

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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
TUESDAY JANUARY 07, 2020

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY JANUARY 07, 2020
6:30PM

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

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

**REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
TUESDAY JANUARY 07, 2020
7:00PM**

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)

- 3a. **Carol Westmoreland**
Fl League of Cities- Presentation
- 3b. **Pastor Maurice Cromer- Past Proclamation**
- 3c. **Ms. Daphene C. Adams- Past Proclamation**
- 3d. **Mrs. Mary Lee Rice-Jarrell- Past Proclamation**
- 3e. **School Choice Week-Proclamation**
- 3f. **Zeta Phi Beta Sorority, Incorporated- Proclamation**

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- 5a. **Approval of City Minutes - December 03, 2019**
(Regular City Workshop and City Meeting)
- 5b. **35th Oratorical Martin Luther King Jr. Contest-Commissioner Berry**

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

6a. RESOLUTION NO. 01-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT RELATING TO BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

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

**10a. Palm Beach County Day 2020
Tallahassee, FL
January 14-15, 2020**

**10b. Palm Beach County League of Cities
Sandhill Crane Golf Club
11401 Northlake Blvd.
Palm Beach Gardens
January 22, 2020**

10c. March 17, 2020 Election Status

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION

Daphene C. Adams

August 5, 1947-November 22, 2019

- WHEREAS,** Daphene C. Adams, known to most as “Shakira’s Momma” was born August 5, 1947, to the late I Zella Adams and Frank Wright, Sr. as the second of two children. She was born in Maryland but bred and fed west of the twenty... twenty-mile bend in Belle Glade Florida.
- WHEREAS,** she was educated in the Palm Beach County School District in Belle Glade, Florida. She graduated from Lake Shore Junior Senior High School Home of the Mighty Bobcats. Daphene remains a loud and proud member of the class of '65 (1965). Daphene continued her education at “The Great” Bethune-Cookman College and obtained a Bachelor of Arts degree in Sociology in 1969.
- WHEREAS,** immediately after college, she began her career working first as a substitute teacher for Palm Beach County Schools. After a short time as a substitute, Daphene began her journey into the world of public service with the Department of Health and Rehabilitative Services where she worked for the next twenty-seven (27) years. She worked for the GEO Group as a GED/Adult Basic Education Teacher until May 2013.
- WHEREAS,** In March 1970, she was initiated into the West Palm Beach Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated. In Delta, Daphene proudly served on a number of committees and supported the initiatives of the local and national chapter of her beloved sorority.
- WHEREAS,** in 2016, she along with her adoring daughter were initiated into the Order of the Eastern Star, Dixie Bell Chapter #116.
- WHEREAS,** Daphene was determined to impact lives in her community through education. Daphene was not only a servant to her community, but she also continued touching the lives of the children and adults throughout the breadth of her travels.
- NOW, THEREFORE...** In recognition of her contributions to our community and its citizens, we hereby express our deepest appreciation for her services and extends to her family our sincere sympathy upon her transition from Earth to Heaven.

PROCLAIMED this 27th Day of December, 2019

ATTESTED BY:

Natalie Malone, City Clerk

Joe Kyles, Mayor

PROCLAMATION

Mrs Mary Lee Rice Jarrell

February 23, 1935-December 02, 2019

WHEREAS, Mrs. Mary Lee Rice-Jarrell was born February 23, 1935 to the late Mr. Lawrence and Mrs. Georgia J. Rice in Georgetown, Georgia. Her education was received from the Quitman County School System.

WHEREAS, On September 5, 1953, she married her husband Mr. Nathaniel Jarrell, Sr. and 10 children were born to this union.

WHEREAS, Mrs. Mary Lee Rice-Jarrell moved to Clewiston, Florida before settling and making her home in South Bay, Florida in 1959 moving from Pigeon Quarters to their current home.

WHEREAS, her spiritual journey began early in life, sitting under the guidance of the late Rev. O. B. Brinson at Green Grove Baptist Church. She joined Mt. Calvary First Missionary Baptist Church under the leadership of the late Revs. Edwin Coffie and Roosevelt Cooper and current Pastor, Rev. Lawrence Epps. She later accepted Christ and was baptized, believing that He would forgive her sins. She loved to sing-something that she did many years ago with Mt. Calvary Choir

WHEREAS, On Monday December 2, 2019 at 8:30am, God sent his death angel to carry her home and she peacefully transitioned to her Heavenly Home surrounded by loving family.

NOW THEREFORE... In recognition of Mrs. Mary Lee Rice-Jarrell and her contributions to our community and its citizens, we hereby express our deep appreciations for her service and extend to her family our sincere sympathy upon her transition from Earth to Heaven.

PROCLAIMED this 14th Day of December 2019

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk



PROCLAMATION

City of South Bay School Choice Week

January 26 – February 1, 2020

- WHEREAS,** All children in South Bay should have access to the highest-quality education possible; and,
- WHEREAS,** South Bay recognizes the important role that an effective education plays in preparing all students in South Bay to be successful adults; and,
- WHEREAS,** Quality education is critically important to the economic vitality of South Bay; and,
- WHEREAS,** South Bay is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and
- WHEREAS,** Educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,
- WHEREAS,** South Bay has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,
- WHEREAS,** School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE... We, the City Commission of the City of South Bay, FL do hereby recognize January 26 - February 1, 2020 as South Bay School Choice Week, and we call this observance to the attention of all of our citizens.

PROCLAIMED this 07th Day of January, 2020

ATTESTED BY:

Natalie Malone, City Clerk

Joe Kyles, Mayor



PROCLAMATION

ZETA PHI BETA SORORITY

- WHEREAS,** Zeta Phi Beta Sorority, Incorporated is an international, community conscience, action-oriented service organization founded on January 16, 1920 on the campus of Howard University, in Washington D.C.; and
- WHEREAS,** the Sorority was founded through the encouragement of Phi Beta Sigma Fraternity, Incorporated thus becoming the first constitutionally bound Greek letter sister and brother organizations; and
- WHEREAS,** the Sorority has five founders - Arizona Cleaver Stemons, Pearl Anna Neal, Myrtle Tyler Faithful, Viola Tyler Goings and Fannie Pettie Watts; and
- WHEREAS,** the Sorority's principles are scholarship, service, sisterhood and finer womanhood; and
- WHEREAS,** the Sorority has chartered hundreds of chapters worldwide and has a membership of 100,000+; and
- WHEREAS,** the Sorority has five national auxiliaries - Pearlettes, Amicettes, Archonettes, Amicae and Zeta Male Network-who support the sorority's goals and principles; and
- WHEREAS,** the Sorority offers programs in the community to help people improve their minds, bodies and spirits through its Z-Hope (Zetas Helping Other People Excel) initiative; and
- WHEREAS,** the Sorority's chapters and auxiliaries have given countless hours of voluntary service to educate the public, assist youth, provide scholarships, support organized charities, and promote legislation for social and civic change to improve the lives of those in its communities; and
- WHEREAS,** the Sorority with over 200 professional and community engagement-oriented women in Florida Geographical Area IV (Palm Beach, Indian River County, St. Lucie, and Hendry Counties) has proven to be a dedicated community partner for positive change, and will continue to remain steadfast in its commitment to empower, uplift, and serve the counties' residents; and
- WHEREAS,** the Sorority is celebrating its 100 year centennial guided by their principles of scholarship, service, sisterhood, and finer womanhood, the members of Zeta Phi Beta Sorority, Incorporated have worked tirelessly to provide critical services and support to our communities in the City of South Bay, Florida;

NOW, THEREFORE BE IT RESOLVED... that the City of South Bay, Florida, hereby proclaims January 16, 2020 as Zeta Phi Beta Sorority, Incorporated Day!

PROCLAIMED this 07th Day of January, 2020

ATTESTED BY:

Joe Kyles, Mayor

Natalie Malone, City Clerk

CITY OF SOUTH BAY

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**City Workshop
December 03, 2019
6:30PM**

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on December 03, 2019 at 6:30 p.m.

Present:

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

Staff:

Leondrae Camel, City Manager
Michelle Austin Pamies, City Attorney
Natalie Malone, City Clerk
Massih Saadatmand, Finance Director

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION

3a. Mrs. Mildred Ross
Mu Rho Omega
Chapter of Alpha Kappa Alpha Sorority, Inc.
Celebration of the Arts
Contest Description and Winners

3b. Mr. Bruce Hightower
Rosenwald Elementary School Report
Updates and Upcoming Events

4. ADJOURNMENT

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

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
December 03, 2019
At 7:00P.M.

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on December 03, 2019 at 7:00 p.m.

Present:

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

Staff:

Leondrae Camel, City Manager
Michelle Austin Pamies, City Attorney
Natalie Malone, City Clerk
Massih Saadatmand, Finance Director

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

1. PRESENTATIONS/PROCLAMATIONS

(Full discussion/recording available through the City Website)

1a. Mrs. Helen Lovely-Proclamation

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

2a. Annie Ifill, Healthy Corner Store

Updates and attention to upcoming events

(Full discussion/recording available through the City Website)

2b. Ms. Wilhemina Jacobs and AVID students

Appreciation Presentation for Mayor Kyles

(Full discussion/recording available through the City Website)

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

3a. Approval of City Minutes- November 05, 2019
(Regular City Workshop and City Meeting)

Moved By: Commissioner McKelvin
Seconded By: Commissioner Berry

3b. Tanner Park and Cox Park Rental Application
Review and File

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

4a. RESOLUTION NO. 55-2019:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING AN AMENDMENT TO THE CITY'S EMPLOYEE HANDBOOK TO INCLUDE AN EMPLOYEE SAFETY POLICY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry
Seconded By: Commissioner McKelvin

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

4b. RESOLUTION NO. 56-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A CHRISTMAS PARADE; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

**Moved By: Commissioner McKelvin
Seconded By: Commissioner Berry**

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

4c. RESOLUTION NO. 57-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A 2019 UNSOLICITED PROPOSAL FROM HABITAT FOR HUMANITY TO EXPAND HOMEOWNERSHIP OPPORTUNITIES BY BUILDING FOUR TO SIX NEW HOMES IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

**Moved By: Commissioner Berry
Seconded By: Commissioner McKelvin**

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

7. **ORDINANCE**

8. **ROSENWALD ELEMENTARY SCHOOL**

9. **FINANCE REPORT**

9a. **Accounts Payable**

(Full discussion/recording available through the City Website)

10. **CITY CLERK REPORT**

10a. **Upcoming Event:**

50th Annual Holiday Networking Event

11. **THE CITY MANAGER REPORT**

11a. **Park Facility Usage Application Update**

11b. **1050 Palm Beach Road and South Bay Villas**

11c. **South Bay Park of Commerce**

11d. **Blighted Grant Submission-625 Palm Beach Road**

11e. **Ice Skating Ring**

11f. **Survey of Villa Lago**

11g. **NLC travel/cancellation of November 19, 2019 Meeting**

11h. **South Bay 2025 Vision Report**

12. **CITY ATTORNEY REPORT**

No report

13. **FUTURE AGENDA ITEMS**

14. **COMMISSIONER COMMENTS**

14a. **Commissioner Wilson**

Thanked everyone for coming out

14b. Commissioner McKelvin

Thanked everyone for coming out

14c. Commissioner Berry:

Thanked everyone for coming out.

14d. Vice-Mayor Barnard:

Thanked everyone for coming out.

14e. Mayor Kyles:

Thanked everyone for coming out.

(Full discussion/recording available through the City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 01-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT RELATING TO BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida (the "Authority") and its Governing Board has appropriated in its adopted 2019/2020 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the property that is the subject of this Interlocal Grant Agreement located within the municipal boundaries of the Applicant and identified by Parcel Control No. 58-36-44-14-09-000-0220, and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant desires to demolish a structure located on the stated Property (the "Project"); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant Agreement.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Interlocal Agreement relating to Blighted and Distressed Property Clean-Up and Beautification Grants between the Solid Waste Authority of Palm Beach County and the City of South Bay, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 7th day of January 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)

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF SOUTH BAY
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT (“the Grant Agreement”) is made and entered into this ___ day of _____, 2019, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the “Authority”) and City of South Bay, a Florida Municipal corporation, hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority’s Governing Board has appropriated in the Authority’s adopted 2019/2020 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the property that is the subject of this Interlocal Grant Agreement located within the municipal boundaries of the Applicant and identified by Parcel Control No. 58-36-44-14-09-000-0220, and referred to hereinafter as (the “Property”); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community,

and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to demolish a structure located on the Property (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the Preamble to this Grant Agreement are true and correct and incorporated into and made a part of this Grant Agreement.

2. Purpose

The purpose of this Grant Agreement is to set forth the respective duties, rights and obligations of the parties relating to the Authority’s provision of this Grant and the Applicant’s performance of the Project.

3. Contract Representatives and Monitors

The Authority’s Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant’s Contract Representative and Monitor shall be Nepoleon T. Collins, whose telephone number is (561) 996-6751 extension 131.

4. The Project

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.

B. Applicant will provide for regular maintenance through Public Works Department.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until January 31, 2021.

6. Conduct of the Project

- A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the Property consistent with the intent of this Grant Agreement for its full term.
- B. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- C. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant Agreement. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- D. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within five (5) business days of receipt. If the Authority does not respond within the five (5) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. Funding

The Authority shall disburse Grant funds in the amount of \$ 246,040.00 as follows:

- A. Upon execution of this Grant Agreement, the Authority shall disburse a check equal to 50% of the total Grant award.
- B. Upon Project completion and verification by the Authority, the remaining 50% of total Grant award shall be disbursed within 20 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Grant Agreement.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant Agreement.
- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the Property consistent with the intent of this Grant Agreement and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant Agreement for a period of not less than five (5) years after the later of the date of termination or expiration of this Grant Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Grant Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.

- C. When requested, each party shall provide to the other, an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.
- D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this Grant Agreement.
- E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant Agreement confers no rights on anyone other than the Authority and the Applicant and is not otherwise intended to be a third party beneficiary contract in any respect. Nothing contained in this Grant Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant Agreement or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of this Grant Agreement. The Authority will notify the Applicant of its noncompliance

and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project.

- B. The Authority may also terminate this Grant Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to terminate this Grant Agreement for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant Agreement for convenience.
- C. Upon termination of this Grant Agreement as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this Grant Agreement are expressly limited to those contained in this Grant Agreement. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and

detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. No Liability or Waiver of Sovereign Immunity

Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Grant Agreement shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 786.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant Agreement as set forth herein are limited solely to those in this Grant Agreement.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant Agreement. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Grant Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

John Archambo, Director
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Leondrae D. Camel, City Manager
City of South Bay
335 South West 2nd Avenue
South Bay, FL 33493

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant Agreement, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of

competent jurisdiction to be invalid, such shall not affect the remaining portions of this Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement shall survive its expiration or earlier termination.

27. Filing

A copy of this Grant Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

28. Commercial Nondiscrimination Policy

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors and suppliers to participate in all of its public sector and private sector contracting, subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this Grant Agreement and may result in termination of this Grant Agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and City of South Bay have hereunto set their hands the day and year above written.

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Howard J. Falcon, III
General Counsel

By: _____
John Archambo
Director, Customer Information Services

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: _____
Signature

Print Witness Name

Print Name

Witness Signature

Title

Print Witness Name

(SEAL)

Approved by the Solid Waste Authority Board on December 11, 2019, Item 9.D.1
Approved by the City of South Bay on _____, 2019 Item _____

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 2nd 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 ___ day of _____ 2020.

PASSED SECOND READING this ___ day of _____ 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Memorandum/Staff Report

To: Mayor and Town Council Members
From: Jack Horniman, JLH Associates
Re: 5-Yr. Update to the City of South Bay '10-Year Water Supply Facilities Work Plan'
Date: October 24, 2019

In November 2018, the South Florida Water Management District (SFWMD) Governing Board approved the 2018 Lower East Coast (LEC) Water Supply Plan Update. The LEC Planning Area encompasses all of Broward, Miami-Dade and Palm Beach Counties, most of Monroe County and portions of Hendry and Colliers Counties. The Plan contains assessment of projected water demands and potential water sources to meet future demands.

Each local government within the LEC Planning Area is required by Section 163.3177(6)(c)3., Florida Statutes, to update its Water Supply Facilities Work Plan within eighteen (18) months of the Governing Board's approval (May, 2020). Work Plans must cover a 10-Yr. planning period, be updated every 5 years, identify alternative and traditional water supply projects, conservation efforts and reuse activities needed to meet projected future demands.

Attached is the proposed 5-Yr. Update to the City of South Bay '10-Year Water Supply Facilities Work Plan' to meet the requirements identified above. The last update was adopted by the City in 2009. New additions to the element since that time are shown in underlines while deletions are shown by strike-throughs. The 5-Yr. Update will constitute a large-scale Comprehensive Plan Amendment because the Water Supply Plan is contained with the Infrastructure element of the Comprehensive Plan. Therefore, it will be subject to the public hearing/advertising and review requirements for large-scale amendments pursuant to Ch. 163, Florida Statutes, the Community Planning Act.

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 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

<u>PUBLI FACILITY</u>	<u>LEVEL OF SERVICE</u>
<u>STANDARD POTABLE WATER</u>	
Central System	<u>Average Day Water Consumption Rate -88</u> 115 gallons/capita/day
	<u>Maximum Day Water Consumption Rate -</u> 140 gallons/capita/day
<u>Individual Wells</u>	<u>115 gpcd per one individual potable well</u> <u>per platted lot.</u>
<u>SANITARY SEWER</u>	
Central System	<u>Average Day Sewage Generation Rate -</u> 180 gallons/capita/day
	<u>Maximum Day sewage Generation Rate -</u> 260 gallons/capita/day
Individual System	<u>Average Day Sewage Generation Rate -</u> 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 ad- versely impacting the environment accord- ing 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 stan- dards are endangered, septic tank systems causing the situation will be repaired or re- placed.
	When a sanitary sewer system becomes avail- able 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 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 adopted level of service for the residents of the City.

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 7.43: 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 7.54: ~~SFWMD xeriscape~~ Florida Friendly Landscaping practices shall be encouraged by the City when considering all proposals for development/re-development.

Policy 7.65: Cooperate and coordinate with 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 7.76: ~~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 7.7: Consider revising potable water level of service (LOS) standards to include residential and non-residential categories.

Policy 7.8: 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 (1Q) 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 demand 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 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 gpcd = 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 gpcd = 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 gpcd = 678,160 gpd); and, 2017 Maximum Day Water Consumption 812,000 gpd (5800 resident population X 140 gpcd = 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 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 7.2: The City shall promote the use of low volume fixtures when reviewing all building permit applications.

Policy 7.3: 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 7.4: ~~SFWMD xeriscape~~ Florida Friendly Landscaping practices shall be encouraged by the City when considering all proposals for development and/or redevelopment.

Policy 7.5: Cooperate and coordinate with 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 7.6: ~~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 7.7: Consider revising potable water level of service (LOS) standard to include residential and non-residential categories.

Policy 7.8: 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.

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 Town 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.

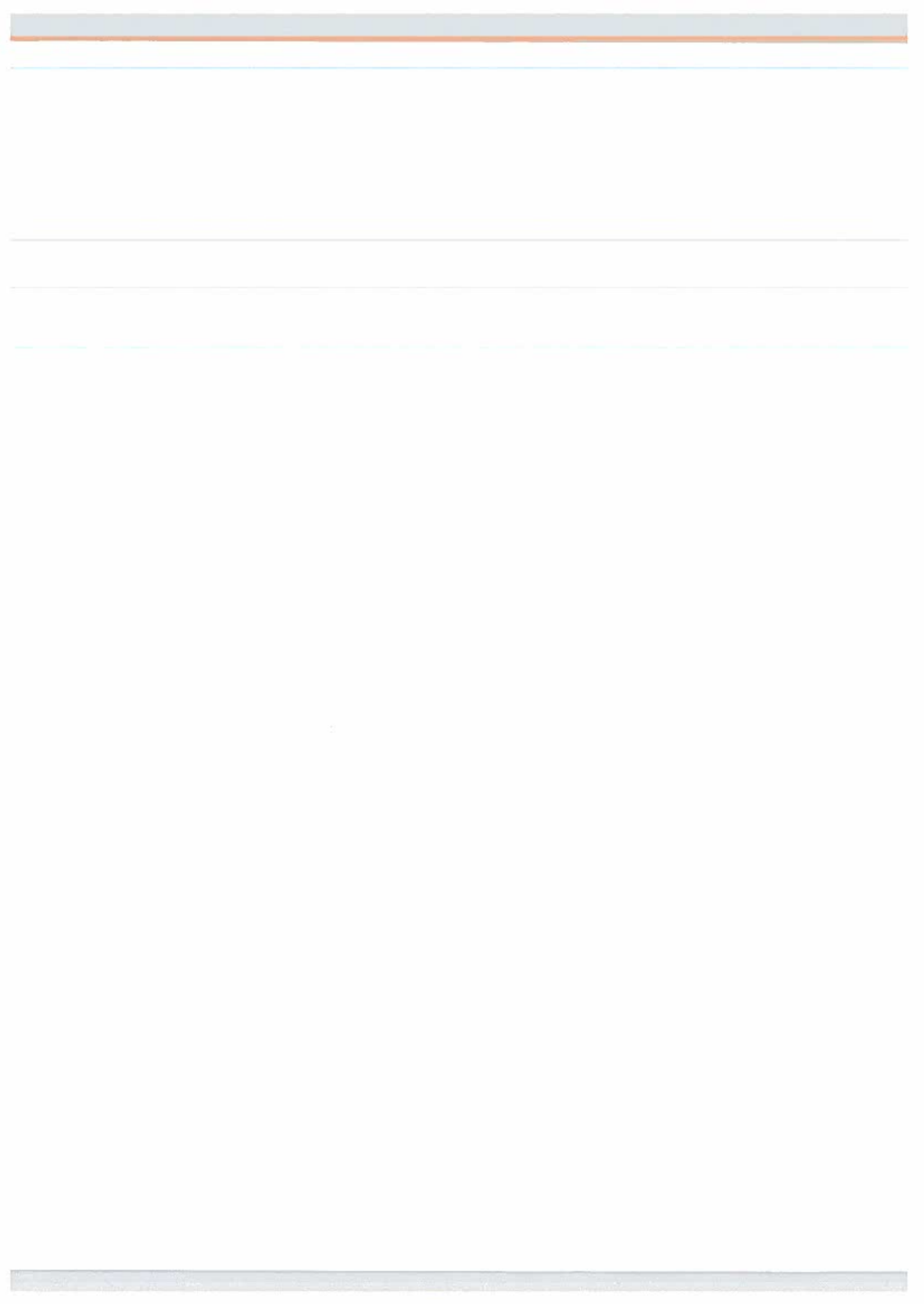
Policy 1.13: Require coordination of the City of South Bay "10-Year Water Supply Facilities Work Plan" with the Palm Beach County 20-Year Water Supply Plan and the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and future updates to these Plans

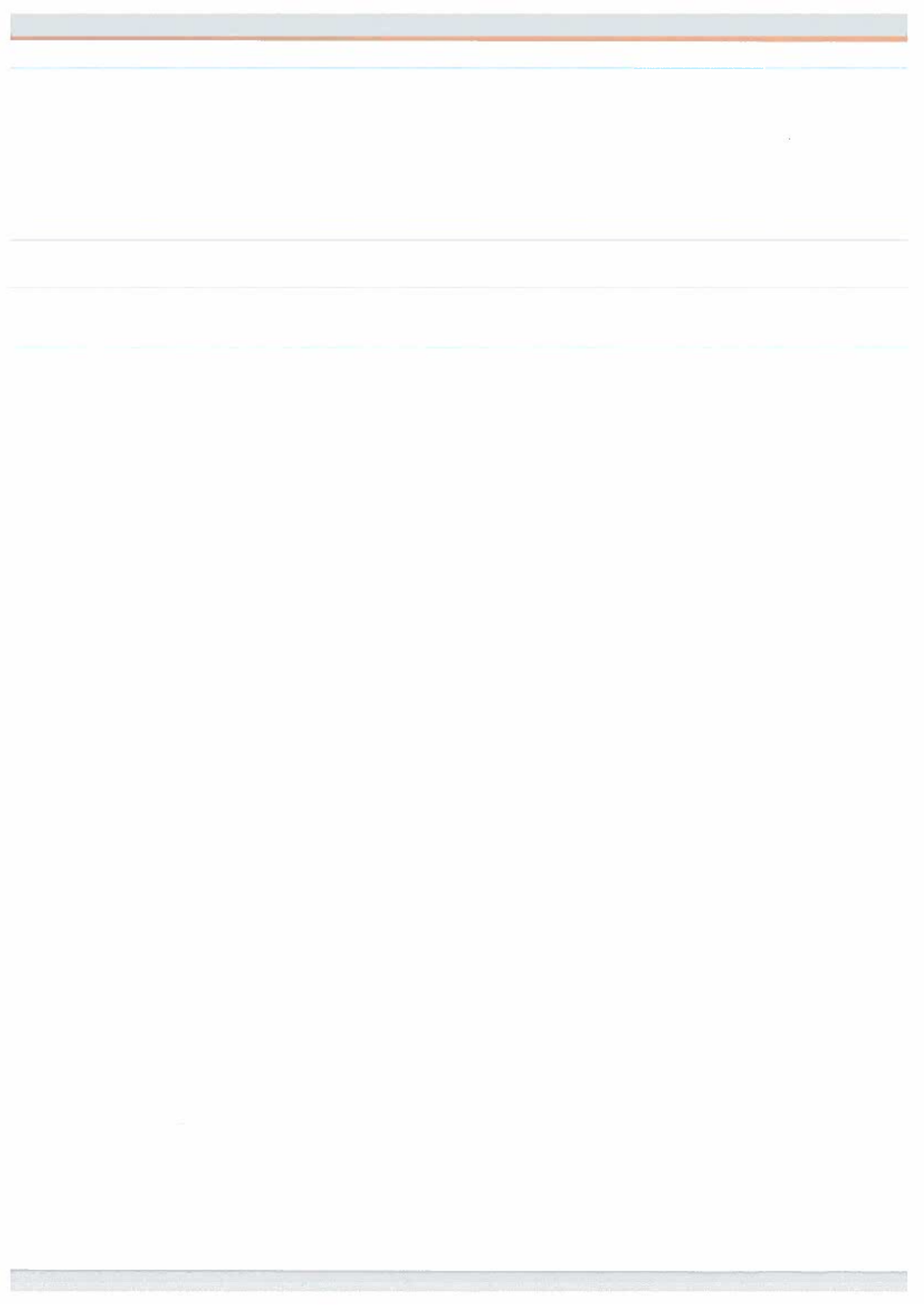
CAPITAL IMPROVEMENTS

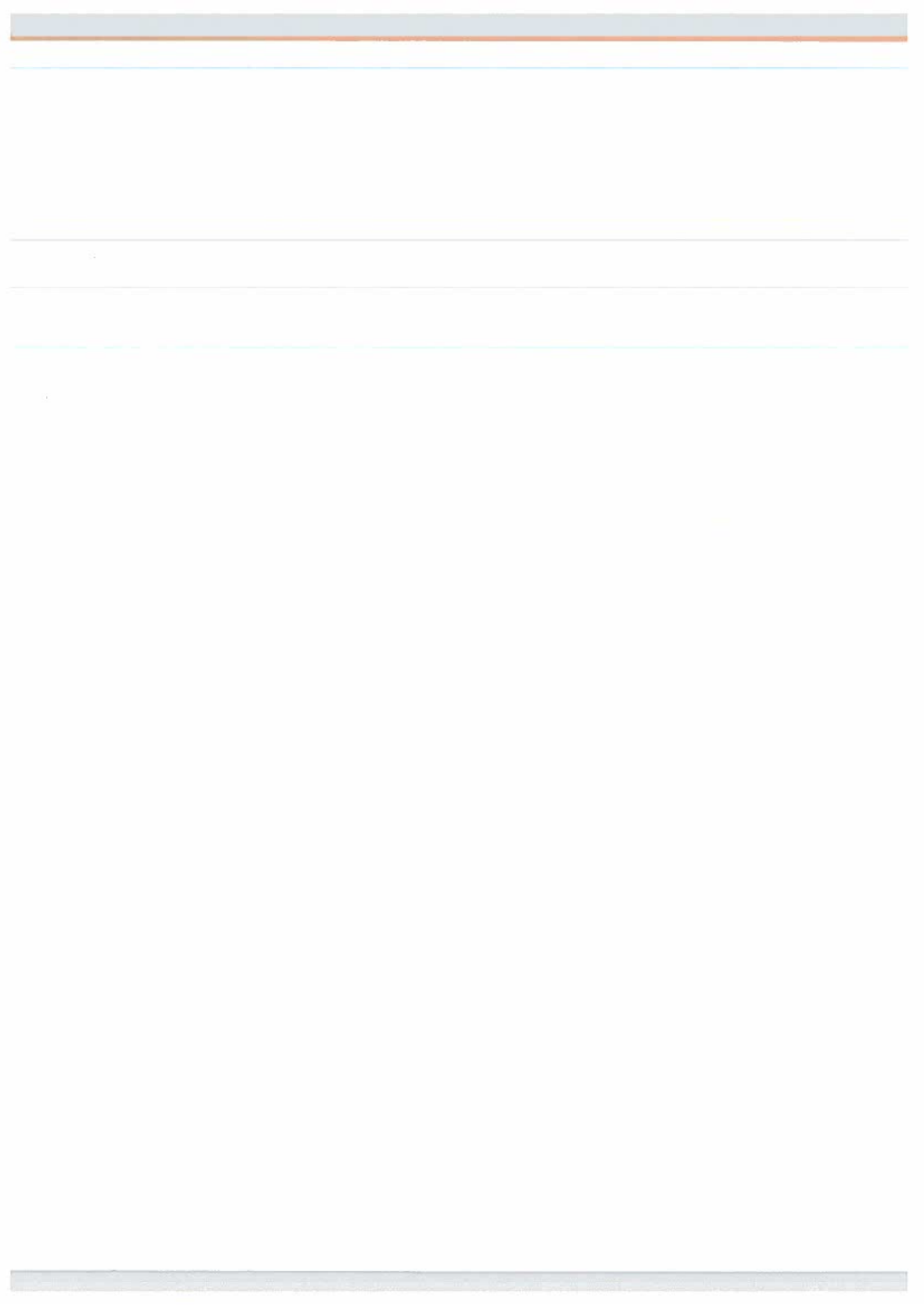
The purpose of the Capital Improvements element and the short range (5-Year) and long range (10-Year) Schedules of Improvements are to identify the capital improvements necessary to implement the Comprehensive Plan and ensure that adopted LOS standards are achieved and maintained for concurrency-related 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

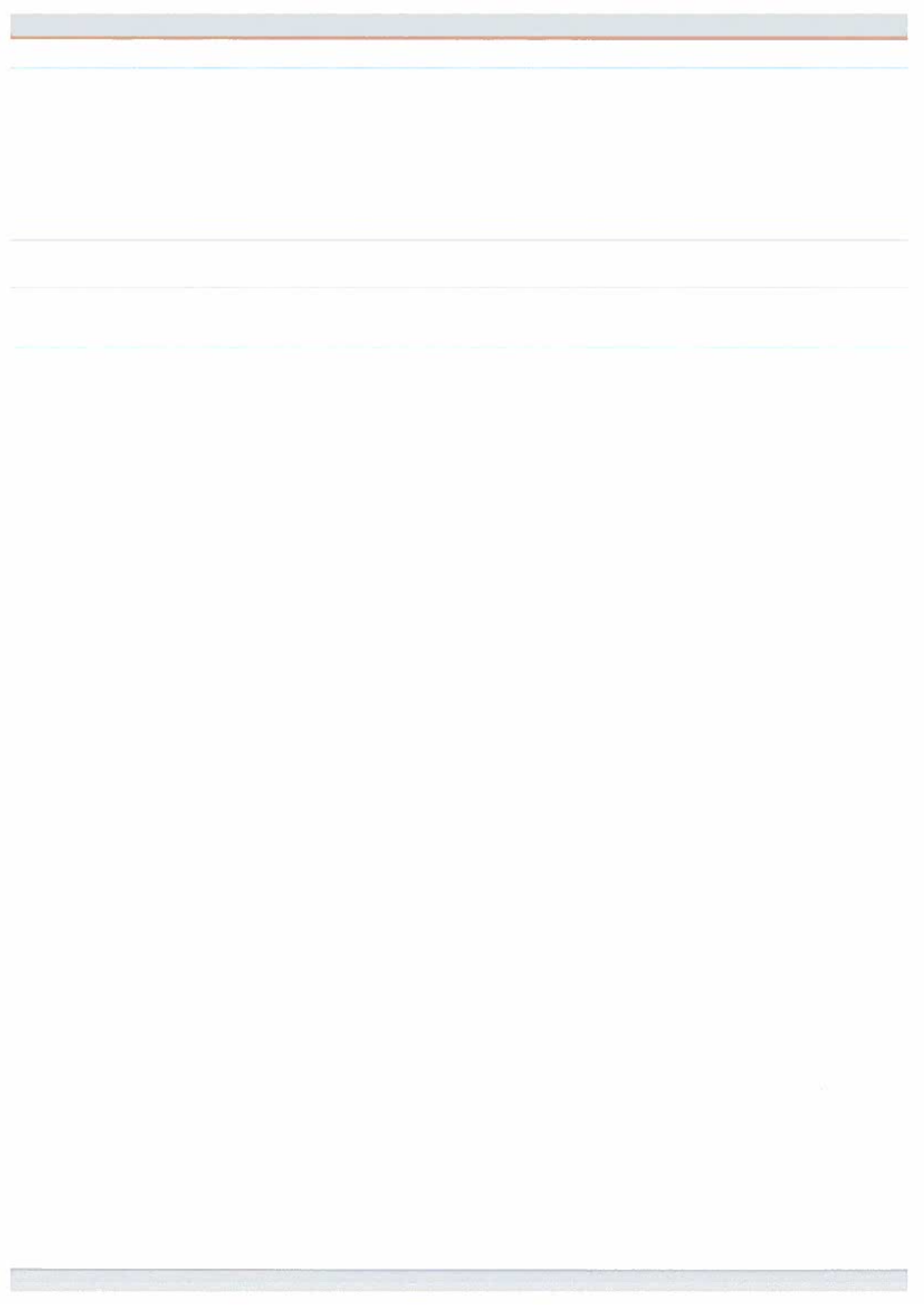
Improvements must address deficiencies and be financially feasible. ~~As previously revealed there are no capital improvements to the potable water distribution system identified within the short (5 Year) and long range (10 Year) planning periods; therefore, none appear in the short and long range CIE 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: January 2, 2020
 Ref: Weekly check register

Enclosed, please find the summary of check register as of January 2, 2020:

General Fund

• Utility:			
	Comcast	\$	1,467.92
	PBC Water Utility		3,128.00
	FPL		6,144.10
	AT &T		728.68
• Bank of America			6,273.75
• Florida Municipal Insurance			19,898.50
• Solid Waste			12,501.42
• Burnadette Norris-Weeks			12,106.67
• Jordan Connors			3,333.32
• Coastal network			3,144.99
• United Health			23,212.04
• PBC Sheriff			23,760.42
• Marathon			1,628.64
• Ford credit			1,768.20
• LORE Alliance			5,000.00
• Deposits refund			1,150.00
• Purchased of supplies, materials and parts			9,962.01
• Payment for various services			10,661.79
• Payroll deductions			9,745.08
• Other			2,542.63
	Total	\$	<u>158,158.16</u>

A
B
C
D

Capital Project

CAP Engineering	\$	2,420.00
Carbon Design Architect		58,400.00
D. Stephenson		<u>35,549.27</u>
		<u>96,369.27</u>

Sanitation Fund

Waste Management	\$	<u>47,287.18</u>
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W & S Fund

US Water	\$	<u>7,886.86</u>
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AP Immediate Check Register Report
City Of South Bay (CSBFND)

11/26/2019 9:04:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
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12213	GOLDEN CORRAL *	GOLDEN CORRAL	11/26/2019	220.00
Totals:			Total Transactions:	409.80

AP Check Register Report
City Of South Bay (CSBFND)

11/27/2019 10:58:48 AM

Page 1

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12214	JRAQUANDA CONEY	JRAQUANDA CONEY	11/27/2019	150.00
12215	NOEL FIGUEROA	NOEL FIGUEROA	11/27/2019	100.00
Non-Electronic Transactions:				250.00
Total Transactions:				250.00

AP Check Register Report
City Of South Bay (CSBFND)

12/02/2019 1:55:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12216	EDGAR KERR	EDGAR W. KERR	12/02/2019	150.00
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Total Transactions:				150.00

AP Check Register Report
City Of South Bay (CSBFND)

12/03/2019 2:59:37 PM

Page 1

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12217	AFLAC	AFLAC	12/03/2019	1,504.86
12218	ALLY	ALLY	12/03/2019	725.70
12219	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	12/03/2019	1,485.00
12220	DONTE ADAMS	DONTE ADAMS	12/03/2019	150.00
12221	ELISA WALKER	ELISA WALKER	12/03/2019	150.00
12222	IAMAW	IAMAW	12/03/2019	335.57
12223	LIBERTY NATIONAL	LIBERTY NATIONAL	12/03/2019	536.52
12224	MUTUAL OF OMAHA	MUTUAL OF OMAHA	12/03/2019	329.10
12225	PALM BEACH EMBROIDER	PALM BEACH EMBROIDERY USA, INC	12/03/2019	885.85
12226	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	12/03/2019	533.47
12227	UNITED HEALTH CARE	UHS PREMIUM BILLING	12/03/2019	13,002.71
12228	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	12/03/2019	239.84
Non-Electronic Transactions:				19,878.62
Total Transactions:				19,878.62

AP Check Register Report

City Of South Bay (CSBFND)

12/05/2019 1:53:45 PM

Page 1

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12230	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	12/05/2019	1,500.00
12231	COMCAST	COMCAST	12/05/2019	209.50
12232	FEDERAL EXPRESS	FEDERAL EXPRESS	12/05/2019	120.35
12233	FOCUSED TECHNOLOGY	FOCUSED TECHNOLOGY	12/05/2019	1,449.00
12234	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	12/05/2019	868.46
12236	FPL	FPL	12/05/2019	6,144.10
12237	JLH ASSOCIATES	JLH ASSOCIATES	12/05/2019	950.00
12238	LAKE HARDWARE	LAKE HARDWARE	12/05/2019	28.78
12239	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	12/05/2019	77.56
12240	MARATHON/MEX BANK	WEX BANK	12/05/2019	1,628.64
12241	NEPOLEON COLLINS	NEPOLEON COLLINS	12/05/2019	155.04
12242	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	12/05/2019	1,532.49
12243	PERFORMANCE NAPA	PERFORMANCE NAPA	12/05/2019	147.55
12244	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	12/05/2019	674.00
12245	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	12/05/2019	84.03
12246	THE STAGE DEPOT	THE STAGE DEPOT	12/05/2019	3,399.88
12247	WALMART COMMUNITY	WAL-MART COMMUNITY	12/05/2019	492.62
Non-Electronic Transactions:				20,121.45
Total Transactions:				20,121.45

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

12/12/2019 8:54:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12248	MARQUITA BILLINGS	MARQUITA BILLINGS	12/12/2019	400.00
Totals:			Total Transactions:	400.00

AP Check Register Report

City Of South Bay (CSBFND)

12/13/2019 10:25:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
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12251	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	12/13/2019	12,106.67	
12252	CAP GOVERNMENT	CAP GOVERNMENT	12/13/2019	1,365.00	J
12253	COMCAST	COMCAST	12/13/2019	276.38	
12254	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	12/13/2019	601.50	/
12255	INDEPENDENT NEWSPAP	INDEPENDENT NEWSMEDIA INC.USA	12/13/2019	195.84	J
12256	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	12/13/2019	496.63	L
12257	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	12/13/2019	1,666.66	
12258	JORGE BUENO	JORGE BUENO	12/13/2019	200.00	E
12259	KEVIN BROWN, SR	KEVIN BROWN	12/13/2019	350.00	J
12260	LORE ALLIANCE OF PBC	LAKE OKEECHOBEE REGIONAL ECONOMIC	12/13/2019	5,000.00	
12261	MARION HENRY	MARION HENRY	12/13/2019	150.00	:
12262	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	12/13/2019	108.81	C
12263	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	12/13/2019	119.87	A
12264	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	12/13/2019	130.00	C
12265	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	12/13/2019	495.00	E
12266	SOLID WASTE AUTHORIT	SOLID WASTE AUTHORITY	12/13/2019	12,501.42	
12267	THE SHERWIN WILLIAMS	SHERWIN WILLIAMS CO.	12/13/2019	161.43	/
12268	VRC	VRC	12/13/2019	328.18	E
12269	WHITE ELECTRICAL CON	WHITE ELECTRICAL CONTRACTORS INC	12/13/2019	180.00	L
Non-Electronic Transactions:				37,424.29	
Total Transactions:				37,424.29	

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12270	AT&T MOBILITY	AT&T MOBILITY -ROC	12/18/2019	728.68
12271	CLARKE	CLARKE	12/18/2019	1,242.17
12272	COMCAST	COMCAST	12/18/2019	118.81
12273	FEDERAL EXPRESS	FEDERAL EXPRESS	12/18/2019	165.00
12274	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	12/18/2019	19,898.50
12275	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	12/18/2019	899.74
12276	HOOKE'S WELDING	HOOKE'S WELDING	12/18/2019	237.20
12277	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	12/18/2019	1,666.66
12278	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	12/18/2019	94.00
12279	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	12/18/2019	23,760.42
12280	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	12/18/2019	388.86
12281	SAFETY PRODUCTS INC	Safety Products Inc	12/18/2019	113.41
12282	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	12/18/2019	16.30
12283	XEROX CORP	XEROX CORPORATION	12/18/2019	335.36
Non-Electronic Transactions:				49,665.11
Total Transactions:				49,665.11

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12284	AFLAC	AFLAC	12/27/2019	1,645.76
12285	ARNETA S. JACKSON	ARNETA S. JACKSON	12/27/2019	150.00
12286	BANK OF AMERICA, NA	BANK OF AMERICA	12/27/2019	6,273.75
12287	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	12/27/2019	1,644.99
12288	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	12/27/2019	1,454.05
12289	COMCAST	COMCAST	12/27/2019	209.50
12290	COMCAST BUSINESS	COMCAST	12/27/2019	653.73
12291	DAISY GALINDO	DAISY GALINDO	12/27/2019	300.00
12292	FLORIDA ELECTION COM	FLORIDA ELECTION COMMISSION	12/27/2019	340.00
12293	IAMAW	IAMAW	12/27/2019	350.16
12294	KING KINDRED	KING KINDRED	12/27/2019	61.90
12295	LIBERTY NATIONAL	LIBERTY NATIONAL	12/27/2019	536.52
12296	MUTUAL OF OMAHA	MUTUAL OF OMAHA	12/27/2019	307.93
12297	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	12/27/2019	1,595.51
12298	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	12/27/2019	644.68
12299	UNITED HEALTH CARE	UHS PREMIUM BILLING	12/27/2019	10,209.33
12300	WALMART COMMUNITY	WAL-MART COMMUNITY	12/27/2019	3,241.24
12301	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	12/27/2019	239.84
Non-Electronic Transactions:				29,858.89
Total Transactions:				29,858.89

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
173	D.STEPHENSON CONSTR	D.STEPHENSON CONSTRUCTION, INC.	11/27/2019	35,549.27
Totals:			Total Transactions:	35,549.27

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
174		CARBON DESIGN & ARCH CARBON DESIGN & ARCHITECTURE	12/12/2019	58,400.00
			Non-Electronic Transactions:	58,400.00
			Total Transactions:	58,400.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
175	CAP ENGINEERING	CAP ENGINEERING	12/13/2019	2,420.00
Non-Electronic Transactions:				2,420.00
Total Transactions:				2,420.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
203	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/11/2019	21,723.24
			Non-Electronic Transactions:	21,723.24
			Total Transactions:	21,723.24

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
204	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/16/2019	25,563.94
Non-Electronic Transactions:				25,563.94
Total Transactions:				25,563.94

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2149	US WATER	U.S. WATER SERVICES CORPORATION	11/26/2019	3,942.43
Totals:			Total Transactions:	3,942.43

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2150	US WATER	U.S. WATER SERVICES CORPORATION	12/27/2019	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43