drywall 172001823-0011	Drywall System	Brown/White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-11-Joint Compound 172001823-0011A	Drywall System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-12-Drywall 172001823-0012	Drywall System	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-12-Joint Compound 172001823-0012A	Drywall System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-13-Drywall 172001823-0013	Drywall System	Brown/White Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
2045-13-Joint Compound 172001823-0013A	Drywall System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-14-Drywall 172001823-0014	Drywall System	Brown/Beige Non-Fibrous Heterogeneous	7% Cellulose <1% Glass	93% Non-fibrous (Other)	None Detected
2045-14-Joint Compound 172001823-0014A	Drywall System	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
2045-15-Drywall 172001823-0015	Drywall System	Brown/Beige Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-15-Joint Compound 172001823-0015A	Drywall System	White Non-Fibrous Homogeneous	2% Glass	98% Non-fibrous (Other)	None Detected
2045-16 172001823-0016	Duct Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-17 172001823-0017	Duct Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-18-Baseboard 172001823-0018	Vinyl Baseboard	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-18-Mastic 172001823-0018A	Vinyl Baseboard	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-19-Baseboard 172001823-0019	Vinyl Baseboard	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-19-Mastic 172001823-0019A	Vinyl Baseboard	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-20-Skfm Coat 172001823-0020	Plaster / Drywall Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/19/2020 15:15:22





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Tel/Fax: (305) 650-0577 / (305) 650-0578

http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172001823

Customer ID: GAUD51

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2045-20-Base Coat 172001823-0020A	Plaster / Drywall Ceiling	Gray Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-21-Skim Coat 172001823-0021	Plaster / Drywall Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-21-Base Coat 172001823-0021A	Plaster / Drywall Ceiling	Gray Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-22-Skim Coat 172001823-0022	Plaster / Drywall Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-22-Base Coat 172001823-0022A	Plaster / Drywall Ceiling	Gray Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-23-Skim Coat 172001823-0023	Plaster / Drywall Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-23-Base Coat 172001823-0023A	Plaster / Drywall Ceiling	Gray Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2045-24-Ceramic Tile 172001823-0024	Ceramic Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-24-Adhesive 172001823-0024A	Ceramic Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-25 172001823-0025	Ceramic Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-26 172001823-0026	Concrete Slab	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-27 172001823-0027	Concrete Slab	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-28 172001823-0028	Exterior Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-29 172001823-0029	Exterior Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-30 172001823-0030	Exterior Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-31 172001823-0031	Asphalt	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-32 172001823-0032	Asphalt	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2045-33 172001823-0033	Built-Up Roof	Black Fibrous Heterogeneous	5% Cellulose 5% Glass	90% Non-fibrous (Other)	None Detected
2045-34 172001823-0034	Built-Up Roof	Brown/Black Fibrous Heterogeneous	5% Cellulose 5% Glass	90% Non-fibrous (Other)	None Detected

Initial report from: 03/19/2020 15:15:22



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http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172001823  
Customer ID: GAUD51  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2045-35 <i>172001823-0035</i>	Flashing	Black/Silver Fibrous Heterogeneous	15% Synthetic	85% Non-fibrous (Other)	None Detected
2045-36 <i>172001823-0036</i>	Flashing	Black/Silver Non-Fibrous Homogeneous	15% Synthetic	85% Non-fibrous (Other)	None Detected
2045-37 <i>172001823-0037</i>	Door Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Carlos Barban (10)  
Mary Hamel (45)

Kimberly Wallace, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. N. Miami Beach, FL NVLAP Lab Code 200204-0

Initial report from: 03/19/2020 15:15:22

**625 Palm Beach Road**

**South Bay, FL**

**IV. Bulk Sample Log**







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**625 Palm Beach Road**

**South Bay, FL**

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**V. Asbestos Business License**



Ron DeSantis, Governor

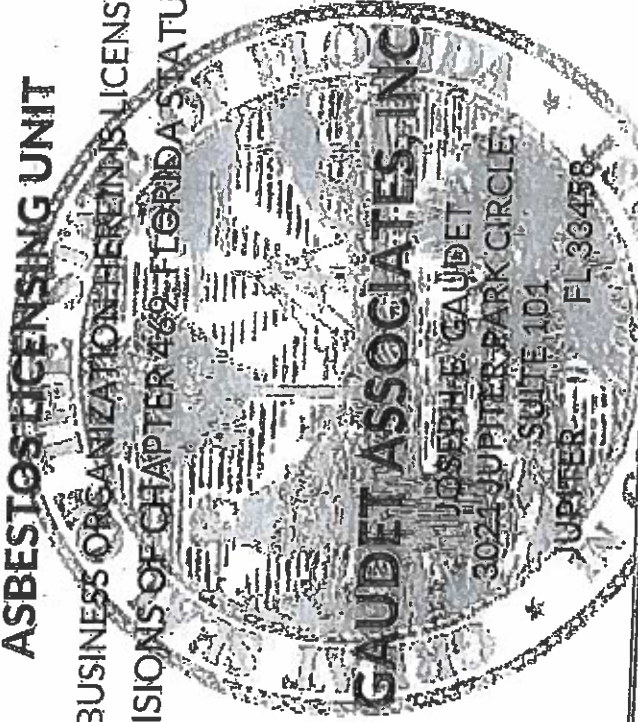
Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 462, FLORIDA STATUTES



LICENSE NUMBER: ZA0000011

EXPIRATION DATE: NOVEMBER 30, 2021

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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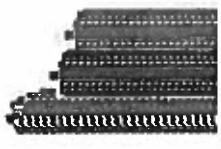


# CERTIFICATE OF TRAINING

**MIKE MCGOVERN**

HAS SUCCESSFULLY COMPLETED THE FOLLOWING COURSE  
FOR ASBESTOS ACCREDITATION UNDER TSCA TITLE II

## SURVEY & MECHANICAL SYSTEMS (INSPECTOR) REFRESHER COURSE



**Gaudet Associates, Inc.**  
Construction & Environmental Services

Conducted by:  
GAUDET Associates, Inc.  
Training Division  
3021 Jupiter Park Circle, Suite 101  
Jupiter, FL 33458  
Phone: (561) 748-3040

COURSE DATE: APRIL 15, 2019      EXPIRES: APRIL 15, 2020  
PROVIDER NUMBER: 0001217      CERTIFICATION NUMBER: SM-19-523  
COURSE NUMBER: 0002821      COURSE INSTRUCTOR:

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**625 Palm Beach Road**

**South Bay, FL**

---

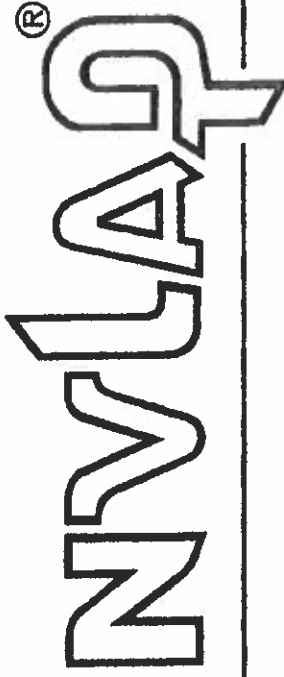
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**V1. Laboratory Accreditation**

United States Department of Commerce  
National Institute of Standards and Technology



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# Certificate of Accreditation to ISO/IEC 17025:2005

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NVLAP LAB CODE: 200204-0

**EMSL Analytical, Inc.**  
N. Miami Beach, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

## Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

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2019-04-01 through 2020-03-31  
Effective Dates

A handwritten signature in black ink, which appears to read "Peter S. Lamm".

---

For the National Voluntary Laboratory Accreditation Program



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005**

**EMSL Analytical, Inc.**  
Skylake Executive Industrial Park  
19501 N.E. 10th Ave., Bay A  
N. Miami Beach, FL 33179  
Ms. Kimberly A. Wallace  
Phone: 305-650-0577 Fax: 305-650-0578  
Email: kwallace@emsl.com  
<http://www.emsl.com>

**ASBESTOS FIBER ANALYSIS**

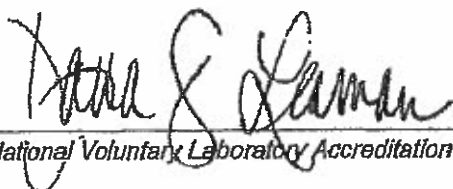
**NVLAP LAB CODE 200204-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA - 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

  
For the National Voluntary Laboratory Accreditation Program



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May 24, 2020

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

Total Solution Contractors  
CGC1516423  
3940 10th Ave suite 5A  
Lake Worth, FL 33461

**RE: 625 Palm Beach Rd. South Bay, FL 33493-Additional Site work**

Mr. Camel,

From inspection on property and preparation to demolish the unit. The project will require additional site work specifically a more intense method to remove piles, and concrete foundation systems, thus requiring additional back fill and digging of the site. I have attached change order for the additional site work for your approval.

Kind Regards,

Ryan Dobson  
President  
CGC 1516423





CONSTRUCTION CHANGE ORDER

2

Owner: City of South Bay

CHANGE ORDER NO:

Date: 3/24/2020

Project: 625 Palm Beach Rd. South Bay, FL 33493

Company

Trades: Total Solution Contractors

3940 10th Ave Suite 5A

Lake Worth Fl 33461

Telephone No: 561.629.3180

Additional Site Work

Fax:

Description	Amount
Additional Depth of Piles to be removed	
Additional Back fill, Clean fill to be at grade	
Installation of Sod or other type of material on grade	
Additional Site work	
<b>Grand Total</b>	<b>\$100,000.00</b>

	Amount
Original Contract Amount	\$70,000.00
CO 1 Amount	\$65,500.00
The Contract Sum will be increased by this CO in amount:	\$100,000.00
New Contract Sum including this CO	\$235,500.00

1

Accepted by: Leondrae D. Camel, City Manager

Total Solution Contractors  
3940 10th Ave Suite 5A  
Lake Worth Fl 33461





**ORDINANCE 01-2020**

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

**WHEREAS**, pursuant to State Law, each unit of local government is required to adopt a five (5) year update to its Ten (10) Year Water Supply Facilities Work Plan as part of the infrastructure element of its Comprehensive Plan; and

**WHEREAS**, The City's Water Supply Facilities Work Plan is to be based on the latest relevant Regional Water Supply Facilities Work Plan, which is the South Florida Water Management District's Lower East Coast Water Supply Plan; and

**WHEREAS**, local governments were given eighteen (18) months following the adoption of the regional water supply plan to prepare, update and adopt their own plans and any necessary implementing amendments to their Comprehensive Plan; and

**WHEREAS**, Section 163.3184(11)(a), Florida Statutes requires that the Comprehensive Plan be adopted by the governing body of the local government by Ordinance.

**NOW THEREFORE, BE AND IT IS HEREBY 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: Amendment to the City of South Bay Comprehensive Plan.**

The City of South Bay Comprehensive Plan is hereby amended by the adoption of a revised and updated Infrastructure element setting forth the five (5) year update to its Ten (10) Year Water Supply Facilities Work Plan, including Goals, Objectives and Policies which amendment is shown in Exhibit 'A'.

**Section 3. Public Hearing.** The City Commission of the City of South Bay, Florida held a Public Hearing at 7:00 p.m. on **January 7, 2020** in the Commission Chamber, City Hall, 335 SW 2<sup>nd</sup> Avenue, South Bay, Florida 33493.

**Section 4. Transmittal.**

The City Commission hereby authorizes the City Clerk to transmit the appropriate number of copies of this Ordinance and the City's Comprehensive Plan, as amended herein, to the State of Florida Department of Economic Opportunity and to any other governmental agency having jurisdiction with regard to the approval of same in accordance with and pursuant to Chapter 163, Florida Statutes, and to keep available copies of the Plan Amendment available for public review and examination at the City of South Bay City Hall.

**Section 5. Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

**Section 6. 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 7. Inclusion In Code.**

It is the intention of the City Commission of the City of South Bay 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 8. Effective Date.**

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

PASSED FIRST READING this 07 day of January 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: Commissioner McKelvin

Seconded by: Commissioner Berry

**VOTE:**

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

## **6.0 SANITARY SEWER, SOLID WASTE, DRAINAGE STORMWATER MANAGEMENT, POTABLE AND NATURAL GROUNDWATER AQUIFER RECHARGE**

### **6.1 GOAL, OBJECTIVES AND POLICIES**

#### **6.1.1 City Goal Statement**

Existing and needed future public facilities shall be provided and maintained in a manner to: 1) provide consistent service levels throughout the City; 2) protect public and private investments; 3) promote orderly, compact urban growth; and, 4) assure the health, safety and welfare of the City residents.

#### **6.1.2 Objectives and Policies**

**OBJECTIVE 1:** The City shall ensure through the land development approval process, at the time a building permit is issued, adequate public facility capacity is available at the time of occupancy.

**Policy 1.1:** Public facility Level of Service (LOS) standards as displayed on Table 6.6-1 shall continue to be used as the basis for estimating the availability of capacity and demand generated by a proposed development.

**Policy 1.2:** All development and/or redevelopment activities shall be undertaken in a manner consistent with Level of Service standards.

**Policy 1.3:** The Public Works Department shall continue to update facility demand and capacity information as development permits are issued.

**Policy 1.4:** Consistent with public health and safety, sanitary sewer, solid waste, ~~drainage~~ stormwater management, adequate water supplies and potable water facilities shall be in place and available to new development no later than the issuance by the City of a Certificate of Occupancy or its equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with the ~~Glades Utility Authority (GUA)~~ PBCWUD to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of the City's Certificate of Occupancy, or its functional equivalent. The City may meet the concurrency requirement for sanitary sewer through the use of on-site sewage treatment and disposal systems approved by the Department of Health to serve new development.

TABLE 6.6-1

South Bay Public Facility  
Level of Service Standards

PUBLI FACILITY

LEVEL OF SERVICE

STANDARD POTABLE WATER

Central System

Average Day Water Consumption Rate -88  
115 gallons/capita/day

~~Maximum Day Water Consumption Rate -~~  
~~140 gallons/capita/day~~

Individual Wells

115 gpcd per one individual potable well  
per platted lot.

SANITARY SEWER

Central System

Average Day Sewage Generation Rate -  
180 gallons/capita/day

Maximum Day sewage Generation Rate -  
260 gallons/capita/day

Individual System

Average Day Sewage Generation Rate -  
One (1) septic tank per lot based on minimum  
lot criteria established in Palm Beach County  
Environmental Rule #3.

The use of existing properly constructed and functioning septic tank systems within the City is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment according to State Water Quality Standards (Ch. 62-302, FAC for surface water, Ch. 62-520, FAC for groundwater and Ch. 100-6, FAC for bathing purposes) and that public health standards are endangered, septic tank systems causing the situation will be repaired or replaced.

When a sanitary sewer system becomes available to currently unsewered areas, and the current septic tank systems fail to meet State Water Quality Standards and endanger the

public health, hook-up to the central system shall be required; and the Palm Beach County LOS Standard of 100 gallons/capita/day shall be the standard implemented.

STORMWATER MANAGEMENT

DESIGN STORM

Three year frequency, 24 hour duration (one day); Rainfall intensity curve, as established by the Lake

TRANSPORTATION (Roads)

Urban Major Arterials - LOS Standard C  
Collectors - LOS Standard C

RECREATION AND OPEN SPACE

STANDARD

Neighborhood Park  
Community Park

2.5 acres/1000 pop.  
2.5 acres/1000 pop.

SOURCE: City of South Bay Comprehensive Plan, as amended, ~~1998~~ 2011.

**OBJECTIVE 2:** The City shall maintain a five-year schedule of capital improvements needs, to be updated annually, in conformance with the CAPITAL IMPROVEMENTS element. Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

**Policy 2.1:** Existing and potential deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - ~~Continue to complete programmed improvements to the collection system, on an annual basis, as a part of the Capital Expenditures Program within the Utility Fund. Upgrade and/or replace existing lines and components as necessary to maintain the sewer system in good operating order. Any capital improvements projected to the Palm Beach County central sewer system shall be listed and identified in the City's Schedule of Improvements contained within Capital Improvements Element of the Comprehensive Plan.~~

Solid Waste - Consider a program for centralized collection of recyclable wastes and toxic household and commercial wastes that are not currently being collected.

Drainage Stormwater Management - ~~Determine the feasibility of initiating an engineering study oriented to refilling level of service (LOS) standards and defining needed improvements, means of monitoring the efficiency of the system.~~ As Institute a program of annual inspections of the drainage system as a means of monitoring the efficiency of the system. Results of the inspections and other general assessments of the drainage system serving. South Bay shall be identified as required in its Annual NPDES Report. Any deficiencies requiring upgrades or new capital improvements shall be reflected, as appropriate, in the 5-Year Schedule of Improvements.

~~Potable Water - Continue to complete programmed improvements to the potable water system, on an as needed basis, as part of the Capital Expenditures Program within the Utility Fund. Any capital improvements projected to the City of South Bay Palm Beach County central potable water system shall be listed and identified in the City's Schedules of Improvements contained within this CIE.~~

~~Groundwater Recharge - Support, cooperate and coordinate with the Palm Beach County Environmental Resource Management Department in their efforts to protect the quality of the County's groundwater supply.~~

Policy 2.2: The City Commission shall evaluate and rank capital improvement projects proposed for inclusion in the five-year schedule of needs during the City's annual budgetary process, and shall update the five-year Schedule of Capital Improvements accordingly.

Policy 2.3: Proposed capital improvement projects will be evaluated and ranked according to the following suggested priority level guidelines:

Level One - whether the project is needed to protect public health and safety in order to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.

Level Two - whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas currently lacking service or promotes in-fill development.

Level Three - whether the project represents a logical extension of facilities and services within a designated City Planning Area.

**OBJECTIVE 3:** The City of South Bay shall continue to provide solid waste collection services and drainage services to meet existing and projected future demands.

Policy 3.1: The basic solid waste collection service policy shall consist of the following components:

1. Maintain the existing level of collection service for the residents of the City with a system that ensures the lowest possible cost to South Bay's residents relative to the highest level of service.
2. Oversee the collection of wastes of commercial and industrial establishments presently collected by private haulers in order to assure uninterrupted services and the maintenance of sanitary conditions at all times.
3. Continue to coordinate with the Solid Waste Authority of Palm Beach County in analyzing the efficiency of collection routes in the South Bay area.
4. Maintain a public information service in order to keep citizens of the City aware of collection schedules and placement of refuse containers, yard clippings and other special wastes for collection.



5. Maintain regulations which should address, but not be limited to, the location of containers and other solid waste to be collected, requirements for residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations to avoid health hazards from solid waste being scattered about.
6. Maintain a regular service program for all vehicles and equipment used in the collection service in order to minimize breakdown which may result in interruption of service schedules.

**OBJECTIVE 4:** The Palm Beach County Solid Waste Authority shall continue to provide waste disposal services to the City of South Bay to meet existing and projected demands.

**Policy 4.1:** Maintain a liaison with the Solid Waste Authority of Palm Beach County in order to ensure the City's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.

**Policy 4.2:** Continue to participate in the Palm Beach County Solid Waste Authority's resource recovery program.

**OBJECTIVE 5:** The ~~City of South Bay~~ **PBCWUD** shall continue to operate sanitary sewer transmission services, and complete potable water distribution services to meet existing and projected future demands within the corporate limits.

**Policy 5.1:** Maintain the ~~same~~ adopted level of service for the residents of the City as adopted by PBC for potable water and sanitary sewer services.

**Policy 5.2:** Perform periodic monitoring of rate structure so that the lowest possible cost results to City residents.

**Policy 5.3:** ~~Maintain the established inspection program of both the sewer transmission lines and water distribution lines in order to monitor and correct leaks due to the tendency of the underground lines to float as a result of the instability of the organic soils.~~

**OBJECTIVE 6:** City stormwater drainage regulations, incorporated within the Land Development Code shall provide for protection of natural drainage features and ensure that future development utilizes functions of said features.

**Policy 6.1:** The City shall remain abreast of new stormwater requirements as promulgated by the State and the South Florida Water Management District and shall revise local policies and regulations, to remain consistent with new requirements.

**Policy 6.2:** Protect and preserve water quality by use of construction Best Management Practices (BMPs) and the incorporation of techniques such as on-site retention, use of pervious surface and native vegetation.



Policy 6.3: The City shall comply with the rules adopted to implement the Lake Okeechobee SWIM Plan and shall revise local policies and regulations accordingly.

Policy 6.4: The City shall cooperate with the South Shore Drainage District, the South Florida Conservancy, the South Florida Water Management District and the Everglades Agricultural Area Taxing District in the assessment of water quality and quantity impacts associated with the City's drainage system. The City shall also formally consider all recommendations provided to it by either of the above entities or other local and State agencies for the improvement of drainage operations and regulations.

**OBJECTIVE 7:** The City shall actively participate in potable water supply, water conservation and water reuse programs of the Palm Beach Water Utilities Department (PBCWUD) and the South Florida Water Management District, both on an on-going and an emergency basis.

Policy 7.1: The City shall coordinate with the SFWMD and SSDD to insure that adequate access to drainage canals is provided during review of applications for new development. No structure that would obstruct reasonable access to canals shall be constructed.

Policy 7.2: In accordance with Section 163.3202, F.S., the City shall adopt new or amended plats to dedicate to drainage districts or water management district right-of-way or easements as may be necessary to facilitate reasonable access, or over, drainage control banks that may be present within the area to be platted. Prior to new or amended plat approval, the City shall request the drainage districts or water management district, as appropriate, to review the plats for additional easements as deemed necessary for the efficient operation and maintenance of the district drainage system.

Policy 7.3: The City shall promote the use of low volume fixtures when receiving building permit applications.

Policy 7.4 3: The City shall implement and enforce Water Shortage Emergency Provisions established under Chapter 40E-21, Florida Administrative Code upon declaration of a water shortage emergency by the South Florida Water Management District.

Policy 7.5 4: ~~SFWMD xeriscape~~ Florida Friendly Landscaping practices shall be encouraged by the City when considering all proposals for development/re-development.

Policy 7.6 5: Cooperate and coordinate with ~~GUA~~ PBCWUD and the SFWMD in the preparation and updates to their Water Supply Plans to ensure appropriate input of data and information pertinent to those Plans.

Policy 7.7 6: ~~At the time of each required Evaluation and Appraisal Report~~ Every 5 years, the City shall incorporate necessary 10-Year Water Supply Plan updates and directives enacted by the SFWMD.

Policy 7.8 7: Consider revising potable water level of service (LOS) standards to include residential and non-residential categories.

Policy 7.9 8: Coordinate with SFWMD ~~toward implementation~~ to implement the Mandatory Year-Round Landscape Irrigation Conservation Measures as identified in 40E-24, Florida Administrative Code; particularly, those measures and issues pertaining to local governments and the requirements of Palm Beach County Water Utility Department.

**OBJECTIVE 8:** The City shall continue to support the implementation of existing recycling programs and investigate alternative programs that may be implemented in order to reduce the solid waste disposed in sanitary landfills.

Policy 8.1: Continue to participate in the preparation and implementation of a County-wide solid waste reduction and recycling program.

**OBJECTIVE 9:** Coordinate the provisions of drainage facilities with the, the South Shore Drainage District, South Florida Conservancy District, South Florida Water Management District which comply with all applicable regulations and which meet the needs of current and future residents of South Bay.

Policy 9.1: The basic drainage policy consists of the following components:

1. Continue routing maintenance of catch basins and outfalls as a means of maximizing drainage capacity.
2. Adopt and maintain Land Development Regulations to regulate swale plantings and sodding.
3. Continue to budget for and complete improvements to the local drainage system on an annual basis.
4. Protect environmentally sensitive areas by controlling adjacent activities.
5. Require use of vegetation, mulches and berms for control of pollutants from construction sites.
6. Prepare and update annually a schedule plan to be used as a basis for defining necessary maintenance operations for incorporation into the 5-Year Schedule of Capital Improvements as adopted annually during the City's budgetary review process.
7. The City shall utilize all monitoring, reporting and maintenance activities required by the NPDES, permit as one basis for evaluating needed stormwater management improvements during annual review of the Capital Improvements Element.

**OBJECTIVE 10:** The City shall adopt and maintain a ten (10) Year Water Supply Facilities Work Plan

**Policy 10.1:** The "Ten. (10) Year Water Supply Facilities Work Plan" shall be adopted as part of, this SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE element of the City of South Bay Comprehensive Plan. The City shall amend this Comprehensive Plan and 10-Year Water Supply Facilities Work Plan within eighteen (18) months of a South Florida Water Management District regional water plan update when approved by their governing board.

**City of South Bay "Ten (10) Year Water Supply Facilities Work Plan"**

This section of the SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE element represents the "Ten (10) Year Water Supply Facilities Work Plan (WSFWP)" for the City of South Bay.

As previously stated, the South Florida Water Management District (SFWMD) adopted the Lower East Coast Regional Water Supply Plan update on ~~November 8, 2018~~ ~~February 15, 2007~~. Per Section 163.3117 (c), Florida Statutes,, municipalities and water suppliers must adopt a related Water Supply Facilities Work. Plan (WSFWP) and supportive amendments to their comprehensive plans by ~~May 8, 2020~~ ~~August 15, 2008~~.

Municipalities and local suppliers are required to coordinate with the SFWMD in the preparation of their WSFWP, in order to identify needed facilities for at least the ten (10) year planning period, confirming, that (1) adequate water supply is available, considering the regional water supply plan: and, (2) infrastructure plans necessary to serve projected need have been prepared.

Specifically, WSFWP comprehensive plan, amendments must:

- Demonstrate that the local government has coordinated with the appropriate water management district's regional water supply plan.
- Ensure that the local government's future land use plan is based upon the availability of adequate water supplies and public facilities and services.
- Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government issues a certificate of occupancy and consult with the applicable water supplier prior to approving a building permit to determine whether adequate water supplies will be available to serve new development by the anticipated issuance date of the certificate of occupancy.
- Revise the five-year schedule of capital improvements to include any water supply, reuse and conservation projects and programs to be implemented during the five (5) year period.
- Revise the Conservation Element to assess projected water needs and sources for at least a ten (10) year planning period considering the appropriate regional water supply plan.
- To maintain internal consistency, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the regional water supply plan and regional water supply authorities.
- Clearly define responsibilities for planning, financing, construction and/or operation of the water supply facilities by all entities providing service within its jurisdiction, regardless of ownership responsibility for the individual facilities, including: (1) water supply source, service areas, estimating demands and future projects: (2) treatment types and losses: (3) distribution facilities: and, (4) bulk sales agreements.

~~The City of South Bay owns, operates and maintains its central potable water distribution system lines. However, water treatment is provided by PBCWUD at the Lake Region Water Treatment Plant, a regional water treatment facility located in Belle Glade. This regional facility also serves the Cities of Belle Glade and Pahokee. Potable water supply and service are provided to South Bay by PBCWUD officially via the "Agreement Between Palm Beach County and the City of South Bay for the Provision of Bulk Water Service" (Agreement attached to this Comprehensive Plan as an Appendix). Per Section 10. Agreement to Serve of this Agreement, the "County agrees to continuously provide Potable Water service to BUYER from the Commencement of Permanent Service through the term of this Agreement in an amount not to exceed one and one half (1.5) million gallons Per day Peak Instantaneous Flow..." Instantaneous flow reservations in the LRWTP for the Cities of Belle Glade and Pahokee are seven and one half (7.5) million gallons per day, respectively, resulting in an initial LRWTP capacity sizing of ten (10) million gallons per day. The City of South Bay continues to assume the responsibility of direct billing to customers.~~

There are no bulk water agreements between the City and PBCWUD. The City, by Ordinance, authorizes and consents that the PBCWUD shall be the service provider and that the Utility shall undertake water improvement projects within the municipal boundaries of South Bay. It is agreed in this Ordinance that all water supply projects shall be funded through special assessments and services provided according to the fee schedule imposed by Palm Beach County. In the accomplishment of said projects, the City shall render no financial or technical assistance. Local distribution systems in new projects are initially installed by individual developers who, upon completion, relinquish them to the PBCWUD for ownership, operation and maintenance purposes.

There are no public water wellfields, or treatment and/or storage facilities located within the City of South Bay municipal boundaries. Therefore, there are no "cones of influence" from public water wellfields that must be considered by the City in the distribution and types of land use applied in South Bay.

As part of the site plan review and land development processes, the City requires developers to coordinate with the PBCWUD City-central potable water system being proposed for new developments. This is required to provide assurance that minimum level of service for potable water is maintained.

All of South Bay's population is currently served by the PBCWUD City-central potable water distribution system. All of the City's population utilizes the central potable water system. The entire City of South Bay lies within the PBCWUD service area. Maps of the PBCWUD service area are contained within the County's 2-Year Water Supply Plan.

The following regional issues are identified in the 2018 SFWMD Lower East Coast Water Supply Facilities Work Plan: 1) Fresh water and groundwater are limited; further withdrawals could have impacts on the regional wetlands, existing legal issues and salt water intrusion. As a result, additional alternative water supplies need to be developed; 2) Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Area RAA criteria; 3) Construction of additional storage systems (e.g. reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee; 4) Expand use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law; and, 5) Expand use of brackish groundwater from the Floridan aquifer system that requires careful planning and wellfield management to prevent undesirable changes in water quality. These issues are primarily relevant to the Palm Beach Water Utility Department as the Town's water supplier. Various conservation techniques are implemented by the Town through Policies adopted in this Comprehensive Plan and through land development regulations.



## Water Supply Demand Projections

~~The City's potable water Level of Service (LOS) standard adopted in its Comprehensive Plan is 88 115 gallons/capita/day (gpcd) for Average Day Water Consumption and 140 gpcd for Maximum Day Water Consumption. Both the Average Day and Maximum Day Water Consumption LOS standards are analyzed to estimate current demands and to project future potable water demands within the corporate limits of South Bay. Since the City has adopted the same LOS standard as PBCWUD, it is the appropriate standard for projecting water demand within the corporate limits of South Bay, including the self-served population. The City of South Bay should work with PBCWUD in developing residential and non-residential LOS standards in the future to more accurately estimate and project potable water use and needs. The current and projected water needs of South Bay are based on a couple of assumptions: (1) Both the Average Day Water Consumption and Maximum Day Water Consumption LOS standards adopted in the City of South Bay Comprehensive Plan will be maintained throughout the 10-Year planning period; and, (2) all properties in South Bay will continue utilizing the PBCWUD central potable water supply system.~~

~~Current potable water demand for the City of South Bay is based on the University of Florida Bureau of Economic and Business Research (BEBR) population estimates 2018 estimated resident population utilized by PBCWUD which is accepted by the City for their current estimates. The 2008 BEBR resident population for the City of south Bay is estimated at 4702. The City's current potable water demand, then, based on the Average Day Water Consumption LOS standard is calculated at 413,776 gallons per day (4702 resident population X 88 gpcd + 413,776 gpcd). Therefore, the current total potable water demand generated in South Bay is calculated at 595,010 gallons per day (5174 total resident population X 115 gpcd = 595,010 gpd); all of which will be demanded of the PBCWUD central system.~~

~~The City of South Bay future potable water needs are calculated using population projections prepared for the updated PBC Water Supply Plan. The population projected for South Bay in 2030, as established in the PBC Water Supply Plan, is estimated at 5951. Projected potable water needs in South Bay is based on the assumption that the 115 gpcd LOS adopted in the Palm Beach County Comprehensive Plan and the City of South Bay Comprehensive Plan will be maintained throughout the 10-Year planning period.~~

~~Based on the City's population projections and on the assumptions stated above, the projected potable water needs for the 10-Year planning period will be 684,365 gpd (5951 resident population X 115 gpcd projected population = 684,365 gpd); all of which will be demanded of the PBCWUD central system.~~

~~Through Interlocal Agreement with PBCWUD, the City of South Bay is allocated 1.5 MGD (million gallons per day) from the County's total water supply per its most current 20-Year Consumptive Use Permit. Therefore, the City's potable water demands will meet today's demand as well as the City's demand in 2030.~~

~~(TABLE 6.6-2 and 6.6-3 are Deleted in this update)~~

~~The City uses the 2008 BEBR population estimate as a baseline for calculating its 10-year population projection. The city assumes a 1% average annual increase to its population in the short term (5-year) planning period and a 2% average annual population increase in the second 5-year resulting in a projected resident population of 5402 in 2018. By utilizing the same Average Day Water Consumption LOS standard of 88 gpcd, the projected City potable water demands in 2018 is calculated at 475,376 gpd (5402 resident population X 88 gpcd = 475,376 gpd). Both the current and 10-year projected City of South Bay potable water demands, based on Average Day Water Consumption, are well within the 1.5 MGD allocated to the City per the Interlocal Agreement with Palm Beach County cited above. Even when analyzing the Maximum Day Water Consumption demands of the City, it is revealed that both current and 10-year projected demands will be met: 2008 Maximum Day Water Consumption – 658,280 gpd (4702 resident population X 140 gpcd = 658,280 gpd); and, 2018 Maximum Day Water Consumption – 756,280 gpd (5402 resident population X 140 gpcd = 756,280 gpd).~~

~~The resident population estimate utilized by PBCWUD for 2008 in its 20-Year Water Supply Facilities Work Plan~~

~~is higher than than that used by the City (BEER's 2008 estimate). Palm Beach County estimates South Bay's 2008 resident population at 4844. The current total potable water demand for South Bay as calculated by the County, and as based on the Average Day Water Consumption LOS standards, is calculated at 426,272 gallons per day (e.g. 4844 resident population X 88 gped = 426,272 gpd). The County population projections only extend to year 2017 where the resident population of South Bay is projected at 5800. The projected water demand for 2017 is estimated at 510,400 gpd (5800 resident population X 88 gped = 510,400 gpd). The 2018 resident population estimate is not expected to be significantly higher than the 2017 estimate. Both the current and 10-year projected City of South Bay Average Day Water Consumption potable water demands, as calculated from the County estimates and projections, are also well within the 1.5 MGD allocated to South Bay per the Interlocal Agreement. When analyzing the Maximum Day Water Consumption demands of the City by using the County's estimates, it is also revealed that both the current and 10-year projected water demands will be met: 2008 Maximum Day Water Consumption - 678,160 gpd (4844 resident population X 140 gped = 678,160 gpd); and, 2017 Maximum Day Water Consumption - 812,000 gpd (5800 resident population X 140 gped = 812,000 gpd). TABLE 6.6-2 identifies population estimates and projections from the Palm Beach County 20-Year Water Supply Facilities Work Plan for South Bay and the Glades area.~~

### **Water Supply Source and Project Identification**

~~As previously identified, central potable water supply is provided to the City of South Bay by PBCWUD. The City has no financial responsibility for maintaining the distribution lines and system serving South Bay. Therefore, the City has no scheduled capital improvements to the central water system projected in either the, short term (5-Year) or long term, 10-Year) planning periods; however, the PBCWUD should keep the City informed of capital projects scheduled within the City limits. this situation will be monitored annually and reported in its Comprehensive Plan as part of the annual Capital Improvements Element (CIE) update requirements of State planning law. As reflected in the Palm Beach County's current 20 Year Water Supply Plan and under their current Consumptive Use Permit (CUP), all traditional alternative, conservation and re-use projects are identified. TABLES 6.6-3 and 6.6-4 presented herein contain information extracted from the County's 20-year Plan that identifies water supply, sources and projects.~~

Since the City of South Bay is part of the PBCWUD service area and is guaranteed 1.5 MGD from PBCWUD by Interlocal Agreement, it is concluded that the water supply allocations granted by Palm Beach County to South Bay will be adequate to serve the projected demands of the City. It is further concluded from these water supply projections and projected water supply needs that the City's future land use mix is feasible. The City should continue to coordinate with PBCWUD in preparing population estimates and forecasts, as well as coordinating water-related issues and/or land use changes.

(TABLE 6.6-4 is Deleted in the update).

### **Comprehensive Plan Element Updates**

Potable water supply, urban water conservation and reuse are all stressed as important issues of the SFWMD Lower East Coast Water Supply Plan and individual Water Supply Facilities Plans. The following OBJECTIVES and Policies are either contained in or proposed for inclusion in this Comprehensive Plan. They are pertinent to., and directly relate to, the water supply, conservation and reuse issues. They are identified by Comprehensive Plan element herein.

### **FUTURE LAND USE**

Policy 4.2: The City shall coordinate with Palm Beach County Water Utilities Department (PTCWUD) to review all future proposed land use change applications to ensure the availability of adequate water supplies.

Policy 4.3: The City shall include PBCWUD in the site plan review and land development process of all proposed development subject to these processes to ensure that water supplies are available to service that development

**SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE**

Policy 1.4: Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the City of a Certificate of Occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with ~~Glades Utility Authority (GUA)~~ PBCWUD to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the City's Certificate of Occupancy or its functional equivalent. The City may meet the concurrency requirement for sanitary sewer through the use of on-site sewage treatment and disposal systems approved by the Department of Health to serve new development.

OBJECTIVE 7: The City shall actively participate in potable water supply, water conservation and water reuse programs of the Palm Beach county Water Utilities Department (PBCWUD) and South Florida Water Management District, both on an on-going and an emergency basis.

Policy 7.3: The City shall promote the use of low volume fixtures when reviewing all building permit applications.

Policy 7.4 3: The City shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District'

Policy 7.5 4: ~~SFWMD xeriscape~~ Florida Friendly Landscaping practices shall be encouraged by the City when considering all proposals for development and/or redevelopment.

Policy 7.6 5: Cooperate and coordinate with ~~GUA~~ PBCWUD and the SFWMD in the preparation and updates to their Water Supply Plans to ensure appropriate input of data and information pertinent to those Plans.

Policy 7.7 6: ~~At the time of each required evaluation and Appraisal Report (EAR)~~ Every 5 years the City shall incorporate necessary 10-Year Water Supply Plan directives enacted by PBCWUD and the SFWMD.

Policy 7.8 7: Consider revising potable water level of service (LOS) standard to include residential and non-residential categories.

Policy 7.9 8: ~~Coordinate with SFWMD toward implementation to implement~~ Adopt by reference the County's implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures (Section 3.7) as identified in 40E-24, Florida Administrative Code; particularly, these measures and issues pertaining to local governments and the requirements of Palm Beach County Water Utility Department.

OBJECTIVE 10: The City shall adopt and maintain a Ten (10) Year Water Supply Facilities Work Plan.

Policy 10.1: The "Ten (10) Year Water Supply Facilities Work Plan" shall be adopted as a part of this SANITARY SEWER, SOLID WASTE, STORMWATER. MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE element of the City of South Bay Comprehensive Plan. The City shall amend this Comprehensive Plan and 10-year water supply plan within eighteen (18) months of a South Florida Water Management District regional water plan update when approved by their governing board.



## **CONSERVATION**

**OBJECTIVE 2:** Preserve potable water supplies.

**Policy 2.1:** Support programs developed by the South Florida Water Management District oriented to reducing nutrient levels in Lake Okeechobee.

**Policy 2.2:** Participate in the formulation and coordinate in the implementation of potable water conservation programs developed by PBCWUD as part of its 20-Year Water Supply Plan and Consumptive Use Permit.

**Policy 2.3:** Promote and institute, where practical, water conservation techniques and programs in cooperation with the SFWMD and other appropriate agencies

**Policy 2.4:** Continue to coordinate with the SFWMD in the conservation of potable water supplies during times of declared water shortages, or water shortage emergencies, by participating in the District's Water Shortage Plan.

**Policy 2.5:** Cooperate with PBCWUD in the development and implementation of water reuse programs, to the extent that they are applicable to South Bay.

## **INTERGOVERNMENTAL COORDINATION**

**OBJECTIVE 1:** Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board and current service providers

**Policy 1.10:** Require all applicants for development approval to procure written confirmation of availability of potable water service prior to the issuance of a building permit.

**Policy 1.11:** ~~At the time of each required EAR,~~ Every 5 years confirm the availability of potable water service consistent with the SFWMD Water Supply Plan and the PBCWUD 20-Year Water Supply Facilities Plan.

**Policy 1.12:** The City shall request PBCWUD to provide assurances that there will be adequate potable water supply allocations available to meet future projected growth and development in South Bay either through interlocal agreement, Ordinance, or other effective means.

**Policy 1.13:** Require coordination of the City of South Bay "10-Year Water Supply Facilities Work Plan" with the Palm Beach County 20-Year Water Supply Plan and the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and future updates to these Plans

## **CAPITAL IMPROVEMENTS**

The purpose of the Capital Improvements element and the short range (5-Year) and long range (10-Year) Schedules of Improvements are to identify the capital improvements necessary to implement the Comprehensive Plan and ensure that adopted LOS standards are achieved and maintained for concurrency-related facilities (e.g. sanitary, solid waste, stormwater management, potable water, transportation, recreation and open space and schools). If LOS standards cannot be met, the local government must deny applications for development orders and permits until the deficiency is addressed. The Schedules of

Improvements must address deficiencies and be financially feasible. ~~As previously revealed there are no capital improvements to the potable water distribution system identified within the short (5-Year) and long~~



~~range (10-Year) planning periods; therefore, none appear in the short and long range CIE Schedules of Improvements.~~

The City of South Bay Comprehensive Plan Capital Improvements Element (CIE) must be updated annually per state planning requirements. If the City identifies any notable water supply capital improvements projects in the future which are located within South Bay, the appropriate Schedule of Improvements must be updated to reflect those improvements :even if there is no cost to be borne by the City.



**City of South Bay**

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**Commission**

Joe Kyles Sr.  
 Mayor

Betty Barnard  
 Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel  
 City Manager

City Clerk  
 Natalie Malone

Bernadette Norris-Weeks  
 City Attorney

"An equal Opportunity  
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners  
 From: Massih Saadatmand, Finance Director  
 Thru: Mr. Leondrae Camel, City Manager  
 Date: April 15, 2020  
 Ref: Weekly check register

Enclosed, please find the summary of check register as of April 15, 2020:

General Fund

• Utility:		
Comcast	\$	1,546.58
PBC Water Utility		3,227.04
FPL		11,561.77
• Bank of America		77.90
• FL Municipal Insurance Trust		19,898.50
• PBC Sheriff Office		18,657.42
• Meridian Point Consulting		10,000.00
• United Health		13,708.73
• Cap Government		3,883.75
• Harvey, Covington & Thomas (HCT)		5,000.00
• Total Solution		79,000.00
• Marriott Wardman Park Hotel		5,499.20
• LORE		5,000.00
• Ford Motor Credit		1,768.20
• Marathon		1,367.27
• Deposit refund		1,027.80 *
• Purchased of supplies, materials and parts		2,358.65 A
• Payment for various services		8,582.89 B
• Payroll deductions		5,083.41 C
• Other		3,811.84 D
		<hr/>
	Total	\$ 201,060.95

Capital Project

Carbon Design Architect	\$	97,212.50
		<hr/>
		97,212.50

Sanitation Fund

Waste Management	\$	57,666.97
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## AP Check Register Report City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12510	AFLAC	AFLAC	04/02/2020	1,845.76	C
12511	ALLY	ALLY	04/02/2020	725.70	B
12512	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	04/02/2020	1,355.25	C
12513	COMCAST	COMCAST	04/02/2020	280.82	
12514	EVERGLADES TRADING	EVERGLADES TRADING	04/02/2020	51.00	A
12515	FEDERAL EXPRESS	FEDERAL EXPRESS	04/02/2020	73.55	B
12516	FPL	FPL	04/02/2020	5,778.30	
12517	IAMAW	IAMAW	04/02/2020	413.00	C
12518	JLH ASSOCIATES	JLH ASSOCIATES	04/02/2020	500.00	B
12519	LAKE HARDWARE	LAKE HARDWARE	04/02/2020	16.19	A
12520	LIBERTY NATIONAL	LIBERTY NATIONAL	04/02/2020	536.52	C
12521	MUTUAL OF OMAHA	MUTUAL OF OMAHA	04/02/2020	314.52	D
12522	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	04/02/2020	1,691.55	
12523	PERFORMANCE NAPA	PERFORMANCE NAPA	04/02/2020	70.92	A
12524	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	04/02/2020	654.23	C
12525	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	04/02/2020	59,000.00	
12526	UNITED HEALTH CARE	UHS PREMIUM BILLING	04/02/2020	13,708.73	
12527	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	04/02/2020	203.37	D
12528	WALMART COMMUNITY	WAL-MART COMMUNITY	04/02/2020	117.75	A
12529	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	04/02/2020	239.84	C
				<b>Non-Electronic Transactions:</b>	97,377.00
				<b>Total Transactions:</b>	97,377.00

# AP Check Register Report

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12501	BANK OF AMERICA, NA	BANK OF AMERICA	03/28/2020	77.90
12502	BOARD OF COUNTY	BOARD OF COUNTY COMMISSIONERS	03/28/2020	75.00 <sup>D</sup>
12503	CAP GOVERNMENT	CAP GOVERNMENT	03/26/2020	1,917.50
12504	CLARKE	CLARKE	03/26/2020	604.79
12505	COMCAST	COMCAST	03/26/2020	213.30
12506	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	03/26/2020	95.80 <sup>A</sup>
12507	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	03/26/2020	22.50 <sup>L</sup>
12508	UNITED FIRE PROTECTIC	UNITED FIRE PROTECTION, INC.	03/26/2020	250.00 <sup>B</sup>
12509	XEROX CORP	XEROX CORPORATION	03/26/2020	354.59 <sup>L</sup>
<b>Non-Electronic Transactions:</b>				<b>3,611.38</b>
<b>Total Transactions:</b>				<b>3,611.38</b>

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12500		TOTAL SOLUTION CONTR TOTAL SOLUTION CONTRACTORS, INC	03/23/2020	10,000.00
Non-Electronic Transactions:				10,000.00
Total Transactions:				10,000.00

# AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12481	AT&T MOBILITY	AT&T MOBILITY -ROC	03/19/2020	0.84	B
12482	CAP GOVERNMENT	CAP GOVERNMENT	03/19/2020	1,966.25	
12483	CITY OF BELLE GLADE	CITY OF BELLE GLADE	03/19/2020	152.64	D
12484	COMCAST	COMCAST	03/19/2020	121.36	
12485	COMCAST BUSINESS	COMCAST	03/19/2020	650.28	
12486	DONACIANO VILLARREAL	DONACIANO VILLARREAL	03/19/2020	150.00	X
12487	FEDERAL EXPRESS	FEDERAL EXPRESS	03/19/2020	156.64	B
12488	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	03/19/2020	19,898.50	
12489	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	03/19/2020	899.74	
12490	HCT	HARVEY, COVINGTON & THOMAS	03/19/2020	5,000.00	
12491	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	03/19/2020	102.21	A
12492	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	03/19/2020	498.63	B
12493	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	03/19/2020	1,666.66	
12494	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	03/19/2020	18,657.42	
12495	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	03/19/2020	499.00	B
12496	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	03/19/2020	130.00	C
12497	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	03/19/2020	480.00	B
12498	STITCH WORK PLUS	STITCH WORK PLUS	03/19/2020	9.50	
12499	VRC	VRC	03/19/2020	330.23	L
				<b>Non-Electronic Transactions:</b>	51,367.90
				<b>Total Transactions:</b>	51,367.90

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
PAID ONLINE-31320	T-MOBILE	T-MOBILE	03/13/2020	105.09
Non-Electronic Transactions:				105.09
Total Transactions:				105.09

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## City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12468	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	03/12/2020	199.84	A
12469	CHRISTOPHER E. BENJA	CHRISTOPHER E. BENJAMIN	03/12/2020	495.00	B
<del>12470</del>	<del>CITY OF BELLE GLADE</del>	<del>CITY OF BELLE GLADE</del>	<del>03/12/2020</del>	<del>292.64</del>	Void
12471	CLARKE	CLARKE	03/12/2020	356.01	
12472	ECONO SIGNS	ECONO SIGNS	03/12/2020	730.28	A
12473	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	03/12/2020	55.50	J
12474	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	03/12/2020	868.46	
12475	KELLY TRACTOR	KELLY TRACTOR	03/12/2020	264.00	B
12476	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	03/12/2020	85.87	A
12477	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	03/12/2020	413.76	L
12478	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	03/12/2020	298.44	D
12479	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	03/12/2020	299.00	B
12480	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	03/12/2020	181.39	A
				Non-Electronic Transactions:	4,450.19
				Total Transactions:	4,450.19

4,247.55



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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12467		MERIDIAN POINT CONSUI MERIDIAN POINT CONSULTING LLC	03/06/2020	10,000.00
<b>Non-Electronic Transactions:</b>				10,000.00
<b>Total Transactions:</b>				10,000.00

# AP Check Register Report

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12449	ALLY	ALLY	03/06/2020	725.70	B
12450	COMCAST	COMCAST	03/06/2020	280.82	
12451	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	03/06/2020	65.00	A
12452	FEDERAL EXPRESS	FEDERAL EXPRESS	03/06/2020	47.96	B
12453	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	03/06/2020	750.00	D
12454	FLORIDA PUBLIC HUMAN	FLORIDA PUBLIC HUMAN RESOURCES ASSOCIATIO	03/06/2020	550.00	J
12456	FPL	FPL	03/06/2020	5,783.47	
12457	GLORIA WILSON	GLORIA WILSON	03/06/2020	727.80	*
12458	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	03/06/2020	94.00	B
12459	LA QUINTA INN & SUITES	LA QUINTA INN & SUITES TAMPA	03/06/2020	538.90	D
12460	LYONS PRINTING	LYONS PRINTING	03/06/2020	48.00	B
12461	MARATHON/MEX BANK	WEX BANK	03/06/2020	1,367.27	
12462	NATOYA MCKENZIE	NATOYA MCKENZIE	03/06/2020	150.00	*
12463	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	03/06/2020	108.81	C
12464	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	03/06/2020	1,535.49	
12465	PERFORMANCE NAPA	PERFORMANCE NAPA	03/06/2020	150.64	A
12466	PHALONDRIA FELTON	PHALONDRIA FELTON	03/06/2020	227.00	D
<b>Non-Electronic Transactions:</b>				13,150.86	
<b>Total Transactions:</b>				13,150.86	

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12448	JOHN WILSON	JOHN WILSON	03/03/2020	269.00
<b>Non-Electronic Transactions:</b>				269.00
<b>Total Transactions:</b>				269.00

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12444	BETTY BARNARD	BETTY BARNARD	03/03/2020	197.00
12445	JOE KYLES	JOE KYLES	03/03/2020	235.97
12446	LORE ALLIANCE OF PBC	LAKE OKEECHOBEE REGIONAL ECONOMIC	03/03/2020	5,000.00
12447	MARRIOTT WARDMAN PA	MARRIOTT WARDMAN PARK HOTEL	03/03/2020	5,499.20
<b>Non-Electronic Transactions:</b>				10,932.17
<b>Total Transactions:</b>				10,932.17

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
180		CARBON DESIGN & ARCH CARBON DESIGN & ARCHITECTURE	03/06/2020	97,212.50
Non-Electronic Transactions:				97,212.50
Total Transactions:				97,212.50

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
211	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	03/06/2020	21,723.24
Non-Electronic Transactions:				21,723.24
Total Transactions:				21,723.24

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
212	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	03/17/2020	11,139.64
Non-Electronic Transactions:				11,139.64
Total Transactions:				11,139.64

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
213	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	03/26/2020	24,804.09
Non-Electronic Transactions:				24,804.09
Total Transactions:				24,804.09