

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

CITY OF SOUTH BAY

CITY COMMISSION MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JUNE 01, 2021

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

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY HALL CHAMBER
TUESDAY, JUNE 01, 2021

.....
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*)**

- 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 - May 18, 2021**
(City Workshop and Regular City Meeting)
 - 5b. Approval of Regular City Agenda- June 01, 2021**

- 6. RESOLUTIONS - (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - 6a. RESOLUTION NO. 18-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION NO. 19-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY WATER UTILITIES DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 20-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CITY OF SOUTH BAY DONATION AND GIFT POLICY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE

6d. RESOLUTION NO. 21-2021

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

6e. RESOLUTION NO. 22-2021

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

- 10. CITY CLERK REPORT**
 - 11. CITY MANAGER REPORT**
 - 12. CITY ATTORNEY REPORT**

 - 13. FUTURE AGENDA ITEMS**
 - 14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER**

 - 15. ADJOURNMENT**
-
-
-

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, MAY 18, 2021
6:30PM

Present:

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther Berry

Commissioner John Wilson at 6:35pm

Commissioner Taranza McKelvin at 6:35pm

Staff:

Leondrae Camel, City Manager

Natalie Malone, City Clerk

Vicky Del Bosquez, Human Resources

Massih Saadatmand, Finance Director *via telephone*

Brunedette Norris-Weeks, Esq., City Attorney 6:35pm

(Full recording/discussion available through the City Clerk/City website)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

3a. **Agenda Items**

4. **ADJOURNMENT** *at 6:59pm*

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, MAY 18, 2021
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 18, 2021 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

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

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Vicky Del Bosquez, Human Resources
Massih Saadatmand, Finance Director *via telephone*
Brunedette Norris-Weeks, Esq., City Attorney

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*
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 - May 04, 2021**
(Regular City Workshop and City Meeting)
- 5b. **Regular City & Workshop Meeting Agenda- May 18, 2021**

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

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

6a. RESOLUTION NO. 16-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CITY OF SOUTH BAY'S INTERNAL REVENUE SERVICE SECTION 125 CAFETERIA PLAN UNDER THE INTERNAL REVENUE CODE OF 1986; PROVIDING FOR AN EFFECTIVE

Moved By: Commissioner McKelvin

Second By: Commissioner Berry

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

6b. RESOLUTION NO. 17-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING AMENDMENT 007 TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND CITY OF SOUTH BAY FOR AN EXTENSION REQUEST TO COMPLETE A CLOSE OUT FOR REPORTING REQUIREMENTS DUE TO COVID-19; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Vice-Mayor Barnard

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL-Bruce Hightower, *Principal*

- 8a. FSA testing complete (this week)-5th grade
- 8b. Summer camp

9. FINANCE REPORT

- 9a. Accounts Payable Report

10. CITY CLERK REPORT

- 10a. Food Distribution- May 21, 2021 at Hands Park in Belle Glade
- 10b. Framers' Market-June 5, 2021
- 10c. Juneteenth Event-June 19, 2021-more details to come
- 10d. Movie Night-TBA

11. CITY MANAGER REPORT

- 11a. Home Rule
- 11b. 2021 State Legislative Update
- 11c. Coronavirus State and Local Fiscal
- 11d. Donation policy

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14a. Commissioner John Wilson
 - Job positions
 - Thank you for coming out

14b. Commissioner Taranza McKelvin

- Stay safe
- Have a blessed night

14c. Commissioner Esther Berry

- It's a pleasure to serve
- Be safe

14d. Vice Mayor Betty Barnard:

- Thanks to everyone who came out
- Stay safe

14e. Mayor Joe Kyles:

- Graduation-Tri City Education Committee
- Keep each other in prayer
- God Bless

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 18-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay is a party to an Interlocal Agreement for Palm Beach Workforce Development Consortium; and

WHEREAS, an amendment has been made to Paragraph 10, subparagraph (d), attached hereto as Exhibit "A"; and;

WHEREAS, the City Commission for the City of South Bay desires to approve the revised agreement in its entirety.

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 Amendment to Interlocal Agreement. The City Commission of the City of South Bay hereby approves the amendment to the Interlocal Agreement for Palm Beach Workforce Development Consortium. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of June 2021.

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)

**INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

THIS INTERLOCAL AGREEMENT, is entered into this ____ day of _____, 2021, by and between Palm Beach County (County) a political subdivision of the State of Florida and the City of Delray Beach, the City of Palm Beach Gardens, the City of South Bay and the City of West Palm Beach. The Parties acknowledge that the prior Interlocal Agreement R2007-1220 creating the Palm Beach Workforce Development Consortium (Consortium), dated July 10, 2007 and its amendments thereto; the First Amendment to the Interlocal Agreement R2007-1446 clarifying the responsibilities of the Consortium and creating the Palm Beach Workforce Development Consortium Independent Special District (ISD) for the purpose of offering Consortium staff the ability to participate in the Florida Retirement System, dated September 11, 2007; Amendment No. 2 to the Interlocal Agreement R2008-1268 authorizing the designation of a Regional Workforce Board as a one stop operator and direct provider of certain services, dated July 22, 2008 and the Third Amendment to the Interlocal Agreement R2014-1650 establishing Palm Beach County as the Chief Elected Official and adding the City of West Palm Beach as a Consortium member, dated November 18, 2014, are hereby by mutual agreement of the parties replaced in their entirety by this Interlocal Agreement.

WITNESSETH:

WHEREAS, the parties to this Agreement formed the Consortium for the purpose of establishing an ISD and to implement Federal and State workforce development programs and related activities in Palm Beach County, Florida under the provisions of the Workforce Innovation and Opportunity Act, the Temporary Assistance to Needy Families Act, the Wagner-Peyser Act and the Florida Workforce Innovation Act of 2000 ("Workforce Programs"); and

WHEREAS, Public Law 113-128 enacted by the congress of the United States effective July 1, 2015, which Act is known as the Workforce Innovation and Opportunity Act ("WIOA"), established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County; and

WHEREAS, the State of Florida's Workforce Development Board CareerSource Florida, Inc. created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Local Workforce Development Areas; and

WHEREAS, Palm Beach County, Florida has been designated by the Governor of the State of Florida as Local Workforce Development Area 21 ("LWDA 21") and the Palm Beach County Board of County Commissioners is designated as the Local Chief Elected Official, the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21; and

WHEREAS, the governing body of each of the parties to this Agreement desire that its county or city be included in regional workforce development initiatives to avail its businesses and citizens of the benefits of Florida's workforce development strategy, including those programs funded through the Workforce Programs and such other funding sources as may be available to support workforce activities; and

WHEREAS, the above governing bodies in the LWDA 21 have come together to form the Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations contained herein and for other good and valuable consideration, the parties agree and understand as follows:

1. CONTINUATION OF THE CONSORTIUM

- a. The parties to this Interlocal Agreement hereby reaffirm, restate and establish their intent to continue the operation of the multi-jurisdictional consortium, called the Consortium for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Programs, other applicable statutes and such other funding sources as may be available to support workforce activities.
- b. The members, representatives and officers of the Consortium are specified in Sections 8.a. and 8.b. of this Interlocal Agreement.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city of the State of Florida, within Palm Beach County and as such is a general-purpose political subdivision, which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Name	Address
Board of County Commissioners Palm Beach County, Florida	301 North Olive Avenue West Palm Beach, FL 33401
City of Delray Beach Delray Beach, Florida	100 NW First Avenue Delray Beach, FL 33444
City of Palm Beach Gardens Palm Beach Gardens, Florida	10500 North Military Trail Palm Beach Gardens, FL 33410
City of South Bay South Bay, Florida	335 SW 2nd Ave South Bay, FL 33493

City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

3. **CONSIDERATION**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. **GEOGRAPHICAL AREA TO BE SERVED BY THIS AGREEMENT**

a. The geographical area to be served by this Agreement is Palm Beach County, Florida.

b. Pursuant to the designation by the Governor, Palm Beach County shall be the LWDA 21 as provided for in Section 106 of Title 1 of WIOA and Florida's workforce development initiatives as designated by CareerSource Florida, Inc. and the Governor of Florida.

5. **FEDERAL AND STATE REQUIREMENTS**

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing Workforce Programs, as well as any other rules and regulations both state and federal, applicable to these initiatives.

6. **CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES**

The Consortium will employ staff, which on the effective date of this agreement comprises CareerSource, as the administrative entity and the Director Provider of Services to operate and implement Workforce Programs and related programs in LWDA 21.

7. **JOINT UNDERSTANDING**

The terms and conditions, which follow, reflect the joint understanding between the parties.

8. **MEMBERSHIP**

a. The Consortium shall consist of representatives of the five (5) member governments who shall be elected officials designated to serve by their respective Commission, or Council with the exception of the City of West

Palm Beach from which the representative shall be the Mayor. Each municipality shall have one (1) representative, entitled to one vote each. The County shall have one (1) representative entitled to a total of five (5) votes. The elected officials or, in the case of the City of West Palm Beach, the Mayor may designate an alternate to serve in the elected official's or Mayor's absence. The alternate shall be an elected official to the Commission or Council.

- b. The officers of the Consortium shall include a chair which is the representative of the Board of County Commissioners of Palm Beach County. The vice chair shall be elected from among the mayors or elected officials of the four (4) participating cities by the membership of the Consortium for a term of one (1) year, consistent with the state fiscal year, but shall hold office until a successor is duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE CONSORTIUM

- a. To appoint the members of the CareerSource board which shall consist of no less than 19 and no more than 33 members as provided for under WIOA and the Florida Workforce Innovation Act.
 - i. Each municipality that is a Consortium member may appoint one (1) private sector member of the Board, meeting the requirements of WIOA, section 107.(b)(2)(A) and the Florida Workforce Innovation Act. The County will appoint additional private sector board appointments to assure a minimum 51% private sector majority, meeting the requirements of WIOA and the Florida Workforce Innovation Act. Mandatory appointments will be approved by the Consortium.
 - ii. The Consortium may add individual organizational representatives to the membership of the CareerSource Board of Directors as provided for under WIOA and the Florida Workforce Innovation Act, provided that sufficient additional private sector appointments are made to assure a minimum 51% private sector majority.
- b. The Board of County Commissioners of Palm Beach County is designated the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21. The Board of County Commissioners of Palm Beach County shall designate the subgrant recipient, which on the effective date of this agreement is CareerSource, whose responsibility is to administer Workforce Programs. The Board of County Commissioners of Palm Beach County and the subgrant recipient shall enter into a formal agreement.

- c. To determine the procedures for the development of the Local Plan as described in Section 108 of WIOA and the strategy to implement Florida's workforce development initiatives within LWDA 21.
- d. Together with the subgrant recipient to approve the Local Plan for LWDA 21 and modifications thereto.
- e. To provide oversight and guidance in conjunction with the subgrant recipient.
- f. To accept responsibility for compliance and accountability for state and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as the Local Chief Elected Official.
- g. To establish an ISD (to create through an interlocal agreement offering staff the ability to participate in the Florida Retirement System), with no taxing or bonding authority, to enhance workforce development activities in Palm Beach County, Florida.
- h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of this Agreement and the Workforce Programs.
- i. The following provisions for the requirements of the ISD Charter are provided:
 - i. The purpose of the ISD is to develop a readily available workforce of skilled workers which is mandatory to attract new businesses to the ISD and to retain and expand existing businesses within the ISD. This in turn will increase the wealth of the ISD, grow the economic "pie", ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the district's economic future.
 - ii. The powers, functions and duties of the ISD will not be used for the purpose of ad valorem taxation, bond issuance or other revenue-raising capabilities within the district.
 - iii. The method of establishing the ISD was by the First Amendment to the Interlocal Agreement executed on September 11, 2007 between the governing bodies of Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens and South Bay, all located within the boundaries of Palm Beach County, Florida. The ISD shall be reaffirmed by the concurrence and signing of all participants of this Interlocal Agreement.
 - iv. The ISD Charter will be amended as required upon recommendation by any member of the Consortium/ISD providing thirty days written notice prior to a scheduled meeting of the members.

- v. The membership and organization of the ISD will parallel that of the Consortium.
- vi. There will be no compensation for members of the ISD governing board other than for travel and meeting expenses.
- vii. The administrative duties of the ISD governing board are as follows:
 - Determine the procedures for the development of the Local Plan and the strategy to implement Florida's workforce development initiative within the ISD.
 - Together with CareerSource, to approve the Local Plan for the ISD and modifications thereto.
 - Provide oversight and guidance in conjunction with the CareerSource Board of Directors.
 - Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of the ISD.
- viii. The applicable financial disclosure, noticing, and reporting requirements will be followed as required by and in accordance with all applicable Florida Statutes for publicly elected officials, in accordance with Florida's Government-in-the Sunshine Law (Florida Statutes Chapter 286) and reporting will be in parallel with the Consortium and CareerSource as required for federal and state reporting.
- ix. Members of the ISD governing board will be a duly elected County Mayor and a city Councilperson from each of the member municipalities appointed to the ISD by their respective commission or council.
- x. The ISD will be financed through the allocation of federal funds from the United States Department of Labor or the United States Department of Health and Human Services or through any other federal, state or local source. Other funds in the form of public and/or private grants or awards may be available from time to time.
- xi. The ISD will not tax, issue bonds, nor collect non ad valorem assessments, fees or service charges.
- xii. Planning to meet federal and state requirements is the submission of a Local Plan every four years which is process oriented in nature. The Local Plan will be tailored to the ISD and will focus on the outcomes necessary to meet the goals and objectives of the ISD and reviewed on an annual basis.

- xiii. The geographic boundary of the ISD is limited to the confines of the legal description of Palm Beach County, Florida.
- xiv. The creation of this ISD is consistent with local government approved comprehensive plans.

10. MEETINGS

- a. The Consortium Chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The Consortium Vice Chair shall preside in the absence of the Chair and shall have the power to exercise and perform all duties of the Chair.
- b. Meetings shall be held at least twice annually.
- c. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.
- d. A quorum at any Consortium meeting shall consist of the representative of the Board of County Commissioners of Palm Beach County and two (2) additional members or their designated alternates. A quorum is required to transact Consortium business.
- e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

11. FINANCIAL SUPPORT

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department of Labor or the United States Department of Health and Human Services for Workforce Programs or other workforce development or related grants provided by CareerSource Florida, Inc. or through any other federal, state or local source. In addition, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.
- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including Workforce Programs or others, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including any other State and Federal grants or other funding which will further the purpose of the program. The above language does not

preclude units of local government from expending funds under their jurisdiction on workforce development programs.

- c. The Consortium is a governmental entity as defined in Chapter 768.28 Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Consortium for which sovereign immunity is applicable. Nothing herein shall be construed as consent by a member of the Consortium as a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this or any other contract, this agreement or any part thereof. The Consortium shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State workforce development programs.
- d. The Consortium shall purchase Insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from any liability, which may attach due to its operation of the Workforce Programs or other Federal or State workforce development programs.

12. POWERS DELEGATED TO THE CONSORTIUM

The Consortium shall make all policy decisions except those which must be made in partnership with CareerSource pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to, those powers enumerated at Section 163.01(5), (6), and (7) of the Florida State Statutes, such as, but not limited to:

- a. The approval of the CareerSource President and CEO, upon the recommendation of the CareerSource Board of Directors. In accordance with Section 445.007(2)(c) Florida Statutes and CareerSource Florida Administrative Policy Number 110, Section IV.A.1. The Local Chief Elected Official may remove a member of the Board of Directors, the CareerSource President and CEO, or the designated person responsible for the operational and administrative function of CareerSource for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste or lack of performance.
- b. The power to appoint a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 of the Florida State Statutes, Sections 163.01(7) (b). The designation on the effective date of this agreement is CareerSource.
- c. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be conducted in accordance with the

Florida Statutes and Government Auditing Standards.

- d. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.
- e. Authorization of the President and CEO of CareerSource to negotiate, enter into and execute agreements following the approval of CareerSource Board policy as appropriate to carry out the operational and administrative requirements and functions of the Workforce Programs, Local Plan and for day to day operations.
- f. Authorization of the President and CEO of CareerSource, to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the CareerSource Local Plan filed with the state. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.
- g. Authorization of the President and CEO of CareerSource, to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.
- h. Authorization of the President and CEO of CareerSource to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and or the CareerSource board as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and CareerSource board for ratification by the appropriate entity. All such contracts, purchases and expenditures shall be in accordance with established rules and governing state and federal policies and circulars.
- i. The manner in which funds shall be disbursed or paid by the administrative entity charged with operating the programs of providing services contemplated by this Agreement which on the effective date of this agreement is CareerSource.
- j. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and state rules.
- k. The disposition, diversion or distribution of any property acquired.
- l. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.
- m. The manner in which staff shall be employed to carry out and serve Consortium and CareerSource objectives.

- n. The development of procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state rules and regulations and policies, rules and regulations of the CareerSource Florida Inc. and the Florida Department of Economic Opportunity.
- o. Any other necessary and proper matters as they may arise and as agreed upon by the Consortium members and member governments.

13. SIGNATORY

The Chair shall act as signatory for the Consortium. In the absence of the Chair, any of the other members may sign for the Consortium in the Chair's stead.

14. ALL PRIOR AGREEMENTS

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

15. AMENDMENT

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. TERM; TERMINATION

This Agreement shall be automatically renewed annually without action of any party. Should any party to this Agreement wish to terminate its participation, a 60-day written notice shall be provided to all parties hereunder and to the President/CEO of CareerSource, 3400 Belvedere Road, West Palm Beach, Florida 33406. Notice must be given in writing sent by Certified United States Mail with Return Receipt Requested.

FOR:

Board of County Commissioners
Palm Beach County, Florida

301 North Olive Avenue
West Palm Beach, FL 33401

Mayor, City of Delray Beach
Delray Beach, Florida

100 NW First Avenue
Delray Beach, FL 33444

Mayor, City of Palm Beach Gardens
Palm Beach Gardens, Florida

10500 North Military Trail
Palm Beach Garden 33410

Mayor, City of South Bay
South Bay, Florida

335 SW 2nd Ave
South Bay, FL 33493

Mayor, City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

18. CONSTRUCTION AND REMEDIES

This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Consortium, County, or municipalities.

19. INVALID PROVISION/SEVERABILITY

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. WAIVER OF RIGHTS

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

REMAINDER OF PAGE INTENTIONALLY BLANK

EXECUTION PAGE [Page 1 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF DELRAY BEACH

BY: _____ Mayor

DATE: _____

ATTEST: _____

EXECUTION PAGE [Page 2 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF PALM BEACH GARDENS

BY: _____ Mayor

DATE: _____

ATTEST: _____

EXECUTION PAGE [Page 3 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF SOUTH BAY

BY: _____ Mayor

DATE: _____

ATTEST: _____

EXECUTION PAGE [Page 4 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF WEST PALM BEACH

BY: _____ Mayor

DATE: _____

ATTEST: _____

EXECUTION PAGE [Page 5 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: _____
Helene Hvizd
Assistant County Attorney

BY: _____
Dorritt M. Miller, CPA, CIA, CGFM
Assistant County Administrator

RESOLUTION NO. 19-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY WATER UTILITIES DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is the fee simple owner of real property described on Exhibit "A", attached hereto ("property"); and

WHEREAS, the City of South Bay ("City") desires to grant Palm Beach County Water Utilities Department a legal right to enter and exit City-owned property for the specific purpose of access to provide for municipal utilities, maintenance to existing canals, fire protection, police protection, emergency and other public safety services in the form of an easement; and

WHEREAS, the City Commission of the City of South Bay finds that creation of a non-exclusive easement in favor of the Palm Beach County Water Utilities Department for ingress and egress over the property, as set forth in Exhibit "A", upon the terms and conditions set forth herein, is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Blanket Public Safety Ingress/Egress Easement between the City of South Bay and the Palm Beach County Water Utilities Department, attached hereto as Exhibit "A". The City Manager is also authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of June 2021.

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)

CITY OF SOUTH BAY
BLANKET PUBLIC SAFETY
INGRESS/EGRESS EASEMENT

This BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT made this _____ day of _____, 21 by City of South Bay having an address of City Hall, 335 SW 2nd Avenue, South Bay, FL 33493 (the "Grantor"), and Palm Beach County (the "Grantee"), c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413.

W I T N E S S E T H

WHEREAS, Grantor is the fee simple owner of the real property described on Exhibit "A", attached hereto (the "Property"); and

WHEREAS, Grantor desires to create a non-exclusive easement in favor of Grantee for ingress and egress over the property, as indicated on Exhibit "A", upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of ten Dollar (\$10.00) paid to Grantor, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable considerations, Grantor does hereby create, establish and grant this Blanket Ingress and Egress Easement to Grantee for the specific purpose of access by Grantee, for Grantee to provide municipal services to the above-described property such as services to existing utilities, maintenance to existing canals, fire protection, police protection, emergency and other public safety services.

It is acknowledged that Grantor, or its successors, intends to construct improvements upon the above-described property, and nothing contained herein shall be deemed to prohibit or restrict Grantor or its successors from constructing any buildings or improvements upon the property, subject to the requirements of Grantee or any other controlling governmental authority, and upon the construction of any building and improvements upon such property, the easement created hereby shall be subject to such improvements as are constructed and shall be used by Grantee in a manner which is consistent with the buildings and improvements constructed upon the property and which, to the extent possible, will minimize interference with and will be compatible with the construction and use of said buildings and improvements.

The provisions of this easement shall be binding on the parties hereto and the respective successors and assigns as a covenant running with and binding upon the servient estate.

This easement shall not be released or altered without consent of the Grantee.

ALSO REQUIRED:

1. Opinion of Title from an attorney.
2. Sketch & legal description from a surveyor.

ACCEPTED BY PALM BEACH COUNTY

(COUNTY SEAL)

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

**JOSEPH ABRUZZO, CLERK
OF THE CIRCUIT COURT &
COMPTROLLER**

By: _____
DEPUTY CLERK

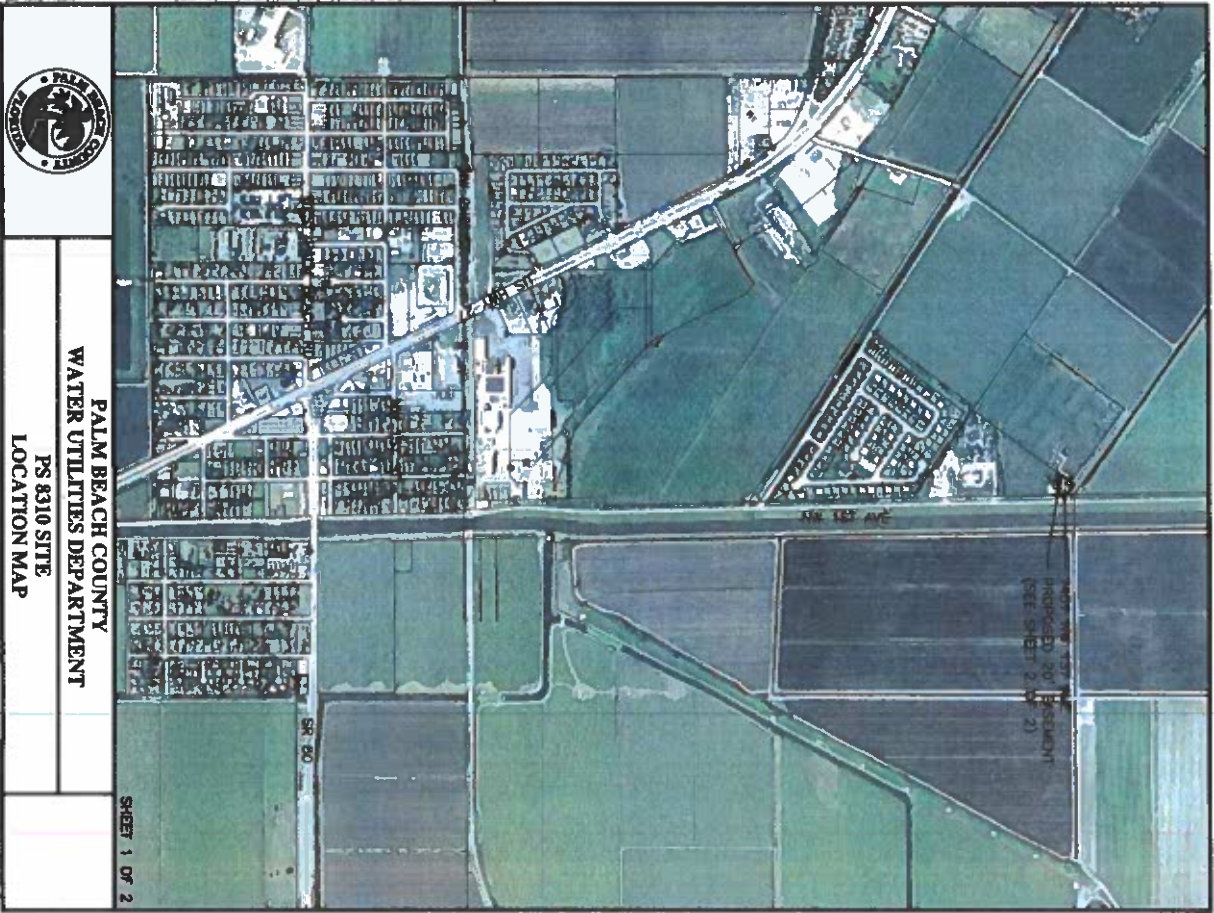
By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
DIRECTOR OF WATER UTILITIES



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
PS 8310 SITE
LOCATION MAP

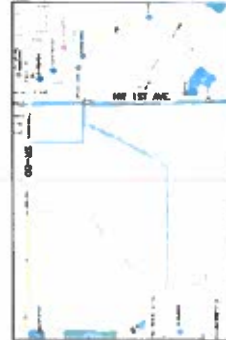
SHEET 1 OF 2

SR 80

NW 107 AVE

NOT TO SCALE
Indicated 20' Easement
(SEE SHEET 2 OF 2)





LOCATION MAP
SCALE: 1/8\"/>

EXHIBIT "A"

A PARCEL OF LAND LYING WITHIN A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF SOUTH BAY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2033, PAGE 878, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, (TO BE HERINAFTER REFERRED TO AS TRACT) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT:

THENCE SOUTH 01°26'52" EAST ALONG THE EAST LINE OF SAID TRACT (AS A BASIS OF BEARINGS), A DISTANCE OF 67.56 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 01°26'52" EAST ALONG SAID EAST LINE, A DISTANCE OF 20.07 FEET;

THENCE NORTH 86°38'18" WEST, A DISTANCE OF 139.21 FEET;

THENCE NORTH 53°33'03" WEST, A DISTANCE OF 40.87 FEET TO A POINT LYING ON THE NORTHWESTERLY LINE OF SAID TRACT;

THENCE NORTH 36°26'58" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 25987, PAGE 1102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION CONTINUED ON SHEET 2

PREPARED FOR:

BAXTER & WOODMAN

CRAIG A. SMITH & ASSOCIATES
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561)791-9280
CERT. NO. LB0003110



SECTION & DESCRIPTION	DATE	BY	DATE	FR/PG	CHK
REVISION	DATE	BY	DATE	FR/PG	CHK
INGRESS/EGRESS EASEMENT REPLUMP STATION No. 8310 CITY OF SOUTH BAY, FLORIDA					
PROJECT NUMBER: 21-2117					
FILE NAME: 10-2117-C-01-SRV.dwg					
SHEET 1 OF 4					

THENCE SOUTH 53°33'03" EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 34.93 FEET;
 THENCE SOUTH 86°38'18" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 131.59 FEET TO THE POINT OF BEGINNING.
 SAID LANDS SITUATE, LYING AND BEING IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, CONTAINING 3466 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2033, PAGE 878, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (SHOWN TO BEAR SOUTH 01°26'52" EAST)
3. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS FIRM IN THE MAKING OF THIS EASEMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, RIGHTS OF WAYS OR OTHER RECORDED OR UNRECORDED DOCUMENTS WHICH AFFECT THIS PROPERTY.
4. HORIZONTAL COORDINATE INFORMATION SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD '83) WITH THE 2011 ADJUSTMENT.
5. PARCEL INFORMATION SHOWN IS PER THE PALM BEACH COUNTY PROPERTY APPRAISER'S WEB SITE.

THIS IS NOT A BOUNDARY SURVEY

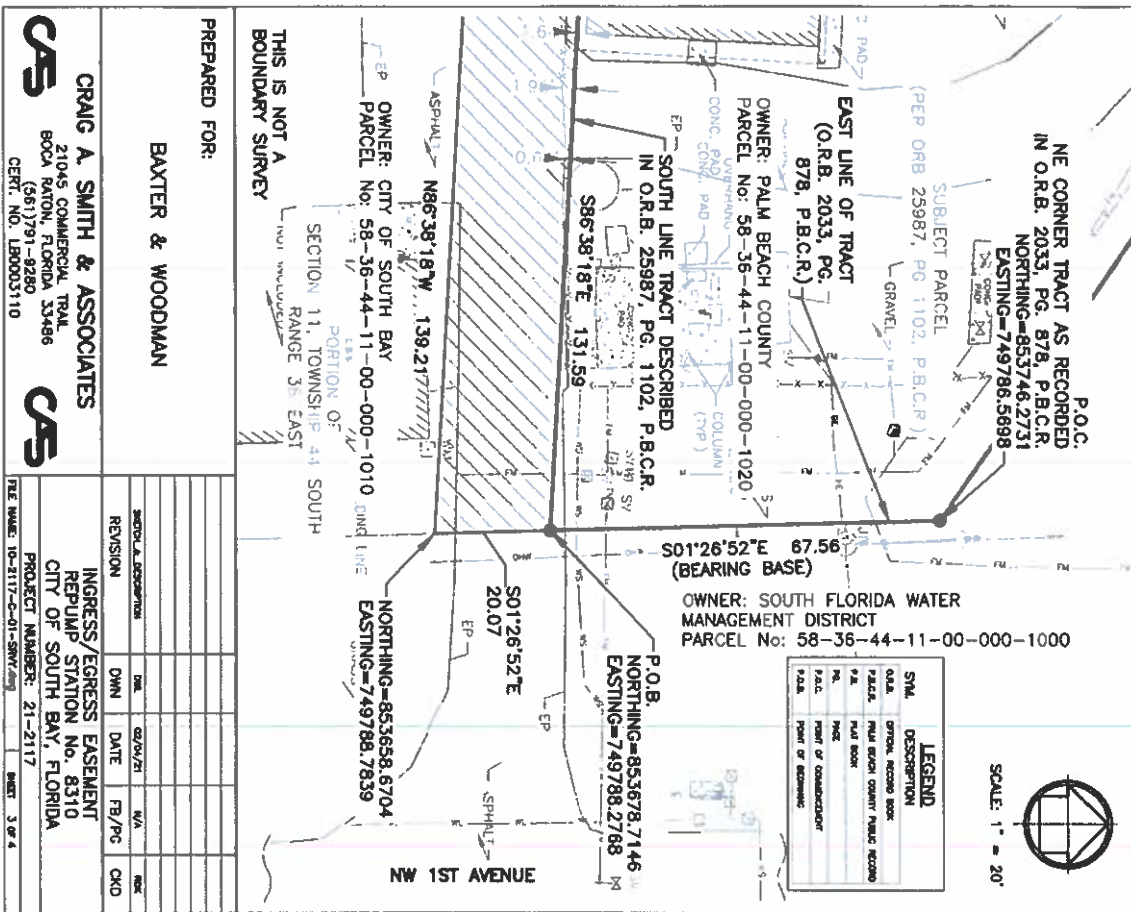
PREPARED FOR:

BAXTER & WOODMAN

CRAIG A. SMITH & ASSOCIATES
 21045 COMMERCIAL TRAIL
 BOCA RATON, FLORIDA 33486
 (561)791-8280
 CERT. NO. 1B0003110



NO.	SECTION & SUBSECTION	DIM.	ED./NO./ZL	N/A	REMARKS
REVISION		DWN	DATE	FB/PG	CKD
INGRESS/EGRESS EASEMENT REPUMP STATION No. 8310 CITY OF SOUTH BAY, FLORIDA PROJECT NUMBER: 21-2117 FILE NAME: 10-2117-C-01-SRV.dwg SHEET 2 OF 4					



NO.	DATE	ISSUED FOR	BY

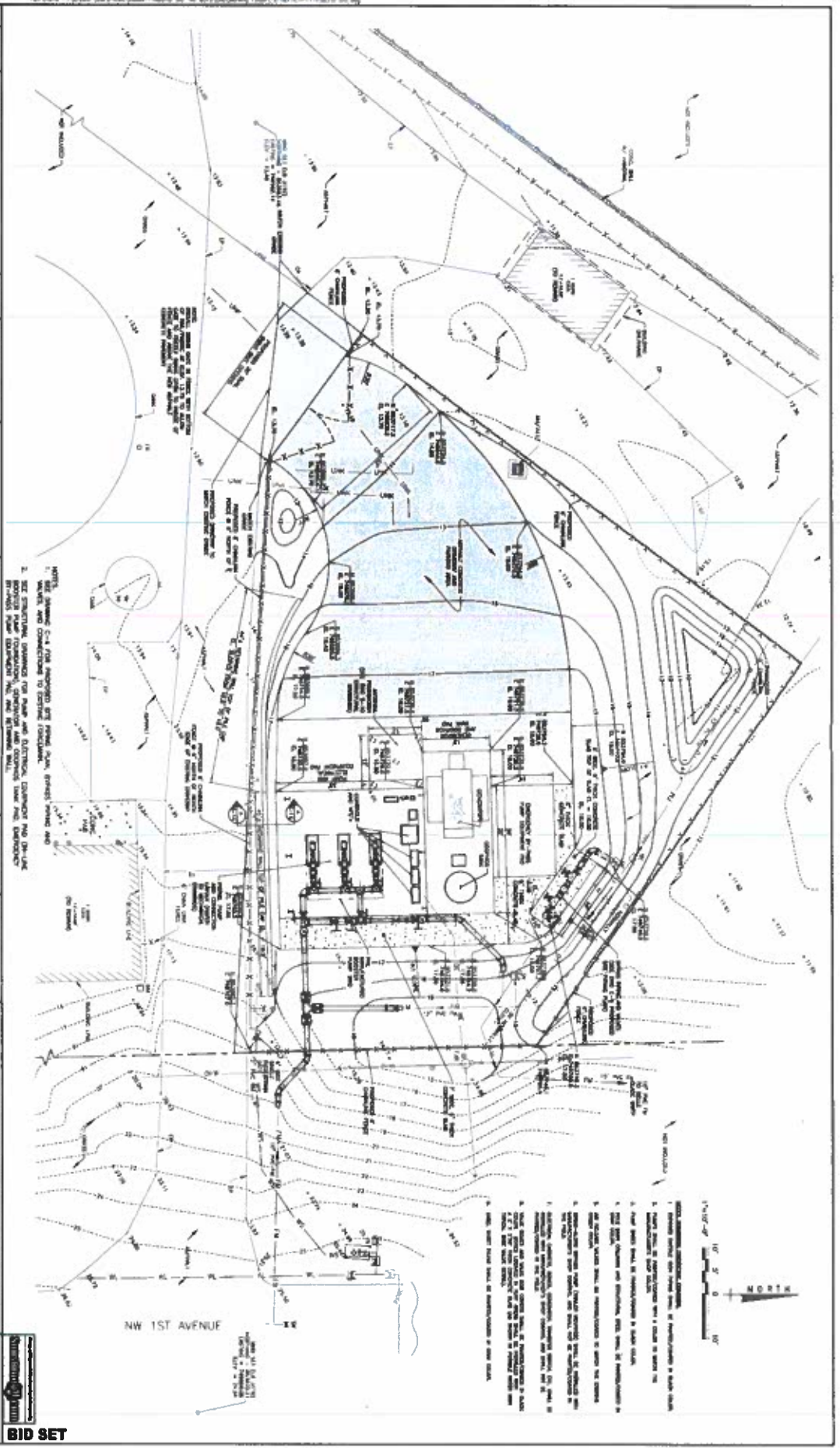
DESIGNED BY	SP
CHECKED BY	SP
APPROVED BY	SP

BAXTER & WODMAN
 ENGINEERING & ARCHITECTURE
 401 S. FEDERAL AVENUE, SUITE 200, WEST PALM BEACH, FL 33411
 TEL: 561-833-1100 FAX: 561-833-1101
 WWW.BAXTERANDWODMAN.COM

ENGINEER NO.	202084-KJ
CLIENT	
PROJECT NO.	18-004
CAD REV.	

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
REPAIR STATION NO. 8310
UPGRADES AND IMPROVEMENTS
PROPOSED SITE PLAN

DATE	MARCH 2021
SHEET	5 OF 43
PLANNING	C-3



BID SET

RESOLUTION NO. 20-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CITY OF SOUTH BAY DONATION AND GIFT POLICY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Municipal Home Rule Powers Act, Chapter 166, Florida State Statutes, provides that the governing body of each municipality has the power to enact legislation concerning any subject matter upon which the it may act; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to create a donation and gift policy to establish a formal process for acceptance and documentation of donations made to the City; and

WHEREAS, this policy provides guidance when individuals, community groups and businesses wish to make donations to the City; and

WHEREAS, this policy also establishes the standards for City employees and City officials regarding the acceptance of gifts if a public purpose has been established; and

WHEREAS, the City Commission of the City of South Bay finds that approval of a donation and gift policy, set forth in Exhibit "A", 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, THAT:

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 Donation and Gift Policy.** The City Commission of the City of South Bay hereby approves a donation and gift policy, as set forth in Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time by Resolution.

Section 3. **Authorization of City Manager.** The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 1st day of June 2021.

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



CITY OF SOUTH BAY DONATION AND GIFT POLICY

SECTION 1. PURPOSE

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the City. This policy provides guidance when individuals, community groups, and businesses desire to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts when made for a public purpose.

SECTION 2. TYPES OF DONATIONS

Donations may be offered in the form of cash (including checks and money orders), real or personal property. Designated donations mean those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations mean those donations that are given to the City for an unspecified use.

SECTION 3. CONSISTENCY WITH CITY INTERESTS

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City of South Bay. The City shall always consider the public trust and comply with all applicable laws when accepting donations.

SECTION 4. ACCEPTANCE OF UNDESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS

All donations shall be for a public purpose. When in doubt, the City Manager shall contact the City Attorney for consultation. Based on the value of proposed donation, as outlined below, the City Manager each donation and determine if the benefits to be derived warrant acceptance. The following threshold amounts shall determine how donations may be accepted.

- A. Offers for donations of cash or items valued at \$10,000.00 or below may be accepted by the City Manager. For all such donations, an Acceptance Form shall be fully completed and delivered to the City Clerk, recorded by the City's Finance Director and a receipt shall be provided to the

donor. Additionally, the City Commission shall be made aware of the donation at the City Commission meeting immediately following the completion of the Acceptance Form.

- B. Offers of donations of cash or items valued at more than \$10,000.00 and up shall only be accepted by the City Commission through a written agreement consistent with any guidelines that are approved by the City Commission.
- C. Offers of donations for gratuitous purposes (e.g. holiday gift baskets, etc.) shall be made available for the benefit all employees.
- D. Donations to individual City employees are strictly prohibited.
- E. Donations made to City Commissioners shall follow the requirements of the Palm Beach County Ethics Code, applicable City Codes and Florida State Statutes.

SECTION 5. ACCEPTANCE OF DESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS

Based on the value of a donation, as outlined in Section 3 above, the City Manager shall review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation and if the donation meets a public purpose for the City of South Bay. Additional criteria for the evaluation shall include, but is not limited to:

- A. Consideration of whether the City is required to make an immediate expenditure in order for the donation to be useful;
- B. The potential and extent of the City's ongoing obligation to maintain, match, or supplement the donation;
- C. Whether the donor is seeking a quid pro quo in return for the donation (in which case the donation shall be declined).

SECTION 6. ACKNOWLEDGEMENT OF DONATIONS

- A. Prior to consideration of a donation, a Donation Acceptance Form is required to be completed for all proposed donations (see form attached).

B. Acknowledgement of all donations shall be in writing and be the immediate responsibility of the City Manager. After such time, the City Manager shall file the Donation Acceptance Form with the City Clerk to be kept on file as a permanent record of the City.

C. The Donor Acceptance Form, including the donor names and donation amounts are public records subject to disclosure pursuant to the Chapter 119, Florida Statutes.

SECTION 7. DECLINED DONATIONS

A. The City of South Bay reserves the right to decline the acceptance of any donation for any reason.

SECTION 8. DISTRIBUTION OF DONATION

A. Tangible items, if accepted, shall be distributed to appropriate City departments for use or, in the discretion of the City Manager, disposed of in an appropriate manner according to City policies and Florida law.

B. Accepted donations of cash for designated donations shall be accepted by the Finance Director, recorded and deposited into the appropriate revenue account for the designated City department.

C. Accepted donations of cash for undesignated donations of \$10,000 and above shall be accepted by the Finance Director, recorded and deposited into the City's General Fund.

SECTION 9. DISSEMINATION OF INFORMATION

A. A copy of each and every Donation Acceptance Form for accept shall forwarded to the City Commission by the City Manager no later than the next regular City Commission meeting.

B. A copy of each Donation Acceptance Form for accepted donation shall be forwarded to the Finance Department for reconciliation.

C. Each original Donation Acceptance Form shall be maintained by the City Clerk.

SECTION 10. ACCEPTANCE OF GIFTS TO EMPLOYEES AND/OR ELECTED OFFICIALS OF THE CITY

- A. Employees are prohibited from accepting gifts.
- B. Elected officials of the City shall follow the provisions set forth in the Palm Beach County, Code of Ethics.
- C. No City official or employee shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the official or employee knows, or has reason to know is being offered:
 - 1. For the purpose of improperly obtaining or rewarding favorable treatment;
 - 2. With interest to influence the official or employee in the discharge of official duties or; in consideration of having exercised official powers or performed official duties.
- D. Anonymous gifts shall be delivered to the City Manager for appropriate disposition and report to the City Commission.
- E. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of South Bay. All such gifts to the City shall be forwarded to the City Manager for compliance with this policy. The City Manager will ensure that all such gifts are shared by all City staff. An example of such gifts would be those received during holiday periods.



CITY OF SOUTH BAY ACCEPTANCE FORM

Name of Donor: _____

Address: _____

City: _____ State: _____ Zip: _____

Description of donation:

Donor estimate of current value:

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Intended use:

Conditions of acceptance or donor designation:

Remarks:

City Department receiving donation:

APPROVED / DISAPPROVED

Date

Department Head Signature

Date

City Manager

Date Submitted to Commission

Date Approved by Commission

Date

Mayor

RESOLUTION NO. 21-2021

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

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

WHEREAS, applicant New Beginnings Community Outreach, desires to hold a Basketball Tournament at the Cox Park on June 12, 2021; and

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

WHEREAS, the applicant has submitted a Special Events application, attached hereto as Exhibit "A"; and

WHEREAS, the applicant is required to provide two (2) PBSO off-duty permit deputies as outlined in the attached application hereto as Exhibit "A"; and

WHEREAS, the applicant is required to further provide a refundable deposit to restore the parks at a cost not exceed One Hundred and Seventy-five Dollars (\$175.00) for city personnel; and

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

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special

Events Application submitted by Willie Wisper for a Basketball Tournament to take place at Cox Park and at no cost to the City. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of June 2021.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, 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)



CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION

Applicant and Host Organization Information

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

Host Organization Name New Beginnings Community Outreach

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

Chief Officer Willie Wisper

Host Organization website _____

Address 250 NW 7th Avenue

City South Bay State FL Zip Code 33493

Phone (561) 261-7471 Cell _____ Fax _____

Email Wisper.willie@yahoo.com

For Profit: _____

Non-Profit:

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

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

First: _____ Last: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

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

Event Information

Name of Event: Black Top Tri-City Basketball Tournament

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

Anticipated Attendance - The estimated number of people who will attend or watch your event
Total 150 Per Day x 1 Number of event days = 150 Grand Total

Anticipated Participants - The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.
Total 15 Per Day x 1 Number of event days = 15 Grand Total

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

Event Category

- Organized Run/Walk
- Street Festival
- Parade/Procession/March
- Neighborhood Block Party
- Concert Performance
- Festival/Celebration
- Cycling Event
- Other, please specify: Basketball Tournament

Event Location

- Janner Park
- Cox Park
- Streets or ROW, please specify: _____
- Other, please specify: _____

Date/Time

Setup
Date June 12, 2021 Start Time 9:00 AM End Time 10:00 AM

Event Date
Date June 12, 2021 Start Time 10:00 AM End Time 3:30 pm

Move-out:
Date June 12, 2021 Start Time 4:00 pm End Time 5:00 pm



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

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

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

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

Is the event open to the public? Yes No

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

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

If yes, please check all that apply:

- Beer Sales Beer & Wine Sales
 Beer, Wine & Distilled Spirits Sales Host & Alcohol Sales

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

Sales Form and submit it along with this application.

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

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

Size and Number of Stage(s): _____

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

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

If yes, Start time: _____ Finish time: _____

Will there be merchandise vending at your event? Yes No

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

How many vendors? _____

How many will need electric? _____

How much electric (in amps) does your vending area need? _____

Will you hire a private security company? Yes No

If yes please provide the name of the company and the schedule _____

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

Does your event require overnight security? Yes No

Does your event require the use of picnic shelters (if applicable)? Yes No

Will inflatable's (moon bounce) be used at your event? Yes No

If yes please provide the name of company: _____

Will your event include fireworks or other pyrotechnics? Yes No

If yes please describe: _____

Name of company: _____

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

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

Please note: Temporary food service for events must meet all State and local guidelines and requirements

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

If yes, please specify method.

Gas Grill

Electric

Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

Other please specify: _____

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

If yes how many? _____



Do you plan to provide portable rest room facilities at your event? **NO**

If yes, Total number of toilets _____

Number of ADA accessible toilets _____

Number of hand sinks _____

Restroom Company: _____

Equipment Setup Date: _____ Time: _____

Equipment Pickup Date: _____ Time: _____

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

If yes, please describe _____

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

If yes, please describe: **Flyers / Facebook / Social Media**

Will there be live media coverage during the event?

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

Accessibility Plan

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

Sanitation & Recycling

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

Number of trash cans _____

Number of recycling containers _____

Number of dumpsters _____

Sanitation Company: _____

Equipment Setup Date: _____ Time: _____

Recycling Company: _____

Equipment Setup Date: _____ Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: New Beginning Community Outreach

Printed Name of Chief Officer: Willie Wisper

Title: President/CEO

Signature _____ Date _____

Print Name of Primary Contact: Willie Wisper

Title: _____

Signature: _____ Date _____

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



FOR INTERNAL USE ONLY

Date Received: 05/21

Reviewed By: _____

Department: Community Development

Reviewed By: _____ Phone# _____

Department: Parks & Rec. Phone# _____

Reviewed By: _____

Department: Public Works Phone# _____

Reviewed By: _____

Department: Risk Management Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: YES [] NO Date Contacted: 5/18/21 (No Fee)

Deposit Received: [] YES [] NO (N/A) Date Deposit Received: _____

Facility Inspected: [] YES [] NO Date Inspected: _____

Facility Damaged: [] YES [] NO

List Damages: _____

Damages Charges: _____

Refund Request to Finance: [] YES [] NO Refund Request Date: _____

Refund check to Applicant: [] YES [] NO Date Applicant Refund Sent: _____



Special Events Committee

5/19/21

Department Economic/Business Development Dir NJC

Departmental Review Report

~~Portable Restrooms~~

- Trash Clean-up
- Fire Rescue will be available
- move Trash BINS

Departmental Recommendation

Approve

Approve with conditions (explain)

Trash pick-up

Not approve



Special Events Committee

Date: 5/19/21

Event Tri City Black Top Basketball Tourney.

Department Parks & Recreation

Departmental Report

Fire Rescue / EMT
will be in attendance

Departmental Recommendation

Approve with conditions on having park cleaned!

Approve with conditions (explain)

Not approve



Special Events Committee

Date: 5-19-21

Event Tri-City Black Top Basketball tournament

Department Public Works

Departmental Report

Trash Pick up after event

~~Portable Rest Rooms~~

Parking Situation

(3) Additional Trash Cans

Departmental Recommendation

Approve

Approve with conditions (explain)

Not approve



Special Events Committee

Date: 5/19/21

Event Tri-city Black Top Basketball Tournament

Department Risk Management / Hk [Signature]

Departmental Report

Portable Bathroom / cleanup - 3 three trash cans -
Trash - Clean-up -

Departmental Recommendation

Approve

Approve with conditions (explain)

Trash clean-up afterwards -

Not approve

RESOLUTION NO. 22-2021

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

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

WHEREAS, the applicant, Healthier Glades Palm Beach County, desires to hold a Juneteenth Event on June 19, 2021; and

WHEREAS, the applicant has submitted a Special Events application, attached hereto as Exhibit "A"; and

WHEREAS, the details of the event include the use of: Law Enforcement; Public Works; Parks and Recreation; Risk Management and Palm Beach County Fire Rescue; and

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

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special Events Application submitted by Annie Ifill on behalf of Healthier Glades Palm Beach County for a Juneteenth event, attached hereto as Exhibit "A". The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of June 2021.

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)



**CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION**

Applicant and Host Organization Information

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

Host Organization Name: Healthier Glades

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

Chief Officer: _____

Host Organization website: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

For Profit:

Non-Profit:

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

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

First: Antoinita Last: Ifill

Mailing Address: 491 E. Main St Suite 54

City: Pahokee State: FL Zip Code: 33476

Phone: 561 685 4829 Cell: _____

Email: Annie.glares@hfpbc.org

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

Event Information

Name of Event: Juneteenth
Is this an annual event? No Yes If yes, how many years has it been held? 1

Anticipated Attendance - The estimated number of people who will attend or watch your event.
Total 200 Per Day x _____ Number of event days = _____ Grand Total

Anticipated Participants - The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.
Total 200 Per Day x _____ Number of event days = _____ Grand Total

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

Event Category

Organized Run/Walk Neighborhood Block Party Festival/Celebration
 Street Festival Concert/Performance Cycling Event
 Parade/Procession/March Other, please specify: _____

Event Location

Tanner Park
 Cox Park
 Streets or ROW, please specify: _____
 Other, please specify: _____

Date/Time

Setup
Date: June 19, 2021 Start Time: 12:00pm End Time: 10:00pm

Event Date
Date: _____ Start Time: _____ End Time: _____

Move-out
Date: _____ Start Time: _____ End Time: _____



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

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

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

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

Is the event open to the public? Yes No

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

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

If yes, please check all that apply:

- Beer Sales Beer & Wine Sales
 Beer, Wine & Distilled Spirits Sales Host & Alcohol Sales

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

Sales Form and submit it along with this application.

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

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

Size and Number of Stage(s): _____

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

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

If yes, Start time: 12:00 pm Finish time: 1:30 pm

Will there be merchandise vending at your event?

Yes No

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

How many vendors? _____

How many will need electric? _____

How much electric (in amps) does your vending area need? _____

Will you hire a private security company?

Yes No

If yes, please provide the name of the company and the schedule _____

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

Does your event require overnight security?

Yes No

Does your event require the use of picnic shelters (if applicable)?

Yes No

Will inflatable's (moon bounce) be used at your event?

Yes No

If yes, please provide the name of company: _____

Will your event include fireworks or other pyrotechnics?

Yes No

If yes, please describe: _____

Name of company: _____

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

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

There will be food vendors with food Trucks. Also the possibility of Large Grills.

Please note: Temporary food service for events must meet all State and local guidelines and requirements

Do you intend to cook food at your event?

Yes No

If yes, please specify method:

Gas

Electric

Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

Other, please specify: _____

Do you intend to have food trucks at your event?

Yes No

If yes, how many? *Between 3 to 5*



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

If yes, Total number of toilets: _____

Number of ADA accessible toilets: _____

Number of hand sinks: _____

Restroom Company: _____

Equipment Setup Date: _____ Time: _____

Equipment Pickup Date: _____ Time: _____

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

If yes, please describe: _____

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

If yes, please describe: The event will be shared via Social Media

Will there be live media coverage during the event?

If yes, please describe where you plan on parking the media: There is a possibility of news media to celebrate and recognize this celebration.

Accessibility Plan

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

Sanitation & Recycling

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

Number of trash cans: _____

Number of recycling containers: _____

Number of dumpsters: _____

Sanitation Company: _____

Equipment Setup Date: _____ Time: _____

Recycling Company: _____

Equipment Setup Date: _____ Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: Healthier Glades

Printed Name of Chief Officer: Annie Ifill

Title: Director

Signature: [Signature] Date: 5/21/21

Print Name of Primary Contact: Annie Ifill

Title: Director

Signature: [Signature] Date: 5/21/21

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



FOR INTERNAL USE ONLY

Date Received: _____

Reviewed By: _____

Department: _____

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: YES NO Date Contacted: _____

Deposit Received: YES NO Date Deposit Received: _____

Facility Inspected: YES NO Date Inspected: _____

Facility Damaged: YES NO

List Damages: _____

Damages Charges: _____

Refund Request to Finance: YES NO Refund Request Date: _____

Refund check to Applicant: YES NO Date Applicant Refund Sent: _____



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: May 26, 2021

Ref: Weekly check register

Enclosed, please find the summary of check register as of May 26, 2021:

General Fund

• Utility:		
	Comcast	\$ 122.70

• PBC Sheriff Office	18,657.42
• Bank of America	3,677.18
• Mother Day Event	4,550.00
• Clarke	1,173.84
• Burnadette Norris-Weeks, PA	14,005.09
• Telly Webb	1,400.00
• Rams, Southern Central FL	1,800.00
• Ford	899.74
• T. Green	950.00
• Purchased of supplies, materials and parts	206.06 ^A
• Payment for various services	1,360.94 ^B

Total	\$ <u>48,802.97</u>
-------	---------------------

Waste Management	\$ <u>386.53</u>
------------------	------------------

AP Check Register Report

City Of South Bay (CSBFND)

5/25/2021 9:03:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13445	BANK OF AMERICA, NA	BANK OF AMERICA	5/25/2021	3,677.18
13446	CLARKE	CLARKE	5/25/2021	1,173.84
13447	COMCAST	COMCAST	5/25/2021	122.70
13448	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	5/25/2021	65.37 <i>A</i>
13449	EVERGLADES TRADING	EVERGLADES TRADING	5/25/2021	33.00 <i>A</i>
13450	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	5/25/2021	899.74
13451	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	5/25/2021	107.69 <i>A</i>
13452	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	5/25/2021	18,657.42
13453	PYRAMID SOLUTION GRC	PYRAMID SOLUTION GROUP LLC	5/25/2021	225.00 <i>B</i>
13454	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	5/25/2021	468.96 <i>L</i>
13455	SOUTH CENTRAL FLORID	RAMS, INC.	5/25/2021	1,800.00
13456	XEROX CORP	XEROX CORPORATION	5/25/2021	405.44 <i>B</i>
Non-Electronic Transactions :				27,636.34
Total Transactions :				27,636.34

AP Check Register Report

City Of South Bay (CSBFND)

5/21/2021 10:54:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13388	ALBERTA FREEMAN	ALBERTA FREEMAN	5/21/2021	50.00
13389	ALETHA BRENSON	ALTHEA BRONSON	5/21/2021	50.00
13390	ANTIONETTE D. SPEAR	ANTIONETTE D. SPEAR	5/21/2021	50.00
13391	ANTWANIQUE PERRY	ANTWANIQUE PERRY	5/21/2021	50.00
13392	APRIL LAWSON	APRIL LAWSON	5/21/2021	50.00
13393	BARBARA WILLIAMS	BARBARA WILLIAMS	5/21/2021	50.00
13394	BETRICE EVANS	BETRICE EVANS	5/21/2021	50.00
13395	BETTY COLE	BETTY COLE	5/21/2021	50.00
13396	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	5/21/2021	14,005.09
13397	DEBORAH GADSON	DEBORAH GADSON	5/21/2021	50.00
13398	DEBRA TAYLOR SNEAD	DEBRA TAYLOR SNEAD	5/21/2021	50.00
13399	DELORIS BETHEA	DELORIS BETHEA	5/21/2021	50.00
13400	DEVENA JOHNSON	DAVENA JOHNSON	5/21/2021	50.00
13401	DOROTHY J. DAVIS	DOROTHY J. DAVIS	5/21/2021	50.00
13402	ERNESTINE FEBRY	ERNESTINE FEBRY	5/21/2021	50.00
13403	GERALDINE J. MASSEY	GERALDINE J. MASSEY	5/21/2021	50.00
13404	GERALDINE JACKSON	GERALDINE JACKSON	5/21/2021	50.00
13405	GLORIA WILSON	GLORIA WILSON	5/21/2021	50.00
13406	GWENDOLYN GREEN	GWENDOLYN GREEN	5/21/2021	50.00
13407	JACQUILINE HAMILTON	JACQUELINE HAMILTON	5/21/2021	50.00
13408	JANNIE RUTHLEDGE	JANNIE RUTHLEDGE	5/21/2021	50.00
13409	JUANITA THELEMAQUE	JUANITA THELEMAQUE	5/21/2021	50.00
13410	JULIA TYLER	JULIA TYLER	5/21/2021	50.00
13411	JUSTINA PALMER	JUSTINA PALMER	5/21/2021	50.00
13412	KENYA DAVIS	KENYA DAVIS	5/21/2021	50.00
13413	LAKISHA DUNNING	LAKISHA DUNNING	5/21/2021	50.00
13414	LEONIA HAFFENDEN	LEONIA HAFFENDEN	5/21/2021	50.00
13415	LINDA J. WILLIAMS	LINDA J. WILLIAMS	5/21/2021	50.00
13416	LIZBETH CONTRERAS	LIZBETH CONTRERAS	5/21/2021	50.00
13417	LULA MAE MANN	LULA MAE MANN	5/21/2021	50.00
13418	MABLE CUNNINGHAM	MABLE CUNNINGHAM	5/21/2021	50.00
13419	MALINDA F. JONES	MALINDA F. JONES	5/21/2021	50.00
13420	MARILYN HUMPHRIES	MARILYN HUMPHRIES	5/21/2021	50.00
13421	MARTHA FELDER HUGGII	MARTHA FELDER HUGGINS	5/21/2021	50.00
13422	MARY LEE FORD	MARY LEE FORD	5/21/2021	50.00
13423	MERIAM JAMES	MERIAM JAMES	5/21/2021	50.00
13424	NEPOLEON COLLINS	NEPOLEON COLLINS	5/21/2021	261.54 ^B
13425	NORA A. HAMILTON	NORA A. HAMILTON	5/21/2021	50.00
13426	PAMELLA M MAYS	PAMELLA M MAYS	5/21/2021	50.00
13427	PATRICIA SMITH	PATRICIA SMITH	5/21/2021	50.00
13428	PATTY WOOTEN	PATTY WOOTEN	5/21/2021	50.00
13429	PEGGY LEWIS	PEGGY LEWIS	5/21/2021	50.00
13430	ROSIE BENNIEFEILD	ROSIE BENNIEFEILD	5/21/2021	50.00
13431	RUSHIE OSBY	RUSHIE OSBY	5/21/2021	50.00
13432	SABRINA MCFARLAND	SABRINA MCFARLAND	5/21/2021	50.00
13433	SANDRA KENNEDY	SANDRA KENNEDY	5/21/2021	50.00
13434	SHARON SMITH	SHARON SMITH	5/21/2021	50.00
13435	SHEVELLAINE A. JOHNS	SHEVELLAINE A. JOHNSON	5/21/2021	50.00
13436	SHIRLEY PITTMAN	SHIRLEY PITTMAN	5/21/2021	50.00
13437	SHIRLEY WALKER TURNE	SHIRLEY WALKER TURNER	5/21/2021	50.00
13438	STEPHINE JEFFERSON	STEPHANIE JEFFERSON	5/21/2021	50.00
13439	TARA SMITH	TARA SMITH	5/21/2021	50.00
13440	TAWANNAH MCLEMORE	TAWANNAH MCLEMORE	5/21/2021	50.00
13441	TELLY WEBB	TELLY WEBB	5/21/2021	1,400.00
13442	THEODORE GREEN	THEODORE GREEN	5/21/2021	950.00
13443	TREYUS BILLUPS	TREYUS BILLUPS	5/21/2021	50.00
13444	YOULANDA HUMPHRIES	YOULANDA HUMPHRIES	5/21/2021	50.00

Non-Electronic Transactions:

19,266.63

AP Check Register Report

City Of South Bay (CSBFND)

5/21/2021 10:54:42 AM

Page 2

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
Total Transactions :				19,266.63

AP Check Register Report

City Of South Bay (CSBFND)

5/21/2021 10:08:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13350	AIYANA BENT	AIYANA BENT	5/21/2021	50.00
13351	ANNICE BAKER	ANNIE BAKER	5/21/2021	50.00
13352	BARBARA FELTON	BARBARA FELTON	5/21/2021	50.00
13353	BARBARA GREEN	BARBARA GREEN	5/21/2021	50.00
13354	BARBARA JOHNSON	BARARA JOHNSON	5/21/2021	50.00
13355	BETTY GUY	BETTY GUY	5/21/2021	50.00
13356	CARLEEN COLE	CARLEEN COLE	5/21/2021	50.00
13357	CLAUDETTE CLARK	CLAUDETTE CLARK	5/21/2021	50.00
13358	DIANISHA JONES	DIANISHA JONES	5/21/2021	50.00
13359	DOLLIE JEFFERSON	DOLLIE JEFFERSON	5/21/2021	50.00
13360	EDITH HENDERSON	EDITH HENDERSON	5/21/2021	50.00
13361	FANNIE JOHNSON	FANNIE JOHNSON	5/21/2021	50.00
13362	FRANCES ONEAL	FRANCES ONEAL	5/21/2021	50.00
13363	IDA MANN	IDA MANN	5/21/2021	50.00
13364	JEANETTE IRVING	JEANETTE IRVING	5/21/2021	50.00
13365	KIANNA BOTHER	KIANNA BOTHER	5/21/2021	50.00
13366	LATONIA MCFARLAND	LATONIA MCFARLAND	5/21/2021	50.00
13367	LAURA GAUNA	LAURA GAUNA	5/21/2021	50.00
13368	LAVERN SANDFORD EDW	LAVERN SANDFORD EDWARDS	5/21/2021	50.00
13369	LEATHA STARLING	LEATHA STARLING	5/21/2021	50.00
13370	LENIA SIMPSON	LENIA SIMPSON	5/21/2021	50.00
13371	LORAIN CLARK-CAIN	LORAIN CLARK-CAIN	5/21/2021	50.00
13372	LORAIN LOTT	LORAIN LOTT	5/21/2021	50.00
13373	LOUISE MCKINZIE	LOUISE MCKINZIE	5/21/2021	50.00
13374	MARION OLIVER	MARION OLIVER	5/21/2021	50.00
13375	MARQUITA BILLINGS	MARQUITA BILLINGS	5/21/2021	50.00
13376	MARY DEMPS	MARY DEMPS	5/21/2021	50.00
13377	MINYA SMITH	MINYA SMITH	5/21/2021	50.00
13378	ORALIA RUEDA DE MONR	ORALIA RUEDA DE MONROY	5/21/2021	50.00
13379	ROBIN L. ADAMS	ROBIN L. ADAMS	5/21/2021	50.00
13380	ROSA MARSHALL SLEDG	ROSA MARSHALL SLEDGE	5/21/2021	50.00
13381	ROSE BURDEN	ROSE BURDEN	5/21/2021	50.00
13382	SARAH SPENCER	SARAH SPENCER	5/21/2021	50.00
13383	SHARON BROWN	SHARON BROWN	5/21/2021	50.00
13384	SHARON DENNARD	SHARON DENNRD	5/21/2021	50.00
13385	SUSAN PALMER	SUSAN PALMER	5/21/2021	50.00
13386	SUSIE SIMETON	SUSIE SIMETON	5/21/2021	50.00
13387	TRACY PARKE	TRACY PARKE	5/21/2021	50.00

Non-Electronic Transactions:	1,900.00
Total Transactions:	1,900.00

AP Check Register Report
City Of South Bay (CSBFND)

5/25/2021 2:23:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
249	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	5/25/2021	386.53
Non-Electronic Transactions:				386.53
Total Transactions:				386.53