



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

CITY OF SOUTH BAY

CITY COMMISSION MEETING AGENDA

VIRTUAL MEETING
TUESDAY, JULY 21, 2020

www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	Joe Kyles Sr.
Vice Mayor:	Betty Barnard
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	John Wilson
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

**REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
VIRTUAL MEETING
TUESDAY, JULY 21, 2020**

.....
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.
.....

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

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

3a. City Engineer Status Report

Mohan Thampi, PE., Civil Engineer, *CAP Engineering*

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 - June 02, 2020
(Regular City Meeting)

5b. Approval of Regular City Agenda- July 21, 2020

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

6a. RESOLUTION NO. 23-2020

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

6b. RESOLUTION NO. 24-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING EMERGENCY REPAIRS OF THE CITY HALL AIR CONDITIONING (A/C) SYSTEM FROM ULTRA AIRCONDITIONING INC. IN THE AMOUNT OF \$6,285.00; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 25-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION NO. 26-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY INFRASTRUCTURE REPAIR GRANT FOR FISCAL YEAR 2020; PROVIDING FOR AN EFFECTIVE DATE

6e. RESOLUTION NO. 27-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER TO EXECUTE A NATIONAL EMERGENCY DISLOCATED WORKER WORKSITE NON-FINANCIAL MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CAREERSOURCE PALM BEACH COUNTY, INC. AND THE CITY OF SOUTH BAY; PROVIDING EFFECTIVE DATE

6f. RESOLUTION NO. 28-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDA DEPARTMENT OF LAW ENFORCEMENT GRANT FOR FISCAL YEAR 2020; PROVIDING FOR AN EFFECTIVE DATE

6g. RESOLUTION NO. 29-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CHANGE ORDER REQUEST #1 ATTACHED AS COMPOSITE EXHIBIT "A" RELATING TO THE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

7a. ORDINANCE NO. 02-2020 (2nd Reading)

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

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next scheduled

Food Distribution-Every Wednesday in the City of South Bay, beginning at 10am.
Location-Across the street from the New Villa Largo

COVID-19 Testing-

Dates are to be announced. Call City Hall if you have any questions regarding testing in the City of South Bay-
561-996-6751

10b. Upcoming Primary Election-*August 18, 2020*

11. CITY MANAGER REPORT

11a. Capital Projects Status Report - Mohan Thampi, City Engineer

11b. 2019 Legislative Session Update

11c. 480 US HWY 27N - Brownfields Update

11d. South Bay Nature Park Designation

11e. South Bay Park of Commerce Letter of Interest

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT



South Bay Youth Pop Warner Football
sbjaqs@yahoo.com



Kings Tutoring and Mentoring Foundation Inc
Ref: South Bay Pop Warner Youth Football (JAGUARS)
206 SW 12th Ave
South Bay, Fl. 33493
(561) 449-3793 kingstutoringmentoring@gmail.com

REGISTRATION: CH48451

TAX ID: 81-2809737

Dear Generous Sponsors

We are pleased to invite you to be one of the sponsors/Donors for our fairly new youth football/cheer program with this proposed letter. The South Bay Youth Football/Cheer & Dance program was started within Kings Tutoring & Mentoring Foundation Inc (KTM) youth program which is a nonprofit 501c3 program.

KTM was established in 2015 providing services to at-risk youth and families throughout the Glades communities as well as serving the senior citizens. KTM/South Bay Jaguars football & cheer have several dedicated volunteers within the community who are retired professional educators from Palm Beach County Schools, former South Bay youth football coaches & players who of program 20+ years ago.

They all are or will be USA Football, YCAD Cheerleading & Pop Warner Coaches certified and has been cleared with state & nationwide background screen and some will have one performed. Our youth football program will be in its 3rd year and cheer/dance 1st, continuing helping youth within this community by providing a positive outlet for the youth through competitive sports, teamwork & safety.

We are part of the Pop Warner Treasure Coast Football Conference, a good structure league that is big on Scholastics. Because of our limited resources as a new program as well as a program without a home football field to host home games for fundraising, we are very limited.

Therefore, we are reaching out to our local businesses, Community, City Government and other donors for help with help our youth & families, we are soliciting your support that we may continue to provide programs of such that together can change more lives. We are hopeful of donors and supporters like you to help us. Together we will provide a positive impact in 100+ youth lives and families in the Glades community. We thank you in advance for all efforts and considerations with our request

Yours sincerely,

Barbara King

Barbara King, President

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Building A Better Community & Together Changing Lives



South Bay Youth Pop Warner Football

sbjags@yahoo.com



Kings Tutoring and Mentoring Foundation Inc

Ref: South Bay Pop Warner Youth Football (JAGUARS)

206 SW 12th Ave

South Bay, FL 33493

(561) 449-3793 kingstutoringmentoring@gmail.com

REGISTRATION: CH48451

TAX ID: 81-2809737

Our List of Budget Items Needed for Sponsorship or Donated are:

1. **Team Fees/Insurance**
\$400/\$500 per team x 4-teams...\$3,600.00
2. **Background Screening**
\$35 x 24 Coaches/Volunteers...\$840.00
3. **Additional Coach Training (Pop Warner Required Clinic)**
\$65.00 per Coach/Volunteer 4per 4-team
And Cheer Coach/Volunteer 2per 4squad...\$1,560.00
4. **Referee Fees (4) per Team and Game at \$55.00 each**
\$220 x 4-games per 4-teams...\$3,520.00
5. **Transportation (3 Charter Bus)**
\$1600 x 8-games...\$19,200.00
6. **Fresh Fruits (oranges/apples/ bannanas) 50 players 8-games**
\$75.00 x 8-games per 4-teams...\$1,200.00
7. **Healthy Snacks (protein/granola bars) 50 players 8-games**
\$50.00 x 8-games per 4-teams...\$800.00
8. **Lunch 8-games/50 players (pizza/chicken box/burger meal)**
\$80.00 x 20 per 4-team x 8-games per...\$3,200.00
9. **Water/ Gatorade/Ice & Coolers/Squirt Bottles**
\$50.00 x 8-games per 4-teams...\$400.00
10. **Hand Towels/Coolers/First Aid Kits/Wagon**
\$500.00
11. **Additional Helmets/Uniforms**
\$99/\$135 x 60...\$8,199.00
12. **Cheer/Dance Uniforms**
\$225.00 x 50...\$11,250.00
13. **Reconditioning of older Helmets/Shipping**
\$45 x 40...\$1,800.00
14. **Team Fees/Insurance**
\$300/\$575 per 4-team
Cheer \$300/450...\$4,700.00
15. **(4) Pop Up Canopy tents**
\$150.00 each...\$600.00

{TOTAL.....\$61,369.00}

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Building A Better Community & Together Changing Lives

CITY OF SOUTH BAY
VIRTUAL CITY MEETING
TUESDAY, JUNE 02, 2020
At 7:00P.M.

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on June 02, 2020 at 7:00 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza McKelvin at 7:06pm

Staff:

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

1. MAYOR KYLES CALLS MEETING TO ORDER:

"Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron Desantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes."

2. ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

3. MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE

4. PRESENTATIONS/PROCLAMATIONS

4a. Mrs. Mary Lee Stinson-Past Proclamation

5. PUBLIC COMMENTS

6. CONSENT AGENDA

**6a. Approval of City Minutes - May 19, 2020
(Regular City Meeting Minutes)**

**Moved By: Commissioner Wilson
Seconded By: Vice-Mayor Barnard**

6b. Approval of Regular Agenda - June 02, 2020

**Moved By: Commissioner Mckelvin
Seconded By: Commissioner Wilson**

7. RESOLUTIONS

7a. RESOLUTION NO. 21-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT FOR CITY OF SOUTH BAY EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE

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

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

7b. RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, IMPLEMENTING A VOLUNTARY FURLOUGH PROGRAM FOR CITY EMPLOYEES DUE TO THE IMPACT OF COVID-19; 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 McKelvin	YES
Commissioner Wilson	YES

8. ROSENWALD ELEMENTARY SCHOOL

Commissioner Mckelvin:

- Graduation Ceremony took place on June 01, 2020

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next Scheduled Commission Meeting-*July 21, 2020*

11. CITY MANAGER REPORT

- 11a. **FL DEO Rebuild Florida Infrastructure Repair Program**
- 11b. **FL DEO Rebuild Florida Infrastructure Repair Program
New Construction**
- 11c. **FL DEO Community Facility Planning Grant**
- 11d. **State Revenue Sharing:**
- 11e. **Roads**
- 11f. **Pre-COVID19 -*The City and Rosenwald***
- 11g. **South Bay Villas**
- 11h. **Hurricane season**
- 11i. **FP&L**
- 11j. **Legislative**
- 11k. **COVID19 Update**

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

- 13a. **Commissioner Berry:**
 - **Nature Park-Strategic Plan**
Economic Development and Ego-Terrorism
 - **Road Projects**
 - **Decrease in Future Revenue**
- 13b. **Commissioner Wilson**
 - **Comcast Place- fence/guardrail there**

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

13b. Commissioner Wilson:

Continue the good work that's being done

14b. Commissioner Berry:

- **Have a pleasant evening**

14c. Vice-Mayor Barnard:

- Thanked everyone for what they are doing, have a good night

14d. Mayor Kyles:

- Proposal given to Commission:
Mayor Kyles proposed, under an Emergency condition-authorization for the City Manager to use up to \$15,000.00 from the Capital Improvement fund, to clean or clear the vacant violation properties from the local license providers.

Moved By: Commissioner Wilson

Seconded By: Commissioner Berry

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

- Thanked everyone for joining and be safe
- Expressed appreciation for all

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 23-2020

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

WHEREAS, the City of South Bay ("City") is desirous of redeveloping property located at 225 NW 1st Avenue within the City; and

WHEREAS, said property is suspected to be contaminated with petroleum and/or hazardous substances, rendering it a Brownfield site; and

WHEREAS, the City desires to submit a Brownfields Site Assessment Application ("Application") to the Treasure Coast Regional Planning Council ("TCRPC"); and

WHEREAS, one stipulation of the TCRPC Application process is that an environmental site investigation must be performed in order to accurately assess the extent of the contamination; and

WHEREAS, the property located at 225 NW 1st Avenue has undergone a Phase I Environmental Site Assessment, which is a part of Composite Exhibit "A" attached hereto satisfies the environmental site investigation component; and

WHEREAS, submission of the TCRPC Brownfields Site Assessment Application is in the best interest of the residents of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, 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 Manager of the City of South Bay is hereby authorized to submit a Brownfields Site Assessment Application to the

Treasure Coast Regional Planning Council for redevelopment consideration of a parcel of land located at 225 NW 1st Avenue within the City, attached hereto as Composite Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 21st day of July 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)



**Treasure Coast Regional Planning Council
BROWNFIELDS PROGRAM
BROWNFIELDS SITE ASSESSMENT APPLICATION**

On behalf of a qualifying applicant, the Treasure Coast Regional Planning Council (TCRPC) may perform, via qualified contractor, an environmental site investigation such as a Phase I or Phase II, for a qualifying Brownfield property. The goal of the program is to facilitate the redevelopment of properties that are suspected to be contaminated with petroleum or hazardous substances.

Projects sponsored by public agencies with firm redevelopment plans and a strong commitment to facilitating the development of the site after it is assessed, are preferred. Projects that have financing available for potential cleanup costs and community involvement in reuse planning will be given higher priority. This program focuses on potential brownfield redevelopment projects encompassing one or more of the following program areas:

- Workforce Housing
- Mixed-Use Development
- Health and Welfare
- Job Creation
- Creation of Parks and Open Space

For each site, please provide the requested information and submit application along with letters of support to:

Stephanie Heidt, AICP
*Economic Development and
Intergovernmental Programs Director*
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, Florida 34994
Phone: 772.221.4060
Cell: 772.475.3863
E-mail: sheidt@tcrpc.org

APPLICANT INFORMATION

1. Applicant Organization	City of South Bay
Address	335 SW 2 nd Street
City/State/Zip	South Bay, FL 33493
Contact Person	Leondrae Camel, City Manager
Phone/Email	561-996-6751 / camell@southbaycity.com

Describe Applicants Eligibility.

Municipality/Local Government

Non-Profit Organization

Private Property

Other (Please specify)

Citizen Affected By Potential Site

SITE INFORMATION

Site Name/Parcel

Parcel Control No. 58364414150010080

Site Address 225 NW 1st Avenue

City South Bay

Current Site Ownership (if different from applicant)

Name

Address

City/State/Zip

Phone/Fax/Email

1. **Site Zoning:** Club House/Rec **Total Acreage of Site:** 0.32

2. **# Buildings on Site:** None (2,400 club house recently demolished)

Approx. Sq. Footage: n/a

Condition: (e.g., usable, partially razed, gutted by fire, etc.) n/a

3. **Amount of Delinquent Property Taxes** (if any) \$ n/a (municipal-owned)

Assessed Value: \$37,000 is the estimated value based on County records.

4. **If the applicant owns the property, please describe whether you are responsible for any of the environmental concerns at the site.**

The City originally purchased the parcel in 1986. No environmental concerns have been reported to date (ESAs required to make that determination).

5. **Past Site Uses and Approximate Dates:** (e.g., type of manufacturing, landfill, industrial, commercial, retail, etc.)

American Legion Hall, VFW Posts, etc. since prior to the City's initial purchase in 1986.

6. **Describe how the property became contaminated.**

n/a (no contamination identified to date)

7. **Describe the nature and extent of contamination.**

n/a (no contamination identified to date)

8. **If the site is contaminated with petroleum, provide documentation of the following that:**

- a. the site is of "relatively low risk" compared with other "petroleum-only" sites in the state;
- b. there is "no viable responsible party" legally capable of satisfying obligations under Federal or state law to assess, investigate, or clean up the site;
- c. funding for the site will be used by a party that is not potentially liable for the petroleum contamination to assess, investigate, or clean up the site; and
- d. the site is not subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA).

9. **If the property is not owned by the applicant, please describe any plans for property acquisition.**

10. **If the applicant does not own the property, does applicant have legal permission authorizing Council to enter the property to conduct site assessment activities?**

Yes. If yes, please attach the executed Site Access Agreement form.

No. If no, please Explain.

Note: Failure to obtain legal permission for site access will result in delay of the application.

- 11. Describe the anticipated flow of ownership of site/property throughout the process of assessment, cleanup, and redevelopment and describe any problems.**

No anticipated transfer of ownership.

GENERAL

- 1. Is the brownfields site eligible for State of Florida cleanup funding under the Inland Protection Trust Fund?**

No (not a regulated facility)

- 2. If yes, what is the DEP priority score?**

- 3. What is the timeline for proposed site development/redevelopment activities?**

To be determined based on the proposed due diligence efforts.

ASSESSMENT

- 1. Describe prior site assessment activities, if known. Please attach relevant assessment report(s).**

No previous assessments known/anticipated.

- 2. Describe any compliance or enforcement actions, historically or pending, at the site.**

No obvious indications at this time.

- 3. Describe site assessment activities being requested (Phase I or Phase II, etc) and estimated costs.**

No previous assessment known/anticipated.

- 4. Describe the financial needs for each phase of the project (assessment, cleanup, and redevelopment), if known.**

City is requesting financial assistance for due diligence as part of the redevelopment efforts.

REDEVELOPMENT

- 1. Anticipated Future Use:** (i.e. residential, recreational, commercial, retail, industrial, greenspace area)

Stormwater mitigation for the Tanner Park development.

- 2. Describe applicant's proposed vision for reuse.**

Stormwater mitigation for the Tanner Park development.

- 3. Provide a proposed budget for the project.**

Unknown at this time.

- 4. Describe municipal commitment such as financial incentives to encourage redevelopment (i.e., tax incentives, tax increment financing, fast-tracking permitting etc.). Attach any supporting documents.**

The City received a Planning and Design Grant from the State Legislature and is in the process of seeking additional State and other funds for the construction of the Tanner Park facility.

- 5. Describe proposed funding sources for any site cleanup and current/past evidence of developer interest.**

Site is in an opportunity zone as well as a rural area economic opportunity zone

- 6. How do proposed reuse(s) and your ongoing efforts to prevent the creation of future brownfields fit into your community's master plan, economic development plan/activities and other relevant plans/activities?**

The proposed Tanner Park redevelopment is consistent with local and state building codes, as well as the local comprehensive plan.

- 7. Describe the extent to which the grant would facilitate the creation and/or preservation of parks and open spaces.**

The Tanner Park project will expand and improve an existing park and community center, while adding a critically needed Emergency Operations Center/Facility.

- 8. Describe whether the project will use existing infrastructure or require its expansion.**

The Tanner Park project will utilize existing infrastructure (including roadways, water and sewer services)

COMMUNITY

- 1. Provide a detailed description of the target community that the project will benefit. Explain how the targeted community will benefit.**

See flyer attached on previous Site Application submittal for the Tanner Park site.

- 2. Describe how your plans for reuse of the site will enhance your community's social, economic, and environmental well-being.**

See flyer attached on previous Site Application submittal for the Tanner Park site.

- 3. Describe efforts to involve community organizations in project development and implementation activities.**

The City has, and will continue to, incorporate Citizens' concerns and comments into the design of the Tanner Park facility.

- 4. Describe how affected communities will be involved in future land use and site ownership decisions.**

The community has had the opportunity to provide comments on the Tanner Park project via workshops and public meetings.

- 5. Describe any environmental justice concerns associated with the site.**

See flyer attached on previous Site Application submittal for Tanner Park.

The redevelopment of the park site will have a positive impact on low-income and minority residents.

BROWNFIELDS SITE ACCESS AGREEMENT

Execution of this form is a requirement for assistance through the Brownfields Site Assessment, Cleanup and Remediation program. In consideration of the mutual covenants, promises and representations herein, the undersigned agree as follows:

- 1) _____ (“Owner”), hereby give permission to the Treasure Coast Regional Planning Council (“TCRPC”) and its employees, agents, representatives and its contractors (and their subcontractors) to enter the Owner’s property (“the property”) located at _____. The Owner represents and warrants that the Owner owns 100% of the fee simple title to the property. It is agreed that one of TCRPC’s contractors is an engineering firm.
- 2) This permission is contemplated to be used for the TCRPC’s Brownfields site assessment, cleanup and/or remediation and to include the following activities, which may be performed by the TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) to evaluate, cleanup and/or remediate environmental conditions that may be present at the property and including, but not limited to, the following:
 - a. To access all areas of the property including areas where environmental contamination may exist;
 - b. To conduct interviews, photographs, site sketches and air monitoring;
 - c. To collect, remove, modify any waste, contaminants, soil, surface water, sediment, groundwater and any other materials or substances for the purpose of sampling, cleanup and/or remediation of the property, as deemed necessary, including, but not limited to, the installation of groundwater monitoring wells;
 - d. To use on the property such equipment, including but not limited to vehicles, backhoes and drill rigs, as is deemed necessary to perform any of the above activities; and
 - e. To take such other actions as to the property as are in furtherance of the Interlocal Subgrant Agreement between Owner and TCRPC.
- 3) The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.
- 4) TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) may enter the property during normal business hours and may also make special arrangements to enter the property at other times after Owner has given written consent to do so.
- 5) This permission shall remain effective and shall continue until such time as the Owner delivers to TCRPC written notice of revocation, which revocation shall become effective 10 days after delivery to TCRPC. Notwithstanding the foregoing, this Agreement shall in any event terminate 2 years from the date it has been executed by TCRPC.
- 6) This instrument shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. If any term or provision of this instrument shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This instrument contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements. This instrument may be modified only by an instrument in writing signed by the party to be charged with the modification. Nothing contained in this instrument shall be deemed to make the parties partners or engaged in a joint venture with one another. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile or emailed copy of this Agreement shall be considered for all purposes an original.

Witness

Owner

Date:

Print Name

Print Name

NOTARIZATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me **by means of** [] **physical presence** or [] **online notarization** this ____ day of _____, 20__, by _____, who is personally known to me, or who produced _____ as identification and who did/did not take an oath.

Notary Signature:

Notary Name:

(NOTARY SEAL ABOVE) Notary Public - State of Florida

Accepted by the Treasure Coast Regional Planning Council:

Witness

Executive Director

Date:

Print Name

Print Name

NOTARIZATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me **by means of** [] **physical presence** or [] **online notarization** this ____ day of _____, 20__, by _____, who is personally known to me, or who produced _____ as identification and who did/did not take an oath.

Notary Signature:

Notary Name:

(NOTARY SEAL ABOVE) Notary Public - State of Florida

RESOLUTION 24-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING EMERGENCY REPAIRS OF THE CITY HALL AIR CONDITIONING (A/C) SYSTEM FROM ULTRA AIRCONDITIONING INC. IN THE AMOUNT OF \$6,285.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, after a failure of the City's air conditioning (A/C) system during a lightning storm, the City Manager found that it was necessary to make repairs on Units #1, #2, #3 and #5 of the A/C system for the City Hall Administration Building; and

WHEREAS, the City Commission of the City of South Bay hereby ratifies the City Manager's authorization to make the repairs for the A/C system, specifically: the installation of a compressor for Unit #2 & #3 outside Condenser; replacement of air handler blower motor and belt unit #3; replacement of belt for air handler on unit #2; replacement of condenser fan motor and capacitor for unit #1 and replacement of variable speed blower motor for unit #5 for the Administration Office in the amount of Six Thousand Two Hundred Eighty-Five Dollars (\$6,285.00) from Ultra AirConditioning Inc.; and

WHEREAS, in accordance with the City's Purchasing, Policies and Procedures, and Sec. 2-261 of the City's Code of Ordinances regarding emergency purchases, the City Commission authorizes said air conditioning repair.

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 ratifies the emergency repairs of the City Hall air conditioning system in the amount of Six Thousand Two Hundred Eighty-Five Dollars (\$6,285.00) from Ultra AirConditioning Inc., as more specifically attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 21st day of July 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

ULTRA AC "BETTER PRICES, QUALITY SERVICE" (561)445-5427

INVOICE

43901

City of South Bay
335 SW 2nd Ave
South Bay Fl 33493
Attn Ms Cano
(561)996 6751 Ext 110

Date: 7/8/20

Description	Quantity	Unit Price	Cost
Installation of replacement compressor for Unit #2 & #3 outside Condenser	2	\$ 1,750	\$ 3,500
Installation of replacement air handler blower motor and belt unit #3	1	\$ 750	\$ 750
Installation replacement belt for air handler for unit #2	1	\$ 225	\$ 225
Installation of replacement Condenser fan motor & capacitor for unit #1	1	650	650
Installation of replacement variable speed blower motor for unit #5	1	1160	\$ 1,160
	Tax	0.00%	
		Total	\$ 6,285

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Utra Air Conditioning

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Apply to accounts maintained outside the U.S.)

5 Address (number, street, apt. or suite no.) See instructions.
P.O. Box 1343

6 City, state, and ZIP code
Brynken Beach, WI 53125

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-				
--	--	---	--	--	--	--

OR

Employer identification number

4	5	-	2	5	4	4	7	8	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here Diana Schob Signature of U.S. person

Date 5-6-20

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of South Bay
 335 SW 2nd Ave
 South Bay, FL 33493
 (561)996-6751
 (561)996-7950 Fax
 www.southbaycity.com

CONTRACTORS REGISTRATION FORM

Business Name:	Ultra Air Conditioning Inc	
Business Address:	801 Northpoint Pkwy #106	
City, State, Zip:	West Palm Beach, FL 33407	
Mailing Address:	P.O. Box 1343	
City, State, Zip:	Boynton Beach FL 33425	
Email:	perm.process1@49hoo.com	
Business phone:	561 445. 5427	
Qualifier's Name:	Spin Dragan	Contractor Lic# CAC1815439
Qualifier's Signature:	<i>[Signature]</i>	
Date:	7-6-20	

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED ALONG WITH THIS FORM

- County Business Tax Receipt
- Certificate of Competency or State License: (Department of Professional Regulations) please see list of contractors below

General	Plumbing	Underground Utility
Building	Mechanical	Roofing
Electrical	Sheet Metal	Swimming Pool
Residential	Solar	Specialty
- Certificate of Insurance: Liability and Worker's Compensation issued to the City Of South Bay
- Qualifier's Driver's License

For more than one qualifier, please complete one form per qualifier.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 3123 GRANDIFLORA DR
 GREENACRES, FL 33425

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0148 AIR CONDITIONING CONTR	DRAGAN SORIN MIRCEA	CAC1818436	U20.336318 - 03/13/20	\$44.38	B40200121

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

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

ULTRA AIRCONDITIONING INC
 ULTRA AIRCONDITIONING INC
 P O BOX 1343
 BOYNTON BEACH, FL 33425

**LBTR Number: 2020128208
 EXPIRES: SEPTEMBER 30, 2020**

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: ~~CAC1015439~~

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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Ultra Airconditioning

Search

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
ULTRA AIRCONDITIONING INC

Filing Information

Document Number P16000068619 FEI/EIN Number 45-2544787 Date Filed 08/18/2016 Effective Date 08/15/2016

State FL Status ACTIVE

Principal Address

801 northpoint parkway
108
West palm Beach, FL 33407

Changed: 06/30/2020

Mailing Address

PO BOX 1343
BOYNTON BEACH, FL 33425

Registered Agent Name & Address Ultra Airconditioning

801 northpoint parkway
108

West palm beach, FL 33407

Name Changed: 06/30/2020

Address Changed: 06/30/2020

Officer/Director Detail Name & Address

Title P

SCHOBURGH, DALISA
PO BOX 1343
BOYNTON BEACH, FL 33425

Annual Reports

Report Year Filed Date

2018	04/30/2018
2019	04/30/2019
2020	06/30/2020

Document Images

[08/30/2020 -- ANNUAL REPORT View Image in PDF format](#)

[04/30/2019 -- ANNUAL REPORT View Image in PDF format](#)

[04/30/2018 -- ANNUAL REPORT View Image in PDF format](#)

[04/30/2017 -- ANNUAL REPORT View Image in PDF format](#)

[08/18/2016 -- Domestic Profit View Image in PDF format](#)

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CERTIFICATE OF INSURANCE	ISSUE DATE	7/6/2020
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUDER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER Advantage Plus Insurance Inc. 7754 NW 44th Street Fort Lauderdale, FL 33351	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Company
	INSURER B: N/A
INSURED Ultra Air Conditioning Inc PO Box 1343 Boynton Beach, FL 33425	INSURER C: N/A
	INSURER D: N/A
	INSURER E: N/A

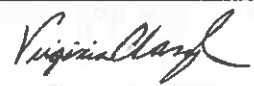
COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	General Liability	CPS3934492	1/17/2020	1/17/2021	General Aggregate	\$2,000,000
					Products-Com/Op Agg.	\$1,000,000
					Personal & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Damage Prem Rented To You	\$100,000
					Med Expense (Any one person)	\$5,000
B	Personal Liability				Combined Single Limit	
					Medical Payments To Others	
C	Excess Liability				Each Occurrence	
					Aggregate	
D						
E	Property				Building	
					Contents	
					Loss Of Use	

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Description of Operations / Specialty Items
Heating or Combined Heating & Air Conditioning Systems or Equipment dealers or distributors & installation, servicing or repair no liquefied petroleum gas (LPG) equipment sales or work

Certificate Holder City of South Bay 335 SW 2nd Ave South Bay, FL 33493	Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
	Authorized Signature 

RESOLUTION NO. 25-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City of South Bay, Florida, on July 21, 2020, adopted a Proposed Millage Rate for the fiscal year 2020-2021; and

WHEREAS, as required by Section 200.065, Florida Statutes, the City scheduled its first public hearing on the proposed budget and millage rate, to be held on September 8, 2020; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay has been certified by the Palm Beach County Property Appraiser to the City of South Bay as Seventy-One Million, Nine Hundred Twenty-Two Thousand, Four Hundred Twenty-Five Dollars (\$71,922,425.00); and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission desires to tentatively adopt a millage rate for Fiscal Year 2020-2021.

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" paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. **Proposed Millage Rate.** The City Commission of the City of South Bay hereby adopts a proposed and tentative millage rate of 6.3089 mills for Fiscal Year 2020-2021, commencing October 1, 2020, through September 30, 2021, which is \$6.30 per \$1,000.00 of taxable property value within the City of South Bay. This millage rate represents a 4.09% increase over the rollback rate of 6.0612 mills.

Section 3. **Public Hearing.** The second and final public hearing on the budget is set September 22, 2020, at 7:00 p.m., in the Commission Chambers at City Hall, 335 SW 2nd Ave. South Bay, Florida.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of July 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2020	County: PALM BEACH
Principal Authority: South Bay	Taxing Authority: South Bay

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	60,393,364	(1)
2.	Current year taxable value of personal property for operating purposes	\$	9,486,914	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	2,042,147	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	71,922,425	(4)
5.	Current year net new taxable value <i>(Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)</i>	\$	53,119	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	71,869,306	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	69,047,186	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date:	
	Electronically Certified by Property Appraiser	6/25/2020 8:33 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		6.3089	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	435,612		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0		(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	435,612		(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0		(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	71,869,306		(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		6.0612	per \$1000	(16)
17.	Current year proposed operating millage rate		6.3089	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	453,751		(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs  **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	\$	435,612	(22)
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)		6.0612 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$	435,936	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all DR-420 forms)	\$	453,751	(25)
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)		6.3089 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1 , multiplied by 100)		4.09 %	(27)

First public budget hearing	Date :	Time :	Place :
------------------------------------	--------	--------	---------

S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Leondrae Camel, CITY MANAGER	Massih Saadatmand, FINANCE DIRECTOR	
	Mailing Address :	Physical Address :	
335 SW SECOND AVE	335 SOUTHWEST SECOND AVENUE		
City, State, Zip :	Phone Number :	Fax Number :	
SOUTH BAY, FLORIDA 33493	5619966751	5619967950	

**City of South Bay
Estimate Ad Valorem Tax
2020-21**

2020-21

	Gross	Adjusted Taxable	
Total Taxable value	\$ 71,922,425	\$ 71,869,306	
Total Millage rate	9.7670		
MSTU	<u>3.4581</u>		
Millage rate applicable to 2019	6.3089		
Adopted rate	6.3089	6.0612	Roll Back Rate
Total estimated revenue	<u>453,751</u>	<u>435,612</u>	Levied
Total after discount 5%	<u>\$ 431,064</u>	<u>\$ 415,249</u>	Budgeted Ad Valorem

RESOLUTION 26-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY INFRASTRUCTURE REPAIR GRANT FOR FISCAL YEAR 2020; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is desirous of redeveloping property located at 105 Palm Beach Road within the City; and

WHEREAS, the City Manager previously submitted a State of Florida Department of Economic Opportunity Grant ("Grant") on an expedited basis in order to meet the grant deadline of June 30, 2020, attached as Composite Exhibit "A"; and

WHEREAS, this grant will support the City's efforts to address damages inflicted by Hurricane Irma and meet its disaster recovery and resiliency goals as outlined in the Glade Regional Master Plan (2015) and the State of Florida Action Plan for Disaster Recovery (Irma) 2018; and

WHEREAS, the City Commission desires to ratify the submission of the State of Florida Department of Economic Opportunity Infrastructure Repair Grant; and

WHEREAS, City Commission finds that ratification of the submission of the State of Florida Department of Economic Opportunity Grant is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes and ratifies the City Manager's submission of a State of Florida Department of Economic Opportunity Grant to the Florida Department of Economic Opportunity for redevelopment consideration of a parcel of land located at 105 Palm

Beach Road within the City, as attached hereto as Composite Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 21st day of July 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)

PROPOSAL INFORMATION FORM

Applicant Project	City of South Bay (Palm Beach County)	Date:	06/29/2020
Name Location	South Bay Emergency Shelter		
Address Project	335 SW 2nd Avenue, South Bay FL 33493-2225		
Description	Demolition and Site Repair of City Emergency Shelter Damaged in Hurricane Irma		
Total CDBG DR Funds Requested		2,080,000	Use Budget template to calculate total units served and estimated CDBG-DR funds per unit

I. CDBG DR THRESHOLD COMPLIANCE

NOTE: DEO will not approve proposals where a CDBG-DR National Objective is not met and Eligible Activities are not included.

A. National Objective: Please mark "Yes" in box next to which National Objective:

Yes Low- / Mod-Income Area **Yes** Urgent Need

1 List all the Florida Congressional and Legislative districts to be serviced by this project.

FL-18 (US)	FL-20 (US)	FL-25 (US)	FL HOR D81	FL HOR D80	FL SS D29
FL SS D25					

2 List the total population, Low-Mod population and the percent of the population that is Low Mod for the service area.

Total Service Area Population: 52,363	# Low-Mod Income Households: 19,315	% Low-Mod Households: 100
---------------------------------------	-------------------------------------	---------------------------

3 Provide a brief description of how the service area was determined.

The service area is described in the Glades Area Master Plan (2015), which was developed through a 2012 HUD Community Challenge Grant. The services area includes the population of the Cities of South Bay, Belle Glade and Pahokee as well as the bordering communities, which are granted access to the shelter in times of emergencies and natural disaster. Populations were determined through 2018 American Community Survey data from the US Census.

B. Eligible Activity

Please mark "Yes" in box next to the *Eligible Activity* your program or project will serve:

- Restoration of infrastructure (e.g. water and sewer facilities, streets, generators, debris removal, drainage, bridges, etc.);
- Public facilities such as emergency community shelters;
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
- Re-nourishment of protective coastal dunes systems

Please mark "Yes" to specify *Vulnerable Populations* to be served:

- Transitional housing, permanent supportive housing, and permanent housing needs of individuals and families that are homeless and at-risk of homelessness
- Prevention of low-income individuals and families with children from becoming homeless
- Special needs of persons who are not homeless but require supportive housing

C. Unmet Needs

NOTE: All CDBG-DR activities must clearly address an impact of the disaster. Mitigation or preparedness activities that are not part of rebuilding efforts are generally ineligible as CDBG-DR recovery activities.

Unmet Need Tied to the Hurricane Irma Disaster Event.

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster.

1 The City has an unmet urgent need, as described in Chapter 21: Disaster Recovery (CDBG-DR) as "to recover from a Presidentially-declared disaster in this low-income area through demolition, debris removal, the repair of the site and the rehabilitation of infrastructure to benefit low-to-moderate income persons and to meet a need having a particular urgency." The critical facility, damaged in Hurricane Irma, that will be addressed in this proposed repair project is the City's emergency shelter and community center. The shelter was damaged in Hurricane Irma and is no longer operational as an emergency shelter. The City has no other emergency shelter. Given that the majority of residents (80.4%) of the City of South Bay live in rental properties or mobile homes, it is essential for these residents that may not have the ability to safely shelter in place to access a public emergency shelter.

2 Describe how proposed program or project primarily addresses Unmet Housing Needs as specified in CDBG-DR Action Plan.

These proposed project activities meet national objectives as described in the Action Plan for Disaster Recovery (Irma) 2018: those needs are described as infrastructure activities that encourage the long-term resilience to natural hazards and align with regional plans, such as the Glades Regional Master Plan (2015). While this project does not directly address housing needs, it does protect those residents with deficiencies in adequate housing protection during natural disasters.

3 Specify Units and Funding Serving LMI Populations and Cost Benefit Analysis - Non-housing project = units equal LMI Households

Proposed CDBG-DR Contract Amount	Total Estimated Units	Maximum CDBG-DR Assistance Per Unit	% of Units Serving LMI Populations	# Units Serving LMI Populations	Grant \$ Serving LMI Populations
\$2,080,000	19,315	\$107	100	19,315	\$2,080,000

- 4 Describe how proposed program or project primarily serves Low- and Moderate-income populations as specified in CDBG DR Action Plan.

100% percent of the grant amount is expended for activities that benefit such persons of low- and moderate-income as these two sub-sets of the population make up the entirety of the residents in the service area of the proposed project.

- 5 Infrastructure Improvements, provide a brief description of how proposed improvements primarily serves housing serving Low- and Moderate-income populations as specified in CDBG-DR Action Plan.

The repair project will serve the communities of South Bay, Belle Glade, Canal Point, Pahokee, and Clewiston, including ZIP Code 33440, all of which are categorized as low-to-moderate income areas. Without a shelter, the City has an urgent need, as described in Chapter 21: Disaster Recover (CDBG-DR), to recover from a Presidentially-declared disaster in this low-income area through demolition, debris removal, the repair the site and rehabilitating infrastructure. These proposed project activities also meet national objectives as described in the State of Florida Action Plan for Disaster Recovery (Irma) 2018: those needs are described as infrastructure activities that encourage the long-term resilience to natural hazards and align with regional mitigation plans, such as the Glades Regional Master Plan (2015).

- 6 Describe how the proposed infrastructure improvements aligns with local mitigation and resilience plans.

The City will rely on City staff, professional engineers and qualified environmental professionals, procured through a fair and open bid process in compliance with federal and state laws, to employ mitigation and resilience strategies as outlined in the Glades Regional Master Plan (2015). The Plan addressed infrastructure improvements, drainage improvements and land usage the meet demands and incorporate resilience for the next twenty years. Where possible, adaptable and reliable technologies to guard against premature obsolescence of infrastructure and to ensure that the construction or rehabilitation of stormwater management systems to mitigate future flood risk will be implemented.

II. MANAGEMENT CAPACITY

- 1 Describe roles of key staff, contractors and/or vendors in operations management of the proposed CDBG-DR funded program and/or project. List any additional staff to be hired and/or procured and for what roles.

The following key staff and contractors will successfully manage the operations of the proposed repair project: The Grant Project Manager will oversee all aspects of the grant projects and will oversee the contractors. The role has been assigned to the City Manager.

The Finance Administrator of the project will oversee all financial aspects of the project and will be responsible for all financial reporting related to the grant. The role has been assigned to the City Financial Director.

The Repair Project Manager will oversee day-to-day repair project operations and activities including all contractors and consultants. This position will be filled by a qualified and experienced professional with experience in project management, demolition oversight, environmental assessment and remedial activities as well as grant management and community engagement. The City will implement its established procurement process that abides by all state and federal procurement regulations, including HUD CDBG requirements.

- 2 a. What is the *experience and capacity of key members of the management team?*

The City Manager for South Bay, Leondrae D. Came, will serve as project director. He has 14 years of experience in executing similar grant projects, such as Department of Justice Project Safe Neighborhoods that allowed the construction of community centers and the development of local safety initiatives and the Florida Department of Economic Opportunity Technical Assistance Grant project, which allowed the City to create and implement a five (5) year Master Plan. He also has experience in creating and regularly monitoring multiple performance matrix and risk assessments to ensure compliance with grant requirement and to identify gaps in policies, procedures and business processes as related to grant programs. Financial requirements and procurements of necessary contractors will be managed by the City Financial Director. He gained 20 years of experience in the management of city finances and grant programs. The finance director has been able to ensure the effectiveness of financial systems and internal controls to ensure that they are fit for the purpose of protecting the public assets. All projects were successfully completed and managed by the City Manager and Financial Director, who will oversee this project.

- b. Describe any projects comparable to the one in this application that the applicant has administered in the last five (5) years.

The City has managed multiple successful county, state and federal grant programs, such as HUD Community Development Block Grants and Florida Department of Transportation grants. From 2017 to 2019, the City received \$979,583.18 in HUD CDBG funds. These funds were applied to multiple projects, including code enforcement and park improvements, which are critical to improving the lives of area residents. The City was successful in completing the following improvements to Tanner and Cox Parks: resurfacing; new recreation and sports equipment/courts; two new gazebos installations; new walking paths; a new playground; perimeter fencing repairs and installation; sidewalk repairs; grade improvements; sod replacements; renovations to restroom building; railing installations; new ADA ramp; resurfacing of existing tennis courts; repainting; and

- c. Please provide an assessment of what worked well, what needed improvement and steps taken to resolve such capacity gaps.

The procurement process went well thanks to the issuance of an RFP that included specific experience and requirements of the firms bidding for the work. Although the project finished on time, we can always work to improve our communication with project contractors, and we will do so with bi-monthly project management meetings.

- 3 If the management team is not fully formed, please provide a description of the *procurement process* the Applicant will follow to cultivate program and project management capacity.

Construction contractors will be qualified through the City's established bid process. To ensure full and open competition, through an invitation to bid process will follow 24 CFR 570.489(g) at a minimum. Contractors will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1700lu), and implementing regulations at 24 CFR part 153. Contractors selected under DEO will ensure that low and very low-income persons- particularly directing opportunities to local residents and businesses whenever possible as long as those parties meet the qualifications of the project. Contractors will make every effort to recruit, target, and direct opportunities to Section 3 residents and businesses as well as notifying Section 3 residents about training opportunities. DEO will provide Contractors with helpful resources to maximize these efforts including, but not limited to, a Section 3 Business Registry, and examples of training and employment opportunities. The City will provide access to procurement procedures as requested by DEO.

- 4 If allocated CDBG-DR funds and if needed, what is your strategy to augment staff and operations management capacity? What is your plan for program and project management in terms of hired staff, contractors and/or vendor?

The City will execute the following as part of its strategy to augment staff and operations management capacity. The responsible party for implementation is identified in parenthesis.
 (1) Execute grant award City of South Bay (City Grant Project Manager and Finance Administrator)
 (2) Solicit competitive quotes/bids (City Finance Administrator)
 (3) Select a contractor for project management, repair activities, community engagement, and grant management support (City Commission and City Grant Project Manager)
 (4) Award the contract for the construction (City Commission)
 (5) Monitor compliance with CDBG requirement (City Grant Project Manager and Project Manger - to be contracted)
 The City will contract with a Project Manager(PM). The PM will be a designated project management professional from a qualified firm selected by a fair and open bid process in keeping with state and federal regulations. The PM will coordinate all consultants and subconsultants, contractors, and vendors. The PM will ensure that are the grantor requirements are met, will ensure schedules are maintained and that closeout of all contracts and grants are completed. The PM will be responsible for master planning and prioritizing

✓ Organization Charts and description of roles are encouraged, but not required for this Application.

5 **Citizen Complaint Policy**

Does the applicant have a citizen complaint policy, acquisition and relocation policy, housing assistance plan and procurement policy in place that meets HUD guidelines?

- Yes Citizen Complaint Policy
 - Yes Acquisition and Relocation Policy
 - Yes Housing Assistance Plan
 - Yes Procurement Policy
- As this is a requirement for funding, please see the CDBG website for examples:
<http://floridajobs.org/docs/default-source/office-of-disaster-recovery/hurricane-irma/irma-comprehensive-policies-and-procedures-draft-5-3-2019.pdf?sfvrsn=2>

III. **READINESS TO PROCEED**

- A. Select "Yes" or "No" for key factors achieved to support that the program or project is ready to proceed:

Supporting Documentation	
Site Control:	<input checked="" type="checkbox"/> Yes
Zoning & Community Approval:	<input checked="" type="checkbox"/> Yes
Environmental Clearance:	<input checked="" type="checkbox"/> No Additional assessment will be part of this project
Procured and Contracted Members of Development and Construction Team:	<input checked="" type="checkbox"/> Yes The city is currently in this process and it is estimated to
Commitment of Matching Funds:	<input checked="" type="checkbox"/> Yes

- B. Describe any issues and proposed solutions to address Readiness To Proceed:

Currently there are no impediments to proceed, once grant funds are approved.

- C. Confirm you submitted a **Production Work Plan** that shows on a month-by-month basis how much time and staff needed to achieve key Milestones

Yes

IV. COST REASONABLE BUDGET

- A. Proposal budgets must reflect cost reasonableness and affirmative efforts to leverage CDBG-DR funds with additional funding to address unmet needs. Budget narrative reflects research, quotes and/or contracted pricing for proposed programs and projects.

Provide a Budget Narrative that describes:

1. Cost estimates and sources of funding. Approach to managing and paying for proposed program or project.

Cost estimates have been received from qualified contractors and experienced environmental professionals. The city is using a layered approach to fund the repair project. These funding streams include multiple grant applications: USDA Communities Facilities Technical Assistance Grant (pending); a subgrant from Treasure Coast Regional Planning Council EPA RLF grant (pending); and an EPA Brownfields Cleanup Grant (to be submitted in 2020 after initial ESAs are complete. Secured funding includes a state appropriation (committed) and funds from the City capital improvement budget.

2. Basis of cost estimates and method for generating cost reasonable budget. Provide quotes, bids, schedules and/or estimates from other comparable projects.

Cost estimates have been received from two qualified contractors who are experienced site restoration and environmental professionals. Cardno Engineering currently has currently has 30 PEs with over 60 years of project management experience. Penonni Engineers has over 20 years of repair experience. Cardno has successfully completed multiple grants from Federal, State and local sources including Disaster Recovery CDBG and FEMA. The costs were determined through material estimates provided by vendors. In addition, the contractors and city team members made multiple site visits to take measurements and to observe existing building conditions and reviewed previous design plans and blueprints in order to determine necessary costs. A utilities engineer determined the infrastructure needs of a new building. Staff team members have made recommendations on

3. Description of how proposed project shall not duplicate benefits as specified in CDBG-DR Action Plan.

The City will leverage funding in accordance with the Robert T. Stafford Act as well as state of Florida DEO policies and procedures to secure that no duplication of benefits for the same purpose of effect to recover from Hurricane Irma is applied to this project project. The Finance Administrator has gained 20 years of experience in the management of city finances and grant programs and has been able to ensure the effectiveness of financial systems and internal controls to ensure that they are fit for the purpose of protecting the public assets.

- B. Leverage and Committed Additional Sources.

Source	Amount	Committed (Yes / No)	If not committed, list status towards reaching commitment
Treasure Coast Regional Planning Council EPA Revolving Fund	\$50,000	No	City submitted a grant application that is currently being reviewed by TCRPC. Funds would be in place by November 2020 once approved.
Palm Beach County Area of Hope CDBG grant	\$100,000	No	Once funding is secured from PBC, the City will allocate funding to this project.
total:			List \$ value of Waiver of Local Impact Fees if available.

If additional funds committed, provide copies of commitment letters or other evidence of commitment.

Yes No

Confirm that the proposed funding request is for FEMA PA program or project match and submit PA commitment

Yes No

V. STORM DISASTER RESILIENCE

- 1 Describe how the proposed CDBG DR-funded program and/or project will pro-actively invest in resilience to damage from future storms as specified in the Federal Register and Action Plan.

Demolition will include the removal and proper disposal of asbestos and lead-based paint that was uncovered/uncapped by the storm. Subsequently the site of the shelter will require brownfields activities to make the site safe for the community residents and protect the ground water and the adjacent Lake Okeechobee, by preventing leaching from the site into the lake and ground water. In order to make the site environmentally safe and reusable for a future emergency shelter, remediation activities are required. Compromised soil and hazardous materials, including arsenic in soils, petroleum, aromatic hydrocarbons, and total recoverable petroleum hydrocarbons in soils, will be removed and properly disposed. At this time, while the sub-surface is exposed, it is prudent, time efficient and fiscally responsible to address sub-surface utility and infrastructure needs that will serve the future shelter. This required infrastructure will be designed and installed prior to the implementation of engineering controls necessary as part of the cleanup process. These tasks are imperative for the reparation of the site for safety and the preparation for mitigation activities in order to keep the site safe from future natural disasters and to protect local residents. Once the site is cleared for reuse, the site will be elevated in accordance with FEMA recommendations as an investment in resilience from future storms. Following demolition and repair, the City's plan is to build a new shelter that will protect residents in the project area.

VI. SUPPORTING DOCUMENTATION

- A. Service Area Maps

For Infrastructure and Economic Revitalization proposals, please provide a Map with an overlay that clearly shows:

- 1 Project Location and/or Service Area **Included**
- 2 Low- and Moderate-Income Service Area **Included**
- 3 Most Recent Flood Plain Map **Included**

B. Other Considerations

Describe any other regulatory reviews such as Federal or State review or regulatory system which may have jurisdiction over the proposed activity(s), such as, federal programs of the Corps of Engineers and the Environmental Protection Agency; and State programs.

Demolition will include the removal and proper disposal of asbestos and lead-based paint that was uncovered/uncapped by the storm. Subsequently the site of the shelter will require brownfields activities, such as Florida Department of Environmental Protection environmental site assessment and remedial activities HUD does allow for environmental assessments, environmental contamination and cleanups as described by per two HUD regulations:
24 CFR 570.201(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under 5 570.205.

VI. CERTIFICATION

As authorized Executive Officer, I certify that staff, contractors, vendors and community partners of our storm recovery initiative:

- A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;
- B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;
- C. Certify that all information submitted in this Application is true and accurate.

Signature: LD Camel
Leondrae D. Camel (Jun 25, 2020 13:40 EDT)

6/25/20

Name: Leondrae D. Camel

Date






City of South Bay FL - Infrastructure Repair Proposal Information Form

Final Audit Report

2020-06-25

Created:	2020-06-25
By:	Carolyn Weaver (carolyn.weaver@cardno.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPlvk92Xqlg4GJ_D76I55477jg9k8dnfS

"City of South Bay FL - Infrastructure Repair Proposal Information Form" History

-  Document created by Carolyn Weaver (carolyn.weaver@cardno.com)
2020-06-25 - 5:19:52 PM GMT- IP address: 208.87.236.201
-  Document emailed to Leondrae D. Camel (camell@southbaycity.com) for signature
2020-06-25 - 5:20:39 PM GMT
-  Email viewed by Leondrae D. Camel (camell@southbaycity.com)
2020-06-25 - 5:34:39 PM GMT- IP address: 172.58.14.152
-  Document e-signed by Leondrae D. Camel (camell@southbaycity.com)
Signature Date: 2020-06-25 - 5:40:45 PM GMT - Time Source: server- IP address: 172.58.14.152
-  Signed document emailed to Leondrae D. Camel (camell@southbaycity.com) and Carolyn Weaver (carolyn.weaver@cardno.com)
2020-06-25 - 5:40:45 PM GMT

APPLICANT INFORMATION FORM

LOCAL GOVERNMENT INFORMATION					
Local Government Applicant:	City of South Bay			Eligible County:	Palm Beach
Local Contact:	Mr. Leondrae D. Camel			DUNS #:	090262515
Title:	City Manager	E-mail:	camell@southbaycity.com		
Mailing Street Address:	335 SW 2nd Avenue			Phone Number	561-996-6751
City:	South Bay	State:	FL	Zip Code:	33493-2225
Executive Official with Authority to Sign Application:	Mr. Leondrae D. Camel			Phone Number	561-996-6751
Title:	City Manger	E-mail:	camell@southbaycity.com		
Executive Official Address (if different):					
City:		State:		Zip Code:	
Please list any other UGLG members of this Application Team, if any:		Contact Person:	Email Address:		
City of Belle Glade		Lomax Harelle	lharelle@belleglade-fl.com		
City of Pahokee		Chandler Williamson	CWilliamson@cityofpahokee.com		
Treasure Coast Regional Planning Council		Stephanie Heidt	sheidt@tcrpc.org		
Please confirm you submitted a signed resolution authorizing Executive Official to sign application and certifications.				Yes:	<input checked="" type="checkbox"/>
				No:	<input type="checkbox"/>

APPLICATION PREPARER INFORMATION					
Application Preparation Agency or Firm:	The City of South Bay				
Contact:	Mr. Leondrae D. Camel				
Address:	335 SW 2nd Avenue, South Bay				
Phone Number:	561-996-6751	Email:	camell@southbaycity.com		
Check Type of Agency Preparing Application:	Private Firm:	<input type="checkbox"/>	Government Agency:	<input checked="" type="checkbox"/>	
	Regional Planning Council:	<input type="checkbox"/>	Other, specify:		

APPLICATION INFORMATION			
Total CDBG-DR \$ Requested:	\$2,080,000		
List jurisdictions for proposed recovery activities (municipalities, Tribal governments, unincorporated areas):	The jurisdiction of the proposed recovery activity is the City of South Bay in Palm Beach County Florida.		
	The beneficiaries of the project are the cities of Belle Galde, Canal Point, Pahokee, Clewiston (Hendry County) and ZIP Code 33440.		
Please confirm the local government covered by the National Flood Insurance Program?	Yes:	<input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Please confirm the proposed activities are consistent with the local comprehensive plan?	Yes:	<input checked="" type="checkbox"/>	No: <input type="checkbox"/>



Project Location/Service Area Use Map

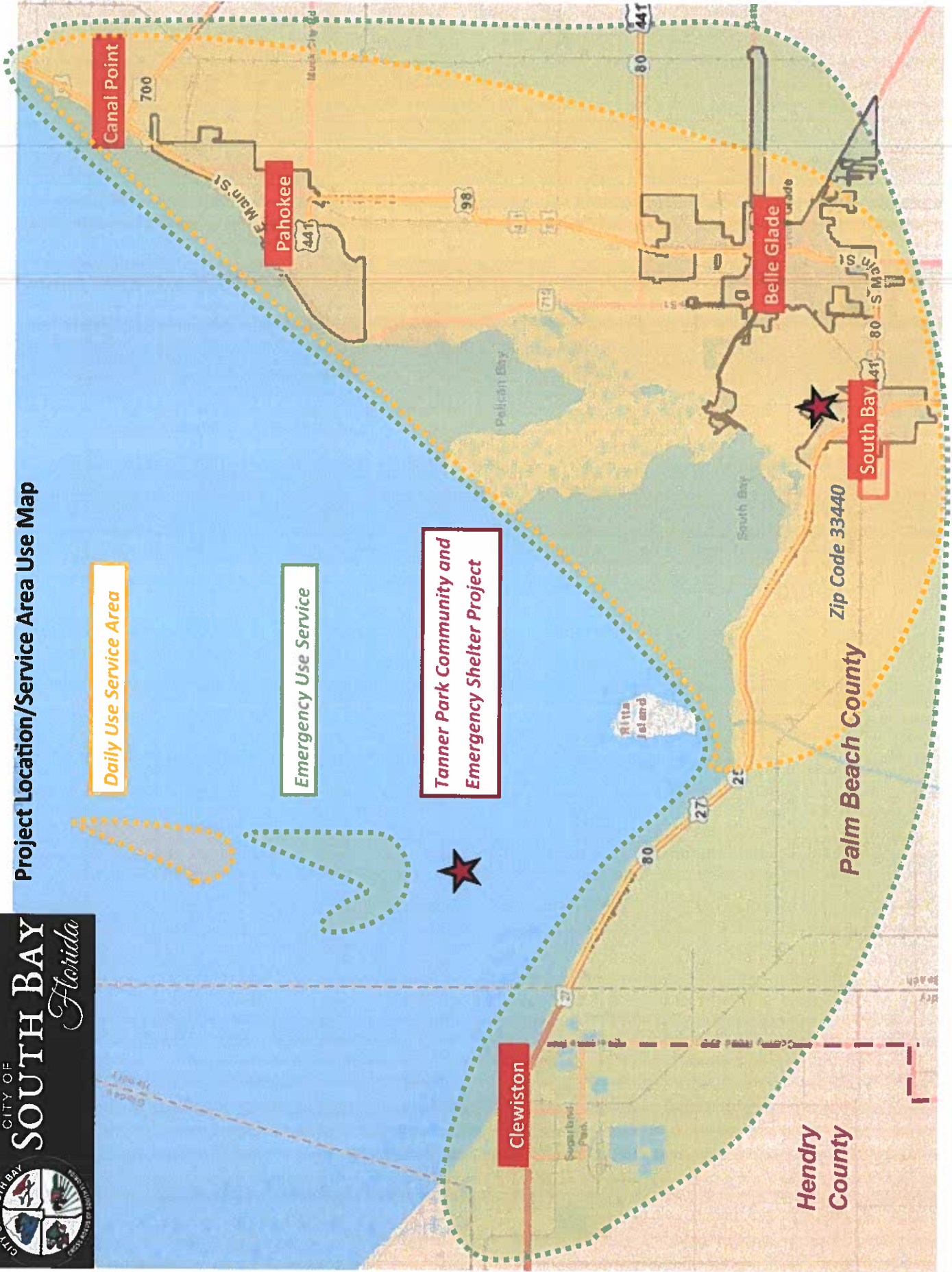
Daily Use Service Area

Emergency Use Service

Tanner Park Community and
Emergency Shelter Project

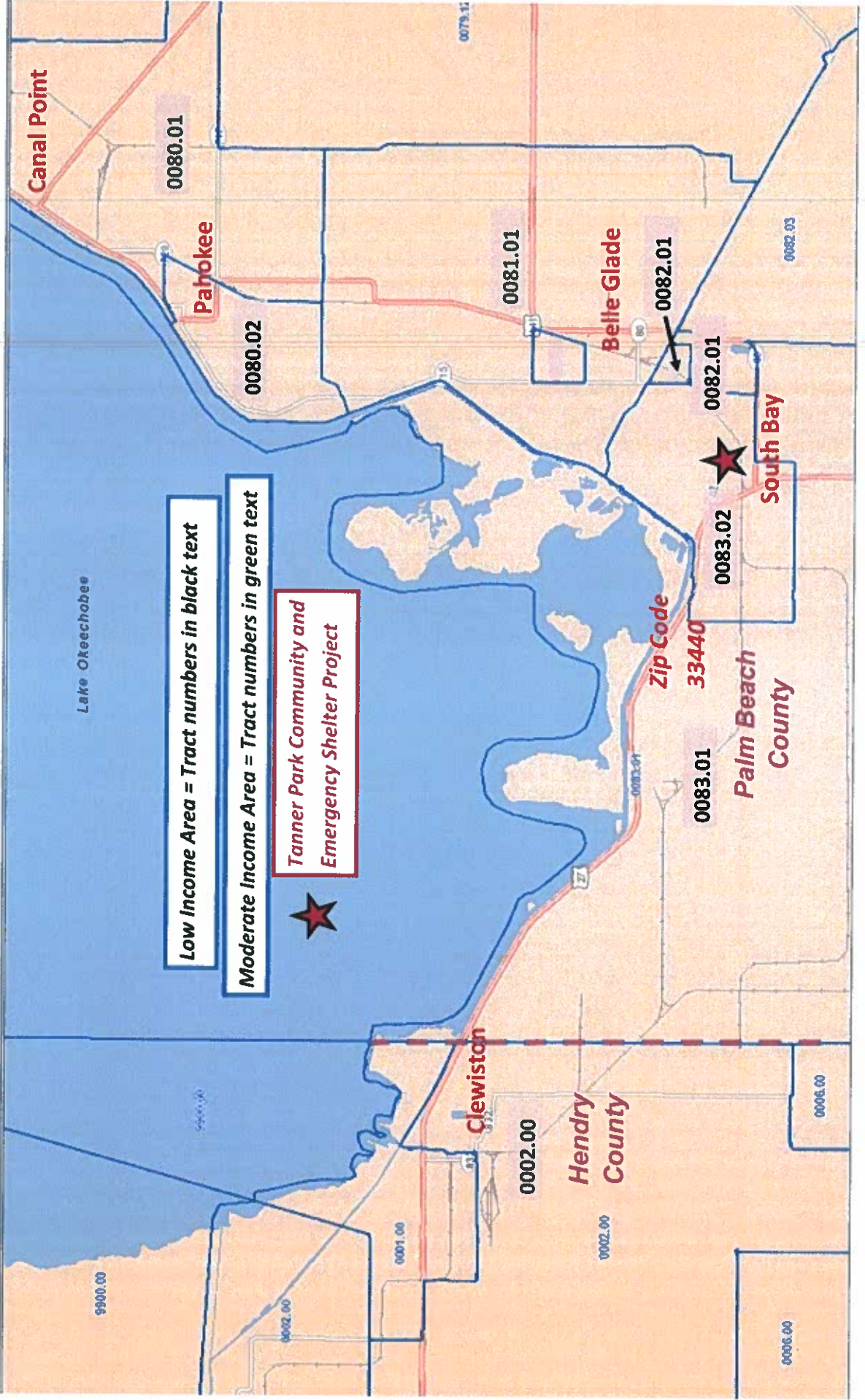
Palm Beach County
Zip Code 33440

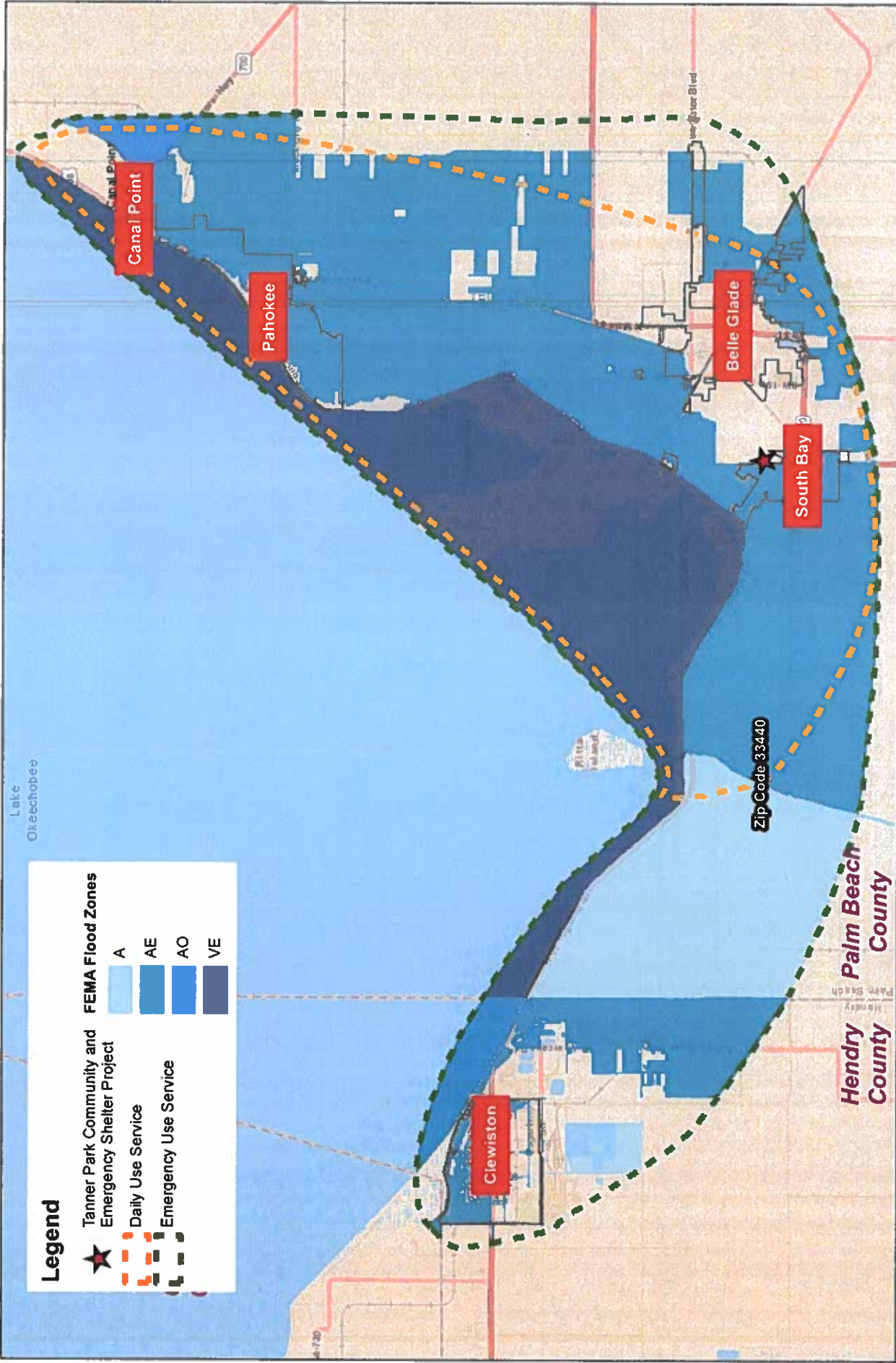
Hendry
County












City of South Bay- Low and Moderate-Income Service Area





Legend

-  Tanner Park Community and Emergency Shelter Project
 -  Daily Use Service
 -  Emergency Use Service
- FEMA Flood Zones**
-  A
 -  AE
 -  AO
 -  VE

This map and all data contained within are supplied as is with no warranties. Cardno, Inc. expressly disclaims responsibility for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. The user assumes responsibility to obtain proper survey data as required by a licensed surveyor, where required by law.



FEMA Flood Zones
City of South Bay Grant Application
Palm Beach County, Florida



380 Park Place Blvd Suite 300, Clearwater, Florida 33759 USA
Phone (+1) 727-531-3505 Fax (+1) 727-539-1294
www.cardno.com

Attachment C – Activity Work Plan

Subrecipient: City of South Bay (Palm Beach County) Activity: Hurricane Irma Project Budget: \$2,570,000
 Contract Number: _____ Date Prepared: 06/19/20 Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Homes Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
June 2020	June 2022	Planning and Public Engagement	15%	\$200,000
January 2021	January 2022	Critical Facility Demolition	25%	\$350,000
October 2020	October 2021	Brownfields/Environmental Activities and Site Clean-up	65%	\$1,000,000
June 2021	June 2022	Building Site Prep and Mitigation	90%	\$1,870,000
June 2020	August 2022	Project Management and Administration	0% - 100%	\$1,975,000
April 2022	June 2022	Final Completion	95%	\$1,975,000
June 2022	August 2022	Project Closeout	100%	\$2,080,000
		Please see the below attachment for task details		

Task/Activity: Planning and Public Engagement
<p>i. Project Implementation:</p> <ul style="list-style-type: none"> • Health & Safety Planning • Hazard/Flood Mitigation Planning • Cleanup Planning/QAPP/remedial Planning • Utility/Infrastructure Planning and Permitting • Community and public information including two public meetings; planning charrette; website and social media updates; signage
<p>ii. Anticipated Project Schedule: Months 1 – 24</p>
<p>iii. Task/Activity Lead(s): City Project Manager, Community Center Project Manager, Community Engagement team, engineering and architectural consultants</p>
<p>iv. Output(s): Health and safety final report; final engineering and architectural plans for hazard/flood mitigation and utility infrastructure and permitting; final cleanup, QAPP and remedial planning report; public notices; city website and social media updates; public meetings; planning charrette; information session</p>
Task/Activity: Critical Facility Demolition
<p>i. Project Implementation</p> <ul style="list-style-type: none"> • Pre-demolition asbestos and lead abatement • Demolition design • Demolition of existing structures • Removal of demolition waste and disposal
<p>ii. Anticipated Project Schedule: Months 8-18</p>
<p>iii. Task/Activity Lead(s): City of South Bay Project Manager, engineering and architectural consultants, City Manager and demolition contractor</p>
<p>iv. Output(s): Demolition schedule; demolition work; tonnage of hazardous materials removed</p>
Task/Activity: Brownfields/Environmental Activities and Site Cleanup
<p>i. Project Implementation for Tanner Park Site and adjacent compensatory flood plain site</p> <ul style="list-style-type: none"> • Asbestos and lead based paint testing • Environmental site assessment (ESAs) Phase I supplemental and Phase II activities • FDEP – Brownfields Program Coordination • Designation of project parcels as a FDEP State Brownfields Area • Execution of Brownfields Site Rehabilitation Agreements for Tanner Park and adjacent compensatory flood plain • Development of Analysis of Brownfields Cleanup Alternatives and FDEP Combined Document – Summarizing Assessment and Remedial Planning Proposals • Site cleanup, including soil removal and other recommended cleanup activities • Implementation of engineering controls, as necessary
<p>ii. Anticipated Project Schedule: Months 5-16</p>
<p>iii. Task/Activity Lead(s): Community Center Project Manager, Qualified Environmental Professional, engineering consultant</p>
<p>iv. Output(s): Environmental Assessment II Report; monitoring reports (if necessary). No-further action determination, if necessary</p>

Task/Activity: Building Site Prep and Mitigation
i. Project Implementation <ul style="list-style-type: none"> • Earthwork design • Utility relocation/infrastructure design • Utility/infrastructure site prep • Flood plain mitigation design and activity • Utility installation • Site security preparation and implementation
ii. Anticipated Project Schedule: Months 12-24
iii. Task/Activity Lead(s): City Project Manager, engineering consultants, contractor for utility, earthwork and site security implementation
iv. Output(s): Final earthwork and infrastructure design, site mitigation activities including stormwater retention and site elevation and stabilization; site preparedness final report; final engineer and architectural review of site readiness for building construction; utility and infrastructure installation; site security elements installed
Task/Activity: Project Management/Administration
i. Project Implementation <ul style="list-style-type: none"> • Contractor/subcontractor procurement • Contractor coordination and oversight • Compliance monitoring and reporting • Grant administration • Financial oversight and budget management
ii. Anticipated Project Schedule: Months 1-27 months (including grant closeout)
iii. Task/Activity Lead(s): City Project Manager, Finance Administrator, Community Center Project Manager and Grant Appropriations Manager, engineering consultants
iv. Output(s): Financial statements, bid documents, contracts, grant reports, closeout documentations

Florida DEO Irma CDBG-Infrastructure Repair Project Budget

Project Name:	City of South Bay (Palm Beach County) Critical Facility Repair Project	Primary Contact Name and Phone Number:	Leontrae Camel 561-996-6751	Official Applicant Entity Name:	City of South Bay
Project		Budget			Notes
Description	CDBG-DR Funds Requested	Other non CDBG-MIT Funds	Source of Funds*	Total Funds (CDBG-DR and Other)	
Planning and Public Engagement	\$ 200,000	\$25,000	USDA Technical Assistance Grant (tentative)	\$225,000	Planning activities and estimated costs per sub-task: Health & Safety Planning (\$25,000); Hazard/Flood Mitigation Planning (\$40,000), Cleanup Planning/QAPP/premedical planning (\$45,000); Utility/Infrastructure Planning (\$65,000); permitting (\$25,000); Public engagement, including two public meetings; planning charrette; website and social media updates; signage; (\$25,000)
Critical Facility Demolition	\$ 150,000	\$15,000	City Operating Budget	\$165,000	Demolition activities and costs per sub-task: Demolition Design(\$15,000); Pre-demolition asbestos and lead-based paint abatement/removal and disposal (\$50,000); demolition of existing structures(\$75,000); removal of demolition waste and disposal (\$25,000)
Brownfields/Environmental Activities and Site Clean-Up	\$ 630,000	\$50,000	EPA RLF sub-grant (TCRPC-secured)	\$930,000	Brownfields activities and costs per sub-task: Phase I and II Environmental Site Assessments (\$70,000); site clean-up removal and restoration (\$850,000); Engineering controls(\$10,000)
Building Site Prep and Mitigation	\$ 1,000,000	\$50,000	State appropriation	\$1,150,000	Site prep and mitigation activities and costs per sub-task: Earthwork Design (\$35,000); Utility relocation/Infrastructure design (\$25,000);

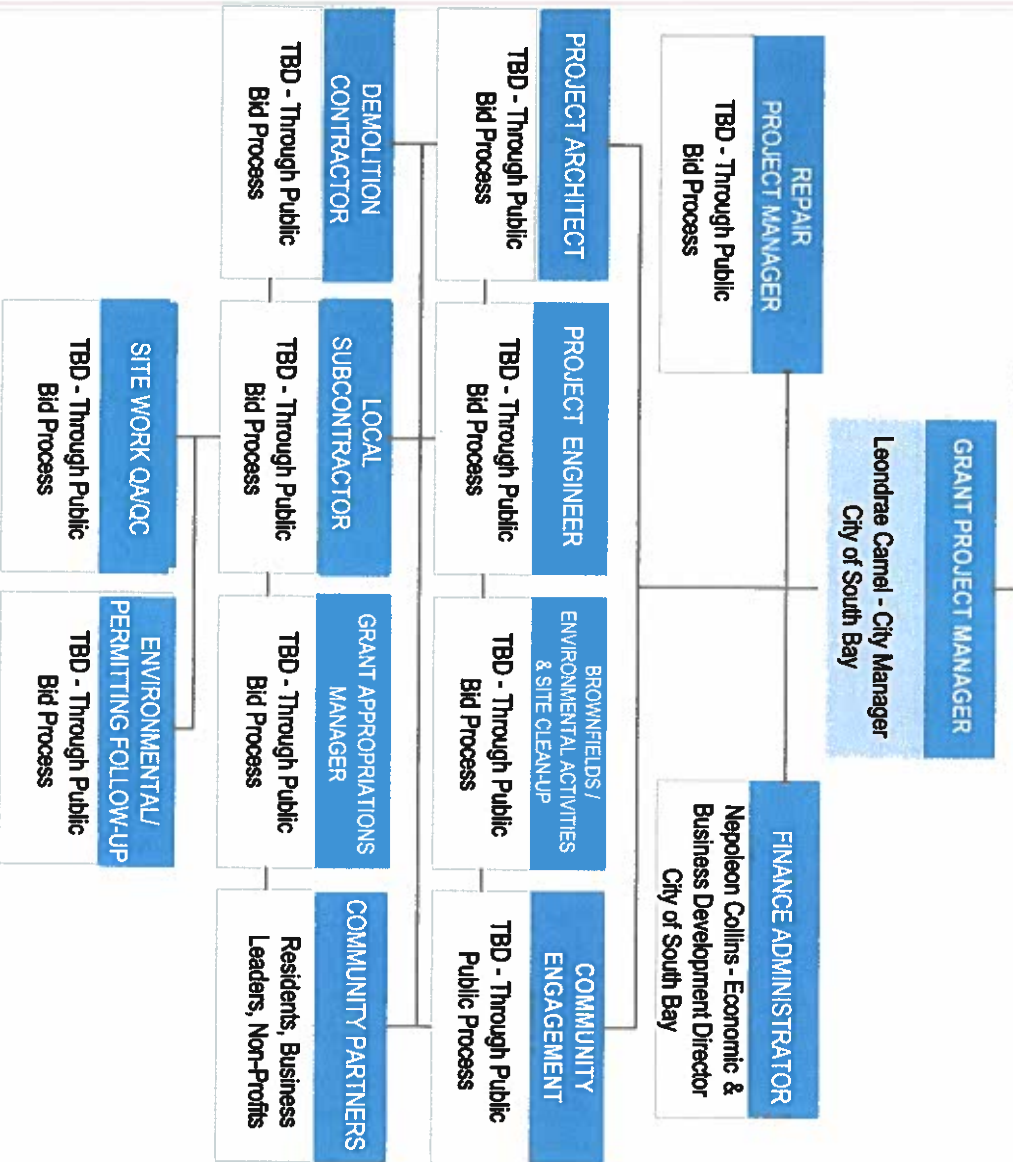
		\$100,000	Palm Beach County Area of Hope CDBG Grant		Utility/Infrastructure site prep (\$650,000); Flood plain mitigation design and implementation (\$315,000); Site security installation; oversight; and continuation; removal after completion (\$125,000)
Project Management and Administration	\$ 100,000			\$ 100,000	Project management activities; Contractor/subcontractor procurement; subcontractor coordination and oversight and compliance monitoring and reporting; Financial/budget oversight and reporting; Grant administration
Totals:	\$2,080,000	\$490,000		\$2,570,000	

* All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits.

	Source of Other Funds	Amount
	USDA Technical Assistance Grant (anticipated)	\$25,000
	City operating budget 2021 – capital repairs reserve (committed)	\$15,000
	Treasure Coast Regional Planning Council (TCRPC) EPA Revolving Loan Fund Subgrant (anticipated)	\$50,000
	FY21 EPA Brownfields Cleanup Grant (anticipated but highly competitive)	\$250,000
	Palm Beach County CDBG Area of Hope Grant	\$100,000
	FY21 State of Florida Appropriation (anticipated)	\$50,000
	Funds from other sources - total	\$490,000
	REMAINDER requested from FL DEO Repair Program	\$2,080,000
	Project total	\$2,570,000



CITY OF
SOUTH BAY
Florida



Community Meeting Verification
City of South Bay, Palm Beach County, Florida

The following pages contain the meeting agenda, minutes and verification of advertisement.

All city public meetings are currently being held online as virtual meetings so no sign-in sheets are available. Comments are being accepted via email, and no comments were received.

RESOLUTION 27-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER TO EXECUTE A NATIONAL EMERGENCY DISLOCATED WORKER WORKSITE NON-FINANCIAL MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CAREERSOURCE PALM BEACH COUNTY, INC. AND THE CITY OF SOUTH BAY; PROVIDING EFFECTIVE DATE

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") desires to enter into a National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding ("MOU") with the City of South Bay ("City") to provide temporary jobs to assist with humanitarian aid, clean up and restoration (collectively referred to as "Project") activities due to COVID-19; and

WHEREAS, the Project shall consist of temporary work wherein a job seeker is referred by CareerSource to the City and is given temporary job functions to perform under the direction and general supervision of City staff; and

WHEREAS, the maximum employment for a CareerSource referred job seeker funded under this MOU cannot exceed twelve (12) months or more than Two Thousand Eighty (2,080) hours, whichever occurs first; and

WHEREAS, the City Commission of the City of South Bay finds that entering into this National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding is in the best interest of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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 the Mayor and/or City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and/or City Manager to execute the National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding with CareerSource Palm Beach County, Inc., attached hereto as Exhibit

"A". The Mayor and/or the City Manager are further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 21st day of July 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Federal Award Name: Disaster-FL-COVID-19
Grantor: United States Department of Labor
Federal Award Identification Number (FAIN): DW-34657-20-60-A-12
Federal Award Year: PY2020
CFDA/CSFA Title and Number: WIOA National Dislocated Worker Grants, 17.277

**NATIONAL EMERGENCY DISLOCATED WORKER WORKSITE
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND**

(Insert Employer Name, Hereinafter Referred To As Contractor)

CONTRACTOR ADDRESS: _____

WORKSITE ADDRESS: _____
(If different than Contractor's address)

CONTRACTOR FEI #: _____

WHEREAS, CareerSource Palm Beach County, Inc. (CareerSource) desires to enter into this National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding (MOU) with Contractor to provide temporary jobs to assist with humanitarian aid, clean up and restoration (collectively referred to as "Project") activities due to COVID-19.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

1. TERM

The term of this MOU shall commence on the date last signed by both parties and shall end on March 31, 2022.

2. TERMINATION

Either party may terminate this MOU at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said MOU should be terminated for convenience as provided herein, CareerSource will be relieved of all obligations under said MOU after the date of termination.

3. RECRUITMENT AND SELECTION

It is understood by CareerSource and the Contractor that no legal employer-employee relationship is created or exists between CareerSource and the CareerSource referred job seeker or the Contractor and the CareerSource referred job seeker. CareerSource referred job seekers shall not be considered an employee of CareerSource or Contractor, although Contractor shall have all supervisory responsibility of the CareerSource referred job seeker. CareerSource shall be responsible for contracting with a third party to act as the employer of record for the CareerSource referred job seeker. The employer of record shall employ the job seeker, pay job seeker wages for all actual hours worked and provide Workers' Compensation coverage for all CareerSource job seekers referred to and approved by the Contractor. For purposes of workers' compensation coverage the job seeker shall be considered an employee of the third party employer of record.

The Project shall consist of temporary work wherein a job seeker is referred by CareerSource to the Contractor and is given temporary job functions to perform under the direction and general supervision of the Contractor. Job seeker recruitment and eligibility determination shall be the responsibility of CareerSource. Job seekers determined to be eligible by CareerSource for the Project will be referred by CareerSource to the Contractor. Contractor shall have the right to reject a job seeker if the Contractor deems the job seeker to be inappropriate for a particular job or jobsite. Furthermore, the Contractor retains the right to dismiss a job seeker and refuse to allow that job seeker to return to the Contractor due to the job seeker's conduct or misconduct.

4. MAXIMUM EMPLOYMENT

Contractor understands and agrees that no CareerSource referred job seeker shall begin temporarily working for the Contractor until this MOU is executed by both the Contractor and CareerSource. The maximum employment for a CareerSource referred job seeker funded under this MOU cannot exceed twelve (12) months or more than Two Thousand Eighty (2,080) hours, whichever occurs first. These limitations apply to the individual job seeker and not specific jobs or job descriptions. The Contractor agrees to provide an immediate response to CareerSource notices of

the job seeker reaching the maximum allowable employment limits and to release the job seeker from the worksite in a timely manner in accordance with the notice. Failure of the Contractor to respond as stated herein may result in the Contractor being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in this Section 4. Job seekers shall not work overtime defined as in excess of 40 hours per pay period or per week, unless written authorization is received in advance by Contractor from the CareerSource point of contact stated in Section 6. Of this MOU.

5. PROJECT OPERATION AND REQUIREMENTS

Project reporting requirements include, as applicable: (1) Employed in Temporary Disaster-Relief Employment- all eligible job seekers enrolled in temporary positions under this MOU must be enrolled using the NTW activity code., (2) Completed COVID-19 Public Health Emergency services- counted when all grant-funded activities have been closed., (3) Employment at completion., (4) WIOA performance indicators apply for individuals who are also enrolled in activities provided by other workforce programs (Wagner-Peyser, WIOA, TAA). The reporting requirements herein and any changes thereto, shall be automatically incorporated and made a part of this MOU.

6. WORK DESCRIPTION

CareerSource will serve as the Administrative Entity to provide the overall guidance for the Project. CareerSource will conduct the programmatic requirements of the Project and will recruit and determine and document job seeker program eligibility, and match job seekers to employment opportunities. Only job seekers determined eligible and referred by CareerSource to the employer of record can be considered for hire by Contractor under the Project. To ensure program compliance, a CareerSource work site monitor will provide oversight of the job seeker and Contractor at regular intervals.

A Job Description shall be written by the Contractor and maintained at the worksite by the Contractor for each job seeker served under this MOU. A copy of each job seeker job description shall be approved in writing in advance by CareerSource prior to the job seeker starting his/her temporary employment with the Contractor. Such Contractor's job descriptions are hereby incorporated herein and shall by reference be made a part of this MOU.

Contractor must determine and ensure that all Contractor approved job seekers at all worksites are only performing Project approved work activities. Contractor shall notify the CareerSource point of contact immediately via telephone followed up within twenty four (24) hours in writing via email of any changes to the job seeker required work hours, job description and/or if the Project work has been completed and the job seeker's employment with the Contractor needs to be ended. The aforesaid termination notice, as well as all other notices required by this MOU, shall be considered received when delivered to the point of contact for each party. Each party may notify the other party in writing via email of any changes to their point of contact. Such change to the point of contact for either party may be made without a written amendment to this MOU. The point of contact for Contractor shall be designated on each job description submitted to CareerSource for approval.

The CareerSource point of contact is as follows:

Charles Duval, Associate Vice President, Business Services
CareerSource Palm Beach County, Inc.
3400 Belvedere Road, West Palm Beach, Florida 33406
Telephone Number: (561) 829-2040 Ext. 2144 E-Mail: cduval@careersourcepbc.com

7. RESPONSIBILITIES OF CONTRACTOR

The following are the responsibilities of the Contractor. The Contractor accepts and agrees that it shall:

- a) not displace or layoff any currently employed Contractor employee in a position to be filled with a CareerSource referred job seeker. Contractor worksites must not have had any layoffs of the jobs CareerSource is filling. No Contractor employee shall be displaced by a CareerSource referred job seeker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for Contractor to displace any regular employee or fail to fill a vacancy so that a CareerSource referred job seeker may fill the job requirements.
- b) direct and supervise job seeker work activities at Contractor worksite(s) in accordance with the CareerSource approved job seeker job description
- c) maintain the confidentiality of any information provided by or about any job seeker, except as otherwise approved and authorized in writing by the job seeker, or as otherwise authorized by law
- d) assign work to the job seeker during the entire time they are at the worksite
- e) require the job seeker's conformance with the Contractor's Personnel Rules of Conduct
- f) orient and train its work site Supervisory personnel including any alternate staff directly responsible for the supervision of the job seeker(s) as to the Contractor's responsibilities and obligations under this MOU
- g) be accountable for maintaining CareerSource job seeker time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each job seeker, certifying and signing job

seeker time sheets if all the prior requirements are met and by faxing the timesheets to the employer of record no later than 5 p.m. each Monday for the period commencing midnight on Sunday and ending on 11:59 p.m. on Saturday. Contractor agrees to accept direct financial responsibility for overpayment to the job seeker resulting from Contractor's negligence and/or misrepresentation of actual time worked by the job seeker.

- h) ensure that all required safety supplies and equipment are provided and used in the proper manner for the intended use
- i) conform to normal routines and functions befitting a reasonable business establishment, including but not limited to, appropriate supervision on the premises, displaying positive work habits and maintaining safe working conditions
- j) ensure that all sites where job seekers will be assigned are operated in a sanitary and safe manner in accordance with health and safety standards established by State and Federal law
- k) inform the employer of record and CareerSource immediately via telephone, followed up within twenty four (24) hours in writing via email should an accident or injury occur at the job site affecting or involving a job seeker and require the job seeker to complete a first report of injury form
- l) notify CareerSource and the employer of record by telephone of any problem or concern regarding a job seeker's performance at a worksite as soon as possible, but at least within 24 hours of when the problem is identified
- m) not discriminate against any job seeker or potential job seeker because of race, color, religion, sex, national origin or disability
- n) ensure the job seeker receives fair and impartial treatment and that job seekers shall not be subjected to harassment of any type or form
- o) job seeker(s) will be offered the same terms of employment, working conditions as other members of the Contractor's workforce similarly employed. Contractor shall provide a copy of its policies and/or procedures to the job seeker covering any specific rules or regulations by which the job seeker is required to follow upon the job seeker's first day of temporary employment with the Contractor.
- p) Contractor will provide the requisite instruction, supervision, facilities and equipment necessary to train the job seeker
- q) Contractor shall not directly or indirectly assist, promote (encourage) or deter (discourage) union organizing. For any positions covered under a collective bargaining agreement, Contractor must obtain Notice of Concurrence from the bargaining agent. Contractor shall not employ a CareerSource job seeker without union concurrence, if workers are unionized.
- r) Contractor shall not employ a CareerSource job seeker to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike, is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage
- s) job seeker(s) may not engage in or be employed in the construction, operation or maintenance of any facility used or to be used for sectarian activity
- t) job seeker(s) may not engage in or be employed in political activity or the instruction of worship or sectarian activities or in the construction of sectarian facilities. Job seekers may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- u) notify CareerSource in writing immediately upon notice of the status of a job seeker when one or more of the following situations occur:
 - 1. the job seeker has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit
 - 2. the job seeker was not accepted by the Contractor into temporary employment
 - 3. the job seeker has experienced absenteeism or sickness or other problems
 - 4. the job seeker secured permanent employment with the Contractor
- v) not charge the CareerSource job seeker a fee for the placement or referral of the job seeker in a Contractor position funded by this MOU
- w) follow all applicable wage and hour regulations, including but not limited to: the Fair Labor Standards Act of 1938 (et seq.); Occupational Safety and Health Act of 1970 (et seq.); Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by the U.S. Department of Labor regulations, 29 CFR Part 3; Contract Work Hours and Safety Standards Act; Davis-Bacon Act as amended (40 U.S.C 276a to a-7) supplemented by Department of Labor regulations, 29 CFR Part 5
- x) Contractor hereby represents that Contractor has paid all Federal, State and other taxes as may be required by law and that there are no tax liens filed against Contractor and no judgments entered against Contractor which have not been fully satisfied, discharged and released as of the date of the MOU. Breach by Contractor of the foregoing representation shall constitute a misrepresentation by Contractor and CareerSource may in its sole and absolute discretion terminate the MOU immediately upon notice to Contractor.

8. MODIFICATIONS/AMENDMENTS

This MOU may be modified by either party only upon a written amendment to this MOU executed by both parties. This MOU shall be automatically amended without notice if there are Project changes in federal, state or local laws, rules, regulations or policies.

9. CONFLICT OF INTEREST

Contractor certifies that job seekers referred to Contractor by CareerSource are not members of Contractor's immediate family or the immediate family of any of Contractor's supervisory or management staff. To avoid a conflict of interest, all Contractors who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of this MOU complete and submit to CareerSource the Conflict of Interest Disclosure form.

10. CERTIFICATION REGARDING DRUG-FREE WORKPLACE RULE

Contractor assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, subpart F and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

11. RETENTION OF RECORDS

Contractor agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this MOU for a period of 7 years. Contractor shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the terms of this MOU. Copies of all records and documents shall be made available to the CareerSource upon request at no cost. All documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

12. INDEPENDENT CONTRACTOR

In the execution of this MOU and rendering of services prescribed by this MOU, Contractor shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this MOU, act of Contractor in the performance of this MOU, or act of CareerSource in the performance of this MOU, shall be construed as making Contractor the agent, servant or employee of CareerSource.

13. INDEMNIFICATION/HOLD HARMLESS

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless CareerSource and the Palm Beach Workforce Development Consortium, any director, employee, or agent, officers, heirs, and assignees employees of CareerSource and the Palm Beach Workforce Development Consortium, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any employee, agent, subcontractor, or representative of the Contractor.

In the event of any claim or suit against CareerSource or the Palm Beach Workforce Development Consortium on account of any alleged patent or copyright infringement arising out of the performance of this MOU or out of the use of any supplies furnished or work or services performed under this MOU, Contractor shall furnish to CareerSource, when requested, all evidence and information in possession of Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CareerSource except where Contractor has agreed to indemnify CareerSource or the Palm Beach Workforce Development Consortium or the Palm Beach County Board of Commissioners.

14. NON-ASSIGNABILITY CLAUSE

This MOU or any right accruing hereunder shall not be assigned by Contractor in whole or in part. Any assignment in violation hereof shall be invalid.

15. GOVERNING LAW AND VENUE

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This MOU shall be interpreted under the laws of the State of Florida.

16. PUBLIC ANNOUNCEMENTS AND ADVERTISING/STEVENS AMENDMENT

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project funded in whole or in part under this MOU, Contractor shall clearly state: (1) the percentage of the total cost of the project which will be financed with Federal money under this MOU and (2) the dollar amount of Federal funds for the project (3) Percentage and dollar amount of the total costs of the project that will be financed by non-governmental sources.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

Contractor certifies that it is not currently presently nor previously within a three-year period in accordance with the U.S. Department of Labor regulations at 29 CFR Part 98, 29 CFR Part 95 and 45 CFR Part 74 preceding the effective date of the MOU, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

18. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Contractor shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80 if applicable.

19. CERTIFICATION REGARDING THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED

When applicable, Contractor shall comply with Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the CareerSource.

20. ENERGY EFFICIENCY AND ENERGY POLICY ACT OF 2005 (PUBLIC LAW 109-58)

Contractor agrees to comply with all provisions of the Energy Policy Act of 2005 (Public Law 109-58). Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. NON-DISCRIMINATION EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

Contractor agrees that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all participants in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

22. MONITORING

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or job seeker documents, papers and records or other data relating to matters covered by this MOU for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this MOU. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource.

IN WITNESS WHEREOF, Contractor and CareerSource have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY: Contractor

APPROVED BY: CareerSource

Print Contractor's Name

BY: _____
Signed Authorized Contractor Representative
Highest Ranking Officer Such As The President/CEO

BY: _____
Signed Interim President/CEO Julia Dattolo

Print Individual's Name & Title
Highest Ranking Officer Such As The President/CEO

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____

RESOLUTION 28-2020

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY
MANAGER'S SUBMISSION OF A FLORIDA
DEPARTMENT OF LAW ENFORCEMENT GRANT FOR
FISCAL YEAR 2020; PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City of South Bay ("City") is seeking to obtain coronavirus emergency funds to prepare for, prevent and respond to the coronavirus pandemic; and

WHEREAS, the Florida Department of Law Enforcement ("FDLE") received a Coronavirus Emergency Supplemental Funding ("CESF") award from the United States Department of Justice ("DOJ") to be used for preparation, prevention and response to the coronavirus pandemic; and

WHEREAS, the City Manager previously submitted a Florida Department of Law Enforcement Grant Application ("Grant") in the amount of Fifty Thousand Dollars (\$50,000.00) on an expedited basis in order to meet the grant deadline date of July 1, 2020. See, attached Composite Exhibit "A"; and

WHEREAS, this grant will uphold the City's ability to overcome major obstacles inflicted by the coronavirus pandemic and to address the extraordinary measures the City is taking to protect health, safety and the continuation of essential Informational Technology services; and

WHEREAS, the City Commission now desires to ratify the submission of the Florida Department of Law Enforcement Grant Application; and

WHEREAS, City Commission finds that ratification of the submission of the Florida Department of Law Enforcement Grant Application is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes and ratifies the City Manager's submission of a Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding Grant to the Florida Department of Law Enforcement to obtain coronavirus emergency funds to prepare for, prevent, and respond to the coronavirus pandemic, attached hereto as Composite Exhibit "A"; The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 21st day of July 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)



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

May 1, 2020

Dear Prospective Applicant:

The Florida Department of Law Enforcement received a Coronavirus Emergency Supplemental Funding (CESF) award from the U.S. Department of Justice (DOJ) to be used to prepare for, prevent, and respond to the coronavirus pandemic. FDLE is passing through a portion of this funding as subawards to units of local government.

In order to facilitate the subaward process, the Office of Criminal Justice Grants (OCJG) will require prospective applicants to submit application information *outside of* OCJG's electronic grant management system, SIMON. Applicants interested in applying for funding must complete the following steps:

- Review the subaward solicitation in its entirety
- Ensure the applicant entity is listed on OCJG's Local or State CESF allocation list
- Complete the application narrative questionnaire enclosed
- Complete the subgrant budget detail worksheet enclosed
- Ensure the applicant entity's SAM.gov registration is active

Using the information provided, the assigned OCJG grant manager will prepare a draft of the subgrant agreement in the SIMON system. The OCJG grant manager will notify the applicant's Application Manager when the application draft is complete and ready for review and submission in the system. SIMON will be used for subsequent management of subawards. Additional documentation of items required by federal grant management guidelines may be required.

Please note: To be approved for funding, all proposed activities **must** specifically and clearly tie to preparation, prevention, and response efforts related to the coronavirus pandemic. Proposed activities without a clear link to one of the eligible purposes will not be approved.

If you have any questions, please feel free to call our office at (850) 617-1250 or send an email to criminaljustice@fdle.state.fl.us.

Sincerely,

Rona Kay Cradit
Bureau Chief

RKC/tr

Enclosures

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Instructions: Prospective applicants should review the program solicitation in its entirety prior to beginning their application. Only applicant entities provided on the FDLE Local CESF Allocation list will be approved for funding under the solicitation. In order to receive funding, eligible applicants must complete and submit this questionnaire and the budget detail worksheet to criminaljustice@fdle.state.fl.us.

Part I: Overview

Unit of Local Government Name (Subgrantee):

Implementing Agency Name (if applicable):

Desired Project Period: to (see page 7 of the solicitation)

Allocation Amount:

Part II: Problem Identification

Briefly describe how the coronavirus has impacted your jurisdiction.

The City of South bay is one of Florida's rural communities that's struggling more than big cities because our budget was and is already strained. We are challenged with keeping our staff employed and meeting critical operating service needs. The extraordinary measures we are taken to protect health, safety and the continuation of essential services throughout the emergency is placing our municipal employees and elected officials at risk by requiring them to report cause of the City's fragile I. T. infrastructure. The ongoing increase in COVID19 cases in our jurisdiction has restricted public contact as it's occurring across the nation. The City is positioning itself for a 7% - 9% negative impact to the current budget and upcoming budget.

Municipalities are essential to America's economic recovery and without this support for our local government we may go from being a critical part of the economic solution, to becoming a major obstacle to long-term stabilization

Briefly describe how the coronavirus has impacted your agency's operations.

As a municipal governing agency that is required to meet the needs of the residents, City Hall continues to operate. City Hall is a high risk agency due to constant interactions with residents and visitors. Coronavirus has caused the agency to implement alternate methods of operating, such as, staggered work shifts, modification of work stations, changing the use of common spaces and transport vehicles, and other measures to reduce social mixing.

The City has experienced a decrease in municipal services, i.e. building permit/business tax processing, code compliance hearings, lien searches, and other municipal services due to our fragile I. T. Infrastructure.

There are many challenges for the agency as it pertains to employees. These challenges include age, pregnancy, preexisting conditions, and several other factors.

The City resources for technology was part of a financial wish list. Covid-19 forced the city to test the non secured teleworking capabilities while attempting to meet the public needs and ensure the safety of staff.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part III: Scope of Work

Explanations provided below must relate directly to prevention, preparation, and/or response efforts connected to the coronavirus. The explanations should be generic and explain the activity's correlation to coronavirus. Specific line items will be detailed on the budget worksheet.

Does your agency intend to use funds for:

a) **Salary and benefits for hiring personnel?** Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

b) **Overtime for personnel?** Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

c) **Equipment?** Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

d) Supplies?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

e) Training?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

f) Travel?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

g) Other?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part IV: Performance

As a recipient of CESF funding, subgrantees must report specific data to FDLE on a monthly or quarterly basis as indicated in the final subgrant agreement. Performance reporting will be completed through OCJG's electronic grant management system, SIMON. **Failure to submit the performance report by the deadline will result in a withholding of funds on the subaward.** Data to be collected may include, but not be limited to:

- Amount of funding spent on each activity during the reporting period.
- Number of jobs created or retained as a result of CESF funding (if applicable).
- Number of overtime hours used during the reporting period (if applicable).
- Amount of equipment and/or supplies purchased with CESF funding (if applicable).
- Amount of coronavirus tests purchased with CESF funding (if applicable).
- Number of coronavirus-related trainings conducted (if applicable).

Part V: Grant Contacts and Officials

Applicants for CESF funding must identify key officials in order to approve a subaward in SIMON. Applicants should verify each person listed below has an active SIMON account.

Note: A chief official or chief financial officer may delegate their authority to sign and execute agreements and reports to another individual. However, this action **requires** the submission of a delegation letter signed by chief official or chief financial officer, as applicable, to be emailed to criminaljustice@fdle.state.fl.us.

Unit of Government Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 SW 2nd Avenue
South Bay, FL. 33493
Phone: 561-996-6751
Email: kylesj@southbaycity.com

Implementing Agency Chief Official

Name: Leondrae D. Camel
Title: City Manager
Address: 335 SW 2nd Avenue
South Bay, FL. 33493
Phone: 561-996-6751
Email: camell@southbaycity.com

Unit of Government Chief Financial Officer

Name: Massih Saadatmand
Title: Finance Director
Address: 335 SW 2nd Avenue
South Bay FL. 33493
Phone: 561-996-6751
Email: saadatmandm@southbaycity.com

Project Director

Name: Nepoleon Collins
Title: Economic Development Manager
Address: 335 SW 2nd Avenue
South Bay, FL 33493
Phone: 561-996-6751
Email: Collinsn@southbaycity.com

Application Manager (Point of Contact)

Name: Leondrae D. Camel
Title: City Manager
Address: 335 SW 2nd Avenue
South Bay, FL 33493
Phone: 561-996-6751
Email: camell@southbaycity.com

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part VI: Additional Information and Forms

1. What is the agency's operating capital outlay threshold?

2. With what frequency will the agency report performance and claim reimbursement?
 Monthly Quarterly

3. If allocating funds in the contractual services, expenses, or operating capital outlay category, what methods of procurement will be used?
 Quotes Formal Competition Federal GSA State Contract (#): _____
 Noncompetitive (sole source) Other: _____

The following lists certifications and forms required to be submitted with the application. Please review all descriptions carefully. Failure to provide a required form will result in a hold on funds until the form is received.

Pre-Award Certifications	Completed?	Not Applicable?
<u>Subrecipient Management Capabilities and Compliance Questionnaire (SMQ)</u> : Applicants who have not provided an SMQ form to OCJG in the past six months must complete this form.	<input checked="" type="checkbox"/>	(required)

<u>Certification Regarding Lobbying, Debarment and Suspension, and Drug Free Workplace</u> : Applicants are required to complete this certification with each application.	<input checked="" type="checkbox"/>	(required)
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Non-Discrimination Requirements	Completed?	Not Applicable?
<u>EEO Certification</u> : This certification provides information to aid in ensuring compliance with federal EEO regulations. All applicants must complete this form.	<input checked="" type="checkbox"/>	(required)

<u>EEO Plan (Utilization Report)</u> : Subrecipients with 50+ employees that receive a single award of \$25,001-\$499,999 under any U.S. Department of Justice (DOJ) program must provide a copy of this report every two years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<u>EEO Office of Civil Rights Approval Letter</u> : Subrecipients with 50+ employees that receive a single award of \$500,000 or more under any U.S. Department of Justice (DOJ) program must provide a copy of this report every two years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Personnel	Completed?	Not Applicable?
<u>Personnel Tracking Form</u> : Applicants using funds to create new positions, or sustain positions that would otherwise be terminated, must complete the Personnel Tracking form. <u>Note</u> : This does not apply to applicants using funds for overtime only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Pay Policy</u> : Applicants using funds to create new positions, or sustain positions that would otherwise be terminated, must provide a copy of their pay policy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Overtime Pay Policy: Applications using funds to cover overtime costs must provide a copy of their overtime pay policy.

Procurements

Completed?

Not Applicable?

Agency Procurement Policy: Applicants using funds to purchased equipment and/or supplies should submit a copy of the procurement policy used to purchase the grant items.

Sole Source Justification Form: Applicants proposing to use the sole source method of procurement should submit a justification form to OCJG for approval.

Procurement of a Single Item Over \$500,000: Applicants proposing to purchase a single item over \$500,000 must submit a written justification on agency letterhead justifying the need for the item. These justifications require approval from DOJ prior to purchase.

Procurement of UAS Systems: Applicants proposing to use funds for the purchase of UAS system must complete the UAS Requirements Checklist. The purchase of UAS systems require approval from DOJ prior to purchase.

Third Party Agreements (Contractual Services)

Completed?

Not Applicable?

Subrecipient v. Contractor Determination Checklist: Applicants allocating funds in the contractual services budget category must complete a determination checklist for each vendor.



**Subaward Management
Capabilities and Compliance
Questionnaire (SMQ)**

Upon completion, send a copy of this form to:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
criminaljustice@fdle.state.fl.us

Grant Program:

JAG
 PREA
 NARIP
 NCHIP
 RSAT
 PSN
 Other: FDLE Coronavirus

Subrecipient: City of South Bay

FEID: 59-6000429

DUNS: 049474331

OVERVIEW

In order to meet eligibility requirements, applicants must be able to document compliance with the following prior to receiving a subaward:

- 2 C.F.R Part 25 – *Universal Identifier and System for Award Management Requirements*
- 28 C.F.R Part 42 – *Nondiscrimination; Equal Employment Opportunity, Policies and Procedures*
- 2 C.F.R Part §200.318-326 – *Federal Procurement Standards*
- 2 C.F.R §200.300-309 – *Standards for Financial and Program Management*

INSTRUCTIONS

Applicants seeking federal financial assistance from the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) should complete this questionnaire and provide all applicable documents with the submission of their application. Failure to provide appropriate forms, certifications, policies, procedures, or other documentation for the proposed project may result in special conditions being placed on the subaward.

This form, along with other application forms, may be submitted to criminaljustice@fdle.state.fl.us if scanned at the highest resolution (at least 600 dpi).

Note: Each applicant only needs to submit one pre-award monitoring packet regardless of how many applications for funding are being submitted. Applicants should ensure all "project-specific" forms can be easily identified.

CONTACT INFORMATION

For questions regarding this pre-award monitoring packet, contact FDLE's Office of Criminal Justice Grants at (850) 617-1250 or criminaljustice@fdle.state.fl.us.

APPLICATION POINT-OF-CONTACT (POC)

Please provide a point-of-contact to coordinate any additional information requests FDLE's Office of Criminal Justice Grants may have during review of this packet and your application.

Name: Leondrae D. Camel
 Title: City Manager
 Agency: City of South Bay
 Phone: 561-996-6751
 Email: camell@southbaycity.com

The following section consists of a series of questions to aid in determining compliance with federal regulations required to properly administer these funds. Please read all questions carefully as some questions may require coordination with other divisions/bureaus in your agency (i.e. finance, purchasing, human resources, etc.). Additionally, to avoid possible special conditions being placed on your subaward, please ensure all requested documentation is submitted with this questionnaire.

SECTION I: AUDIT INFORMATION

The **SUBRECIPIENT** has undergone the following types of audits:

Single Audit Financial Statement Defense Contract Agency Audit

Audit Programmatic Audit for:

Other Audit:

None of the above

The **SUBRECIPIENT'S** most recent audit was conducted:

Within the past 12 months Within the past two years More than two years ago

Name of Auditing Agency/Firm: HCT CPA, LLC

Most recent auditor's opinion: Unqualified/Unmodified Qualified/Modified Other

Number of Findings on **most recent audit only**:

Were material weaknesses noted in the audit? Yes No

Were significant deficiencies noted in the audit? Yes No

Has the subrecipient addressed all findings and provided a management response or implemented corrective action? Yes No N/A

SECTION II: NON-PROFIT ORGANIZATION

1. Is the applicant entity a non-profit organization (including a non-profit institution of higher education) as described in 26 U.S.C. 501(c)(3) **AND** exempt from taxation under 26 U.S.C. 501(a)? Yes No NA

If "No" or "N/A" skip to Section III: Accounting System; If "Yes", complete questions 2 and 3 below.

2. Does the applicant non-profit organization maintain offshore accounts for the purpose of avoiding paying the tax describe in 26 U.S.C. 511(a)? Yes No

3. With respect to the most recent year the applicant non-profit organization was required to file a tax return, does the applicant non-profit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 relating to the reasonableness of compensation for certain individuals? Yes No

SECTION III: ACCOUNTING SYSTEM

Helpful Hint – answers to these questions may need to be obtained from your finance department.

1. Which of the following best describes the organization's accounting system:

Manual Automatic Combination

2. Does the accounting system identify the receipt and expenditure of funds separately for each grant? Yes No

3. Does the accounting system record and track expenditures for each grant by budget categories in the approved budget? Yes No

4. Does the accounting system have the capability to record, track, and document cost share or match for each grant? Yes No

5. Is the organization documentation to support recorded match or cost share available if requested? Yes No

6. Does the accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds or budget category (i.e. personnel, travel, etc.)? Yes No

7. Is the financial management system capable of producing the following:

a. Detailed Activity Ledger? Yes No

b. Cash Control Register?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c. Property Control Register? (equipment purchases)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
SECTION IV: INTERNAL CONTROLS & SEPERATION OF DUTIES		
<i>Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.</i>		
1. Are the duties of the person responsible for maintaining financial records separated from any cash-related functions?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Are personnel who perform disbursement functions prohibited from purchasing, receiving and inventorying items? If no, are these functions approved by a third party?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No
3. Is the signing of disbursement checks limited to individuals:		
a. Who are authorized to make disbursements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b. Whose duties do not include:		
- Posting and recording of accounts receivable?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
- Approving vouchers for payment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. Describe the financial process/accounting mechanism used by the applicant to track grant funds separately from general revenue, other federal projects, and/or multiple funding sources. Utilizing budgetary and city's accounting manual applicable to state and federal grants in order to comply with the terms and restrictions of grant agreements.		
5. What measures are used to verify all cost elements on a reimbursement are allowable under an approved subaward agreement? The purchase of equipment and services will be made in accordance with approved listing/items by FDLE.		
6. What internal control measures are used to safeguard sensitive information (i.e. personally identifiable information, law enforcement sensitive information, etc.) relating to activities, expenditures, documentation, etc.? The access, use and processes of information and transaction are limited to individuals who are authorized by Finance department and by City Commission.		
7. Did financial staff verify that grant funds would not be used to supplant local funds that had already been appropriated for the grant project or activities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. How long is the agency required to retain grant files and records of grant purchases? 7 years		
SECTION V: CIVIL RIGHTS		
<i>Helpful Hint – answers to these questions may need to be obtained from your human resource department.</i>		
1. Is the entity aware it must comply with federal civil rights regulations including certifications and plan requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Please indicate if any of the following apply to the applicant organization:		
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution
<input type="checkbox"/> Medical Institution		
<input checked="" type="checkbox"/> Does not apply to applicant organization		

3. Does the entity have more than 50 employees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Does the entity receive federal funding under the U.S. Department of Justice, including any funds passed through another entity, of \$25,000 or more, but less than \$500,000?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Does the entity receive federal funding under the U.S. Department of Justice, including any funds passed through another entity, of \$500,000 or more?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Does the organization notify employees <u>AND</u> program participants that it does not discriminate on the basis of race, color, national origin, religion, sex, disability or age?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Does the applicant organization have a written policy or procedure instructing employees <u>AND</u> program participants how to file a complaint regarding discrimination?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Has the applicant organization had any findings of discrimination issued by a State or Federal court in the past three years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

SECTION VI: PROCUREMENT

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

1. Does the organization maintain written procurement procedures which includes provisions for:		
a. Conflict of interest procedures or statements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b. Disciplinary action for conflict of interest violations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c. Avoiding acquisition of unnecessary or duplicative items?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d. Entering into intergovernmental agreements for shared purpose goods/services?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e. Only procuring or awarding contracts to responsible contractors?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f. Prohibiting use of geographical preference?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g. Non-competitive procurement (sole source)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Does the procurement system provide a mechanism to determine selection on a competitive basis?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. Does the procurement system include provisions for checking the Excluded Parties List (sam.gov) prior to award?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

SECTION VII: INVENTORY

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

1. Does the organization's property management system provide and maintain the following information:		
a. A description of the equipment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b. A property identification number?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c. Source of the property, including award number if grant funded?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d. Who the title vests with?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e. Acquisition date?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f. Federal share of property cost, if federally funded?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
g. Location and condition of property?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
h. Ultimate disposition information?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Is documentation regarding property management for grant funded items available?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Does the agency assure that grant funded property is maintained and insured in compliance with federal requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION VIII: SUBRECIPIENT MANAGEMENT AND MONITORING	
1. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitoring by the applicant, and (3) comply with the requirements in 2 CFR 200 (see 2 CFR 200.331)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Is this applicant entity aware of the difference between subawards under federal awards and procurement contracts under federal awards, including the different roles/responsibilities associated with each?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from issuing a contract under a federal award to any entity or individual that is suspended or debarred from such awards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION IX: HIGH RISK DESIGNATION	
1. Is the applicant entity designated "high risk" by a federal grant making agency or other pass-through entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY	
On behalf of the applicant entity, I certify to the Florida Department of Law Enforcement that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.	
Title: City Manager	Phone: 561-996-6751
Date: 07/01/2020	Signature:



Lobbying, Debarment and Drug Free Workplace Certification

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL - "Disclosure of Lobbying Activities", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- (a) The applicant certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 -

- (a) The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will

10



**Lobbying, Debarment
and Drug Free Workplace
Certification**

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

be taken against employees for violation of such prohibition;

- (ii) Establishing an on-going drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of this statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
 - (v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
 - (vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).
- (b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

- Certification Regarding Lobbying (required for applications over \$100,000)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)
- Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient:

Printed Name:

Signature: 

Title:

Date:

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>City of South Bay</u>	
Address: <u>335 SW 2ND Avenue, South Bay, FL 33493</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Vicenta DelBosquez-Taylor, HR Director</u>	
Telephone Number: <u>561 996 6751</u>	E-Mail Address: <u>CamellaSouthbaycity.com</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, Vicenta DelBosquez-Taylor [responsible official], certify that City of South Bay [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that City of South Bay [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Vicenta DelBosquez-Taylor [Signature] 6/30/20
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

RESOLUTION 29-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CHANGE ORDER REQUEST #1 ATTACHED AS COMPOSITE EXHIBIT "A" RELATING TO THE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") entered into an agreement dated February 25, 2020 with R and D Paving, LLC for the Reconstruction of South Bay Roadways Project / Glades Area Resurfacing and Reconstruction Project ("Agreement") for the amount of Four Hundred Thirty-Eight Thousand Seven Hundred Five Dollars and 38/100 (\$438,705.38); and

WHEREAS, R and D Paving, LLC submitted a proposal for a Change Order Request #1, a copy of which is attached hereto as Composite Exhibit "A," which would increase the contract price by Sixty-Nine Thousand One Hundred Four Dollars (\$69,104.00) for additional rock, three (3) new speed humps, paving and traffic markings for the Reconstruction of South Bay Roadways Project / Glades Area Resurfacing and Reconstruction Project ("Change Order"); and

WHEREAS, the City Manager, in consultation with the City Engineer Mohan Thampi, PE, finds that Change Order Request #1 from R and D Paving, LLC is necessary; and

WHEREAS, the City Commission of the City of South Bay, Florida has determined that execution of Change Order Request #1 is in the best interest of the City and its residents.

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

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

Section 2. Approval of Change Order. The City Commission of the City of South Bay hereby approves Change Order Request #1 for additional rock, three (3) new speed humps, paving and traffic markings for the Reconstruction of South Bay Roadways Project / Glades Area Resurfacing and Reconstruction Project, attached hereto as Composite Exhibit "A".

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute Change Order Request #1 attached hereto as Composite Exhibit "A". The City Manager is further authorized to take necessary and expedient action to effectuate the intent of this resolution.

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

PASSED and ADOPTED this 21st day of July 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION 09-2020

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

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

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

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

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

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

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

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

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

Section 2. Approval of Agreement; Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between R and D Paving, LLC and the City of South Bay for the Economic Development Transportation Project for Glades Area Resurfacing and Reconstruction Project, Phase 4 as set forth in Composite Exhibit "A" attached hereto.


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

PASSED and ADOPTED this 18th day of February 2020.



Joe Kyles, Mayor

Attested

By: 

Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Week, Esquire
City Attorney

Moved by: Commissioner McKeelin

Seconded by: Commissioner Wilson

VOTE:

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

AGREEMENT

THIS AGREEMENT is dated and will be effective on the 25 day of February in the year 2020, by and between the City of South Bay, (hereinafter called OWNER) and R and D Paving, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

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

ARTICLE 2 - ENGINEER

The Project has been designed by CAP Engineering Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, shall assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within 200 days from the date of Notice to Proceed, and shall be finally complete within 230 days from the date of Notice to Proceed.

3.2 **LIQUIDATED DAMAGES.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Two Hundred Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Five Hundred and 00/100 (\$500.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.

3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The amount of Four Hundred Thirty-Eight Thousand Seven Hundred -Five Dollars and 38/100 (\$438,705.38), is based on the price(s) in the Schedule of Values.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, if any, based on the number of units completed).

5.1.1. Prior to successful completion of 50% of the work, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

90% of Work completed.

0% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A of the General Conditions).

5.1.2. Upon successful completion of 50% of the work, progress payments will be made in an amount equal to 95% of work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

5.2. **FINAL PAYMENT.** Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable) and as set forth in the ITB.
- 8.3 Notice of Award.
- 8.4 General Conditions and Supplementary Conditions.
- 8.5 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).
- 8.6 Owner and Florida Department of Transportation's "Economic Development Transportation Project Fund Agreement" dated November 4, 2013 (not attached hereto).
- 8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).
- 8.8 Addenda numbers ____ to ____, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

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

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

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

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

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

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

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

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

CITY: Leondrae Camel, City Manager
335 SW 2nd Avenue
South Bay, Florida 33493

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

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

ARTICLE 10 – INDEMNIFICATION AND INSURANCE

10 (a) Indemnification

CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the OWNER when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by OWNER in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the OWNER as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

10 (b) Insurance

i. The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR

allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

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

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

v. Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$750,000.00) per occurrences. Exposures to be covered are:

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

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

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

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

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

ARTICLE 11 – SALES TAX INFORMATION

11.1 The Owner is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the OWNER, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the least possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.3 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

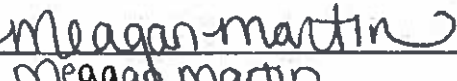
OWNER: City of South Bay

CONTRACTOR R+D Paving LLC

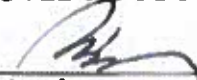
By 
Joe Kyles, Mayor

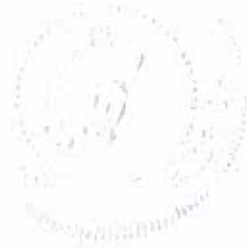
By 
Nancy G. Rosso, President
R & D Paving LLC.

Attest: 
Natalia Malone, City Clerk
(SEAL)

Attest: 
meagan martin
(CORPORATE SEAL)

APPROVED AS TO FORM


City Attorney



N/A

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents for **RECONSTRUCTION OF NW 1ST STREET. ALSO, SE 2ND, 3RD and 4th STREET** and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond to be provided are in due and proper form.

Contractor's Attorney, Print Name

This _____ day of _____, 2020.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.



S/WBE - M/WBE

400 EXECUTIVE CENTER DR. STE 210

WEST PALM BEACH, FL 33401

(561) 588-6681

Fax (561) 284-6541

CO Request 1 - Additional SY for Road Widening & Speed Humps

June 22, 2020

TO: City of South Bay
335 SW 2nd Avenue
South Bay, FL 33943

Project: South Bay SE 2nd, 3rd & 4th Ave
Change Order Request
#2019-17

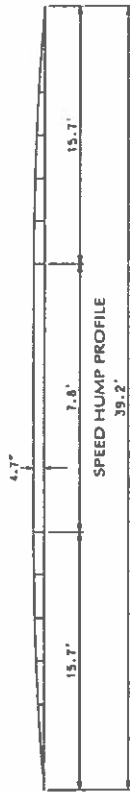
ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
Rock (additional required for existing road area less than 18' wide)					
1	Optional Base Group 9	635	SY	\$84.40	\$53,594.00
Speed Humps (Items # 2 to 6)					
2	Maintenance of Traffic / Flagmen	1	LS		\$930.00
Paving					
3	Grind Butt Joints, Install ITE Speed Hump Type SP9.5 Asphalt	3	EA	\$2,940.00	\$8,820.00
Traffic Markings					
4	Install Thermoplastic Markings, Chevrons for Speed Humps	3	EA	\$440.00	\$1,320.00
5	Install Speed Hump Ahead Signs	6	EA	\$330.00	\$1,980.00
6	Install Speed Hump w/ 20 MPH Signs	6	EA	\$410.00	\$2,460.00
TOTAL:					\$69,104.00

***SEE SPECIAL CONDITIONAL SHEET
IF QUANTITY DECREASES BY 15% UNIT PRICES WILL INCREASE**

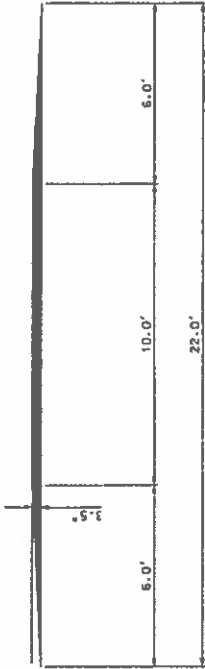
- 1 Price based on work performed in one mobilization.
- 2 Specifications are as noted on proposal.

Rafael C. Ballestero
Estimator

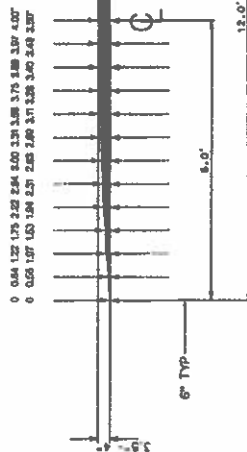
SPEED HUMP (DUTCH DESIGN)



SEMINOLE SPEED HUMP



I.T.E. SPEED HUMP



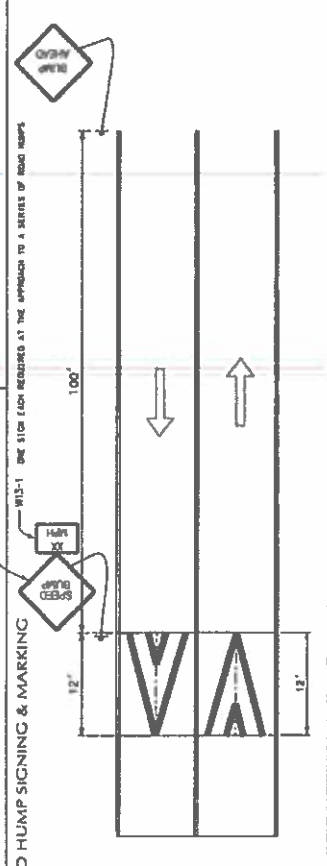
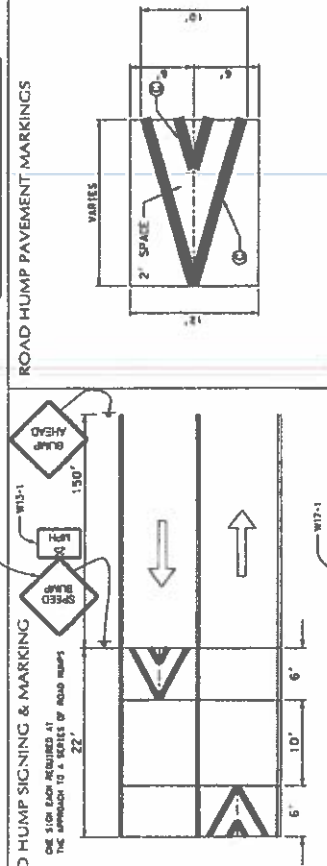
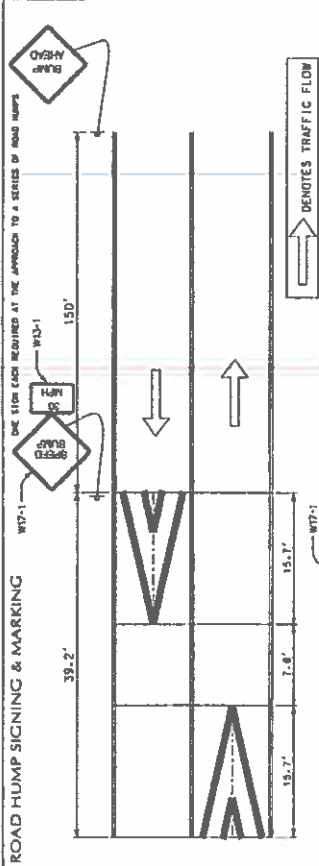
LEGEND:

HEIGHT	CROSSING SPEED
3.5"	20 MPH
4"	15 MPH

COORDINATION WITH STREET GEOMETRY
A THOROUGH ON-SITE ANALYSIS OF ROADWAY GEOMETRICS SHALL BE PERFORMED TO ENSURE THAT SPEED HUMPS WILL NOT BE INTRODUCED INTO A ROADWAY SYSTEM WHERE THERE IS AN EXISTING A SEVERE COMBINATION OF HORIZONTAL, VERTICAL, CURVATURE AND / OR STREET GRADIENT.

COORDINATION WITH TRAFFIC OPERATIONS
SPEED HUMPS SHALL BE SPACED WITHIN 100' FT. OF A TRAFFIC SIGNAL OR STOP SIGN OR WITHIN AN INTERSECTION OR DRIVEWAY. MIN. DISTANCE BETWEEN ROAD HUMPS IS 400' AND THE MAXIMUM SHOULD BE 800'. TO BE CONSTRUCTED ONLY WHEN APPROVED BY PALM BEACH COUNTY ENGINEER.

CONSTRUCTION PROCEDURES
IT IS RECOMMENDED THAT A TEMPLATE BE CONSTRUCTED TO VERIFY THE ACCURACY OF THE HUMP PROFILE AND TO ENSURE THAT THE DESIRED VERTICAL DIMENSIONS ARE ATTAINED WITHIN REASONABLE TOLERANCES (GENERALLY ONE-HALF INCH OR LESS). PROVIDED THE HUMP CHARACTERISTICS WILL BE CHANGED THAT WIGHT IMPACT TRAFFIC SAFETY OR CREATE INEFFECTIVE SPEED CONTROL. IT IS RECOMMENDED THAT THE ROAD SURFACE BE EXCAVATED AT TAPERING EDGES TO PREVENT SPALLING. HUMPS MAY BE INSTALLED IN TWO LIFTS TO IMPROVE ACCURACY AND SHAPE.



PALM BEACH COUNTY, FLORIDA
TRAFFIC DIVISION
TYPICAL

1988 SPEED HUMP DETAILS

DESIGNED BY: *[Signature]*
CHECKED BY: *[Signature]*
DATE: *[Date]*

SCALE: 1" = 10'-0"

NO. DATE BY APP. IN REVISION

REV. 17 12-18

Leondrae,

As requested, the SE 2nd Avenue and NW 1st Street change order procedure is found in the Instruction to Bidders (see attached) which is part of the Bid Documents and Agreement. Page 70 has "Article 8.07-Change Orders" which also refers to Article 10.03 on Page 73 describing change order execution. The Change Order No. 1 attached is recommended for approval ay the July 21st meeting



Mohan Thampi, PE.
Civil Engineer
O 305.448.1711 Ext 3411
C 305.707.5050
www.capfla.com | mthampi@capfla.com
343 Almeria Avenue, Coral Gables, FL 33134

From: Mohan Thampi, PE <mthampi@capfla.com>
Sent: Wednesday, June 24, 2020 12:52 PM
To: Leondrae Camel <camell@southbaycity.com>; Ed Kerr <kerre@southbaycity.com>
Cc: meagan@randdpaving.com; Matt Donnell <matt@randdpaving.com>; Kirk Dermott <kirk@randdpaving.com>; Carlos A. del Pino <cdelpino@capfla.com>
Subject: Fw: Change Order Request No 1 - City of South Bay SE 2nd, 3rd, 4th Avenue and NW 1st Street

Leondrae and Ed,

Have reviewed and found acceptable Change Order No. 1 request from R&D for the additional rock base required and the 3 new speed bumps requested (see attached). Recommend City of South Bay approves this Change Order No. 1 from R&D.

Mohan Thampi, PE
CAP Government
Ph: 305-707-5050

From: Meagan Martin <meagan@randdpaving.com>
Sent: Wednesday, June 24, 2020 9:57 AM
To: Mohan Thampi, PE <mthampi@capfla.com>
Cc: camell@southbaycity.com <camell@southbaycity.com>; Ed Kerr <kerre@southbaycity.com>; Carlos A. del Pino <cdelpino@capfla.com>; Kirk Dermott <kirk@randdpaving.com>; Matt Donnell <matt@randdpaving.com>
Subject: Re: Change Order Request No 1 - City of South Bay SE 2nd, 3rd, 4th Avenue and NW 1st Street

See attached.

Meagan Martin
Business Development

400 Executive Center Dr, Suite 210
West Palm Beach, FL 33401
O: (561) 588-6681 C: (561) 379-3469



On Wed, Jun 24, 2020 at 9:40 AM Mohan Thampi, PE <mthampi@capfla.com> wrote:

Meagan,

Looks good. There is a typo in the Rock line (correct it to "...existing.."). Also add the "Contract Number # 2019-17" to the Project line. Send revised CO#1and I will forward w/with recommendation for City approval.

Mohan

From: Meagan Martin <meagan@randdpaving.com>
Sent: Wednesday, June 24, 2020 8:32 AM
To: Mohan Thampi, PE <mthampi@capfla.com>
Cc: camell@southbaycity.com <camell@southbaycity.com>; Ed Kerr <kerre@southbaycity.com>; Carlos A. del Pino <cdelpino@capfla.com>; Kirk Dermott <kirk@randdpaving.com>; Matt Donnell <matt@randdpaving.com>
Subject: Re: Change Order Request No 1 - City of South Bay SE 2nd, 3rd, 4th Avenue and NW 1st Street

See revised change order to include only 3 speed humps attached .

Kind regards,

Meagan Martin
Business Development

400 Executive Center Dr, Suite 210
West Palm Beach, FL 33401
O: (561) 588-6681 C: (561) 379-3469



On Tue, Jun 23, 2020 at 3:40 PM Mohan Thampi, PE <mthampi@capfla.com> wrote:

Meagan,

Change ITE speed humps to 3 along with corresponding signs. This will meet Palm Beach Traffic Standards requirements as the humps have to be 400 feet from intersections and stop signs and only one can fit that requirement in each of the SE 2nd, 3rd, and 4th Avenues.

I have marked up your R&D's change order for quantities for speed humps. Also change to "Change Order No. 1" as this will be the first one. Add the descriptive for the base rock.

Mohan Thampi, PE.

Civil Engineer

O 305.448.1711 Ext 3411

C 305.707.5050

www.capfla.com | mthampi@capfla.com

343 Almeria Avenue, Coral Gables, FL 33134

From: Ed Kerr <kerr@southbaycity.com>

Sent: Tuesday, June 23, 2020 11:53 AM

To: Mohan Thampi, PE <mthampi@capfla.com>

Cc: camell@southbaycity.com; meagan@randdpaving.com

Subject: Re: Change Order Request No 2 for May 2020- City of South Bay SE 2nd,3rd,4th Avenue and NW 1st Street

Thanks, we will comply with Palm Beach County Traffic Standards

Edgar W. Kerr

Public Works Director

335 SW 2nd Ave

South Bay, Fla

561-996-3998 Office

561-261-6576 Cell

561-996-7950 Fax

ORDINANCE NO. 02-2020

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

WHEREAS, in 1969, the City of South Bay Commission established business tax receipt

in accordance with Chapter 205, Florida Statutes; and

WHEREAS, Section 205.0535, Florida Statutes, allows municipalities to increase the rate

of local business taxes up to five percent (5%) every other year by ordinance enacted by a vote

of a majority plus one vote of the governing body; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE

CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and

the same are hereby made a specific part of this Ordinance.

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

Sec. 30-58. General fee schedule.

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

A

Aircraft:

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

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

Auctioneers:

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

Per year.....\$

\$542.99[Auto] wreckers and tow cars. Person using what are commonly termed "wreckers" for the purpose of towing or transporting wrecked or disabled automobiles, whether such activity is incidental to or connected with any other business or not, and operating on streets of the city. Proof of insurance coverage shall be confirmed at the time of payment of the tax.

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

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

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

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

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

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

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

\$14.33	
11- to 20-car capacity.....	\$
\$22.61	
21-to 50-car capacity.....	\$
\$53.48	
51-to 75-car capacity.....	\$
\$72.22	
76-to 100-car capacity.....	\$
\$108.60	
Over 100-car capacity.....	\$
\$144.70	

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

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

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

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

B

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

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

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

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

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

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

Barbershop or beauty parlor:

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

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

Boot and shoe repair shop:

Using machinery.....	\$
\$32.53	
Repair shop alone, hand workers only.....	\$
\$21.78	

Bootblack stand:

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

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

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

C

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

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

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

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

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

Contractor:

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

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

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

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

D

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

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

E

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

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

F

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

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

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

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

G

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

H

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

\$2.21	20 rooms and less than 30 rooms, per year.....	\$
\$43.87	30 rooms and less than 40 rooms, per year.....	\$
\$10.20	40 rooms and less than 50 rooms, per year.....	\$
\$75.80	50 rooms and less than 75 rooms, per year.....	\$
\$86.82	75 rooms and less than 100 rooms, per year.....	\$
\$97.58	100 rooms and less than 150 rooms, per year.....	\$
\$108.60	150 rooms and less than 250 rooms, per year.....	\$
\$119.33	250 rooms or more, per year.....	\$
\$130.37		

I

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

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

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

L

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

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

Laundry and dry cleaning:
Dry cleaning plant or pressing clothing or pressing club..... \$
\$101.16
Each employee..... \$
\$9.09

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

\$21.78

Locksmiths..... \$
\$32.53

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

M

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

Manufacturing or factories:

Awnings and tents..... \$
\$104.19

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

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

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

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

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

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

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

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

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

N

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

O

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

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

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

P

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

Pawnbrokers.....\$
\$216.92

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Produce:

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

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

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

R

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

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

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

Salesman.....\$
\$72.49

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

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

S

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

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

Storage, self-service:

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

Storage, warehouse:

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

\$173.65

T

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

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

Trophies.....\$
\$57.89

Trucks for hire:

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

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

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

U

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

V

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

W

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

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

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

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

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

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

\$52.37 for each such separate business, profession or occupation engaged in, carried on, practiced or conducted.

Section 3. Conflicts and Repealer.

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

Section 4. Severability.

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

Section 5. Inclusion In Code.

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

Section 6. Effective Date.

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

PASSED FIRST READING this 18th day of February 2020.

PASSED SECOND READING this ___ day of _____ 2020.

Joe Kyles, Mayor

ATTEST:


By: _____
Natalie Malone, City Clerk

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

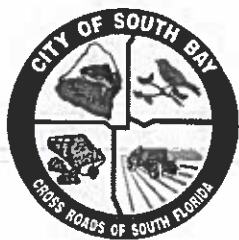
Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette Norris-Weeks
City Attorney

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

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

General Fund

• Utility:		
• Comcast	\$	1,544.46
• T. Mobil		1,378.96
• PBC Water Utility		1,674.21
• FPL		11,345.38
• Bank of America		787.29
• FL Municipal Insurance		19,898.50
• PBC Sheriff		18,657.42
• Burnadette Norris-Weeks, PA		6,763.91
• Coastal network		3,000.00
• Total Solution		38,500.00
• Ford Motor Credit		2,636.66
• Marathon		1,976.75
• United health Insurance		12,337.86
• Clarke		3,549.55
• Cardno		3,500.00
• Purchased of supplies, materials and parts		5,038.75
• Payment for various services		9,106.87
• Payroll deductions		6,319.41
• Other		3,746.38
		<u> </u>
	Total	\$ <u>151,762.36</u>

Capital Project

R&D Paving	\$	131,810.04
A. Hamilton		14,800.00
CAP Government/Engineering		<u>33,530.00</u>
		<u>180,140.04</u>

Sanitation Fund

Southern Waste	\$	<u>61,827.42</u>
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W & S Fund

US Water	\$	<u>7,884.86</u>
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AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12631	ALLY	ALLY	06/08/2020	725.70	B
12632	CITIBOT INC	CITIBOT INC	06/08/2020	450.00	L
12633	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	06/08/2020	1,500.00	
12634	COMCAST	COMCAST	06/08/2020	280.42	
12635	ESTHER BERRY	ESTHER BERRY	06/08/2020	978.55	D
12636	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	06/08/2020	237.46	A
12637	EVERGLADES TRADING	EVERGLADES TRADING	06/08/2020	454.50	L
12638	FEDERAL EXPRESS	FEDERAL EXPRESS	06/08/2020	85.93	B
12639	FPL	FPL	06/08/2020	5,244.87	
12640	MARATHON/MEX BANK	WEX BANK	06/08/2020	725.70	
12641	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	06/08/2020	108.81	C
12642	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	06/08/2020	148.35	A
12643	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	06/08/2020	14.72	L
12644	PALM BEACH POST	CMG-PB REITTANCE ADDRESS	06/08/2020	141.04	B
12645	PBC SUPERVISOR OF EL	PALM BEACH COUNTY SUPERVISOR OF ELECTIONS	06/08/2020	40.00	D
12646	PERFORMANCE NAPA	PERFORMANCE NAPA	06/08/2020	350.27	A
12647	TAX COLLECTOR CORRE	TAX COLLECTOR PALM BEACH COUNTY	06/08/2020	26.00	D
12648	T-MOBILE	T-MOBILE	06/08/2020	689.48	
12649	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	06/08/2020	191.58	A
Non-Electronic Transactions:				12,393.38	
Total Transactions:				12,393.38	

AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12650	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	06/10/2020	38,500.00
Totals:			Total Transactions:	38,500.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12651	CLARKE	CLARKE	06/17/2020	567.65	
12652	COMCAST	COMCAST	06/17/2020	121.26	
12653	COMCAST BUSINESS	COMCAST	06/17/2020	648.82	
12654	COMMUNITY ASPHALT	OHL COMMUNITY ASPHALT	06/17/2020	855.85	A
12655	ESTHER BERRY	ESTHER BERRY	06/17/2020	327.43	D
12656	FEDERAL EXPRESS	FEDERAL EXPRESS	06/17/2020	158.99	B
12657	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	06/17/2020	1,768.20	
12658	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	06/17/2020	496.63	B
12659	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	06/17/2020	252.08	D
12660	SOUTH CENTRAL FLORIC	RAMS, INC.	06/17/2020	1,800.00	L
12661	VRC	VRC	06/17/2020	346.32	B
				Non-Electronic Transactions:	7,343.23
				Total Transactions:	7,343.23

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12662	CLARKE	CLARKE	06/19/2020	604.79

Non-Electronic Transactions: 604.79
Total Transactions: 604.79

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12663	BANK OF AMERICA, NA	BANK OF AMERICA	06/24/2020	787.29
12664	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	06/24/2020	6,763.91
12665	CAP GOVERNMENT	CAP GOVERNMENT	06/24/2020	1,560.00 <i>B</i>
12666	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	06/24/2020	1,500.00
12667	COMCAST	COMCAST	06/24/2020	213.30
12668	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	06/24/2020	45.00 <i>B</i>
12669	FEDERAL EXPRESS	FEDERAL EXPRESS	06/24/2020	29.88 <i>L</i>
12670	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	06/24/2020	19,898.50
12671	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	06/24/2020	1,666.66 <i>B</i>
12672	KELLY TRACTOR	KELLY TRACTOR	06/24/2020	45.17 <i>A</i>
12673	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	06/24/2020	549.97 <i>L</i>
12674	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	06/24/2020	18,657.42
12675	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY INC DBA EAST COAST	06/24/2020	968.25 <i>B</i>
12676	STITCH WORK PLUS	STITCH WORK PLUS	06/24/2020	88.52 <i> </i>
12677	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	06/24/2020	141.04 <i> </i>
12678	XEROX CORP	XEROX CORPORATION	06/24/2020	224.09 <i> </i>

Non-Electronic Transactions:	53,139.00
Total Transactions:	53,139.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12679	AFLAC	AFLAC	06/30/2020	1,645.76 C
12680	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	06/30/2020	1,355.25
12681	IAMAW	IAMAW	06/30/2020	413.00
12682	LIBERTY NATIONAL	LIBERTY NATIONAL	06/30/2020	536.52
12683	MUTUAL OF OMAHA	MUTUAL OF OMAHA	06/30/2020	322.32 D
12684	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	06/30/2020	531.42 C
12685	UNITED HEALTH CARE	UHS PREMIUM BILLING	06/30/2020	12,337.86
12686	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	06/30/2020	239.84 C
Non-Electronic Transactions:				17,381.97
Total Transactions:				17,381.97

AP Check Register Report

City Of South Bay (CSBFND)

07/08/2020 11:37:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12687	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	07/08/2020	262.80 <i>A</i>
12688	CLARKE	CLARKE	07/08/2020	2,377.11
12689	COMCAST	COMCAST	07/08/2020	280.66
12690	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	07/08/2020	857.24 <i>B</i>
12691	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/08/2020	165.96 <i>A</i>
12692	EVERGLADES TRADING	EVERGLADES TRADING	07/08/2020	79.13 <i>L</i>
12693	FPL	FPL	07/08/2020	6,100.51
12694	MARATHON/MEX BANK	WEX BANK	07/08/2020	1,251.05
12695	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	07/08/2020	1,674.21
12696	PERFORMANCE NAPA	PERFORMANCE NAPA	07/08/2020	605.32 <i>A</i>
12697	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	07/08/2020	546.70 <i>B</i>
12698	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	07/08/2020	1,250.00 <i>D</i>
12699	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	07/08/2020	230.00 <i>B</i>
12700	STITCH WORK PLUS	STITCH WORK PLUS	07/08/2020	165.88 <i>B</i>
Non-Electronic Transactions:				15,846.57
Total Transactions:				15,846.57

AP Check Register Report

City Of South Bay (CSBFND)

07/09/2020 10:58:12 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12701	ALLY	ALLY	07/09/2020	725.70 ^B
12702	CARDNO	CARDNO	07/09/2020	3,500.00
12703	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	07/09/2020	868.46
12704	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	07/09/2020	108.81 ^C
12705	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	07/09/2020	259.97 ^A
12706	ROLFE & LOBELLO, P.A	ROLFE & LOBELLO, P.A.	07/09/2020	130.00 ^C
12707	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	07/09/2020	31.02 ^A
12708	T-MOBILE	T-MOBILE	07/09/2020	689.48
12709	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	07/09/2020	239.98

Non-Electronic Transactions: 6,553.42
 Total Transactions: 6,553.42

6,313.44

AP Check Register Report

City Of South Bay (CSBFND)

07/10/2020 8:58:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12710	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	07/10/2020	239.98 A
Non-Electronic Transactions:				239.98
Total Transactions:				239.98

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

05/28/2020 2:42:14 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
183	R&D PAVING LLC	R&D PAVING LLC	05/28/2020	56,584.44
Totals:			Total Transactions:	56,584.44

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

06/17/2020 10:48:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
184	R&D PAVING LLC	R&D PAVING LLC	06/16/2020	75,225.60
Totals:			Total Transactions :	75,225.60

AP Immediate Check Register Report

City Of South Bay (CSBFND)

06/24/2020 2:54:20 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
185	ANDRE L. HAMILTON	ANDRE L. HAMILTON	06/24/2020	14,800.00
Totals:			Total Transactions:	14,800.00

AP Check Register Report

City Of South Bay (CSBFND)

06/26/2020 12:13:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
186	CAP ENGINEERING	CAP ENGINEERING	06/26/2020	30,290.00
187	CAP GOVERNMENT	CAP GOVERNMENT	06/26/2020	3,240.00
Non-Electronic Transactions:				33,530.00
Total Transactions:				33,530.00

AP Check Register Report

City Of South Bay (CSBFND)

06/08/2020 4:17:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
218	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	06/08/2020	35,015.67
Non-Electronic Transactions:				35,015.67
Total Transactions:				35,015.67

AP Check Register Report

City Of South Bay (CSBFND)

07/13/2020 8:54:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
220	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	07/13/2020	24,710.13
Non-Electronic Transactions:				24,710.13
Total Transactions:				24,710.13

GL Reprint Posting Report City Of South Bay (CSBFND)

06/18/2020 2:11:12 PM

Page 1

Posting Detail Period 22						Debits	Credits
Date	GL Account/Description	User ID	Posting Reference				
06/18/2020	440-000-101081 SANITATION BANK	OM	AP-0000003625 - AAAFJI			196.61	
Tran #: 1	Line: 1	Description: WASTE MANAGEMENT	219				
06/18/2020	440-000-101081 SANITATION BANK	OM	AP-0000003625 - AAAFJI				1,905.01
Tran #: 1	Line: 2	Description: WASTE MANAGEMENT	219				
06/18/2020	440-000-202000 ACCOUNTS PAYAB	OM	AP-0000003625 - AAAFJI		196.61		
Tran #: 1	Line: 1	Description: WASTE MANAGEMENT	219				
06/18/2020	440-000-202000 ACCOUNTS PAYAB	OM	AP-0000003625 - AAAFJI		1,905.01		
Tran #: 1	Line: 2	Description: WASTE MANAGEMENT	219				
Totals for Period						2,101.62	2,101.62

Report Totals		Debits	Credits
Posting Totals		\$2,101.62	\$2,101.62

AP Check Register Report
City Of South Bay (CSBFND)

06/03/2020 1:34:29 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2154	US WATER	U.S. WATER SERVICES CORPORATION	06/03/2020	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43

AP Check Register Report

City Of South Bay (CSBFND)

06/19/2020 8:44:40 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2155	US WATER	U.S. WATER SERVICES CORPORATION	06/19/2020	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43