



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, MAY 04, 2021

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, MAY 04, 2021
6:30PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. **Agenda Items**
4. **ADJOURNMENT**

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA
CITY HALL CHAMBER
TUESDAY, MAY 04, 2021
7:00PM

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

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

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 - April 20, 2021
(Regular City Workshop and City Meeting)

5b. Regular City Meeting Agenda- May 04, 2021

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

6a. RESOLUTION NO. 14-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND TO CONSUELA GREEN, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" AND IN THE AMOUNT OF \$1,500.00; AUTHORIZING THE CONDITIONS FOR SALE; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY CLERK TO RECORD ALL NECESSARY DOCUMENTS FOR THE SALE OF THE PROPERTY; AND PROVIDING FOR AN EFFECTIVE

6b. RESOLUTION NO. 15-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ESTABLISH A PARKS AND RECREATIONAL ADVISORY COMMITTEE; PROVIDING FOR APPOINTMENT OF MEMBERS; PROVIDING FOR DUTIES; PROVIDING FOR REMOVAL FROM MEMBERSHIP; PROVIDING FOR ADVISORY NATURE OF COMMITTEE; 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

RESOLUTION 14-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND TO CONSUELA GREEN, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" AND IN THE AMOUNT OF \$1,500.00; AUTHORIZING THE CONDITIONS FOR SALE; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY CLERK TO RECORD ALL NECESSARY DOCUMENTS FOR THE SALE OF THE PROPERTY; AND PROVIDING FOR AN EFFECTIVE

WHEREAS, the City of South Bay ("City") previously solicited a total of three (3) public bids on the City's website for the disposal of city-owned property; and

WHEREAS, Consuela Green, has offered to purchase the property described in Exhibit "A" hereto for the amount of One Thousand Five Hundred Dollars (\$1,500.00), to be used for the purposes of development within the City; and

WHEREAS, the City finds that the sale of the property, specifically set forth in the legal description of Exhibit "A" is in the best interest 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 correct and are incorporated herein by reference.

Section 2. Authorization of Sale. The City Commission of the City of South Bay hereby authorizes the sale of the vacant property located near or about NW 9th Avenue, as more specifically described in Exhibit "A" hereto, for the amount of One Thousand, Five Hundred Dollars (\$1,500.00) between Consuela Green and the City of South Bay.

Section 3. Authorization of Mayor and City Manager. The Mayor and City Manager are authorized to execute any required documents in order to implement the intent of this resolution, subject to the approval as to form and legality by the City Attorney.

Section 4. Recording. The City Clerk is directed to record the appropriate acquisition documents and provide a copy of this Resolution to Palm Beach County.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)

EXHIBIT "A"

DESCRIPTION OF LAND

LEGAL DESCRIPTION OF PROPERTY

LOT 23, BLOCK A, SUMMERLIN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20, PAGE 31, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 12206, PAGE 348, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

**AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND
IN "AS IS" CONDITION**

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the _____ day of _____, 2021 by and between CONSUELA GREEN, whose address is 817 W Avenue A Apt. 2, Belleglade, Florida 33430 ("Purchaser") and CITY OF SOUTH BAY, a political subdivision of the State of Florida, hereinafter referred to as "Seller", whose Post Office Address is 335 SW 2nd Avenue, South Bay, FL 33493.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Purchaser and Seller agree as follows:

1. REALTY. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller that certain real property, located in Palm Beach County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to said real property owned by Seller, if any (collectively, the "Real Property"). The Real Property sale is subject to the possibility of reverter to the Seller as provided below and is sold in "as is" condition.

2. "AS IS" SALE. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF POSSESSION OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE. SELLER, ITS COUNSEL OR ANYONE ACTING BY OR ON BEHALF OF SELLER HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY OTHER TRANSACTIONAL DOCUMENTS, (INCLUDING THE ACCURACY, COMPLETENESS AND CONTENT THEREOF; PURCHASER WILL, PRIOR TO CLOSING, CONFIRM INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES; AND BY PROCEEDING TO CLOSING PURCHASER ACCEPTS THE RISK OF ANY AND ALL KNOWN AND/OR POTENTIAL ENVIRONMENTAL LIABILITIES ASSOCIATED WITH THE PREMISES.

3. PURCHASE PRICE AND PAYMENT.

3.1. PURCHASE PRICE. Purchaser agrees to pay a purchase price for the Real Property of One Thousand Five Hundred Dollars and 00/100 Dollars (\$1,500.00) (the "Purchase Price").

3.2. ADJUSTMENTS TO PURCHASE PRICE. The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Purchaser and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be

automatically terminated. If Seller shall be unable to convey title to the Real Property according to the provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

3.3 INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Warranty Deed, subject to the possibility of reverter as set forth herein and in the Warranty Deed.

3.4 AD VALOREM TAXES. Purchaser, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes.

4. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Purchaser and shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including any environmental testing provided the Purchaser shall indemnify and hold Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes. Purchaser's indemnification and insurance obligations set forth herein shall survive the closing or early termination hereof. Purchaser may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld.

5. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

6. PRORATIONS. Expenses for electricity, water, sewer, waste collection, if any, shall be prorated to the day prior to closing.

7. TIME OF THE ESSENCE. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Purchaser.

8. BROKERS. Purchaser shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Purchaser.

9. EXPENSES. Purchaser shall be responsible for recording fees on the Warranty Deed. Purchaser shall be responsible for the payment of Florida Documentary Stamp Taxes and Palm Beach County Surtax on the Warranty Deed.

10. POSSESSION. Seller shall deliver possession of the Real Property to the Purchaser at closing.

11. SELLER'S DISCLAIMER/PURCHASER'S RELEASE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY (WHICH PURCHASER MAY HAVE ACCESS AS HEREIN SET FORTH) AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, PURCHASER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY

DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY PURCHASER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE PURCHASER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

12. DEFAULT.

12.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Purchaser may, at Purchaser's election and as Purchaser's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

12.2 BREACH BY PURCHASER. In the event of a breach of Purchaser's covenants or warranties herein and the failure of Purchaser to cure such breach within the time provided for closing, Seller may seek specific performance or money damages. The Seller's measure of damages shall be the difference between the purchase price and the fair market value of the property at the time of Purchaser's breach.

13. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

14. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

15. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Palm Beach County.

16. INVALID PROVISIONS. In the event any term or provision of this Agreement is held

illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

17. RECORDING. This Agreement or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the City of South Bay, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Palm Beach County, Florida.

18. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Purchaser or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

20. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, email or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Seller: Leondrae Camel, City Manager
City of South Bay
Office of the City Manager
335 SW 2nd Avenue
South Bay, FL 33493
E-Mail: camell@southbaycity.com

With a copy to: Burnadette Norris Weeks, Esq.
Burnadette Norris-Weeks P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Fax: 954-768-9770
E-Mail: bnorris@apnwplaw.com

As to Purchaser: Consuela Green
817 W Avenue A Apt. 2
Belleglade, Florida 33430

Any such notice or demand so secured shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile

transmission or email transmission.

21. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

22. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Palm Beach County, Florida and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

23. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

24. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

26. EFFECTIVENESS. The Effective Date of this Agreement shall be the date when the last party (Purchaser or Seller) executes this Agreement.

27. COUNTERPARTS, FURTHER INSTRUMENTS. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Purchaser shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Purchaser and Seller have duly executed this Agreement as of the day and year above written.

SELLER:

ATTEST:

CITY OF SOUTH BAY

By: _____
Natalie Malone
City Clerk

By: _____
Leondrae Camel
City Manager

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Burnadette Norris Weeks, P.A.
City Attorney

PURCHASER:

Consuela Green

By: _____
Name: _____
Title: _____

Prepared by:

Burnadette Norris-Weeks, Esq.
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, FL 33311

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this _____ day of May 2021 between **CITY OF SOUTH BAY, FLORIDA**, whose post office address is 335 SW 2nd Avenue, South Bay, Florida 33493, Grantor; and **CONSUELA GREEN, an unmarried woman**, whose post office address is 817 W Avenue A Apt. 2, Belleglade, FL 33430, Grantee:

(Whenever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said GRANTOR, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

LOT 23, BLOCK A, SUMMERLIN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20, PAGE 31, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 12206, PAGE 348, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Property Address: NW 9th Avenue, South Bay, Florida 33493 (Vacant Lot)

Parcel Identification Number: 58364414110010230

SUBJECT to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2021 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; without serving to reimpose any of the foregoing. Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantors hereby covenants with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrants the title to said land and will defend the same against

the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

**JOE KYLES, MAYOR, ON BEHALF OF
THE CITY OF SOUTH BAY**

Witness Name

ATTEST:

Witness Signature

Natalie Malone, City Clerk

Witness Name

(Affix City Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of May 2021 by **JOE KYLES as Mayor of the City of South Bay**, who are personally known or have produced a driver's license as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

CITY OF SOUTH BAY
INVITATION TO BIDS ON
CITY OWNED SURPLUS REAL ESTATE

BID No. 2017 - 06

See, Attached List of City Owned Surplus Real Estate which is Available

Bid Opening Date: January 26, 2018 at 2:00 p.m.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to City of South Bay, Jessica Figueroa (561) 996-6751 ext. 119.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

It is the Bidder's sole responsibility to routinely check for any amendments that may be issued prior to the deadline for receipt of bids.

**In accordance with the provisions of the ADA,
This document may be requested in an alternative format.**

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

**City of South Bay
Palm Beach County**

Invitation to Bid

BID NO. 2017 – 06 BID TITLE: City Owned Surplus Real Estate

PROCUREMENT CONTACT: Jessica Figueroa TEL. # (561) 996-6751

FAX NO. (561) 996-7950 EMAILADDRESS: sbcityclerk@southbaycity.com

All bid responses must be received on or before January 26, 2018 before 2:00 p.m., Palm Beach County local time at which time all bids shall be publicly opened and read. SUBMIT BID TO: Jessica Figueroa

This invitation for Bid, General Conditions, Instructions to Bidders, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for the City Owned Real Estate (Surplus), set forth on Exhibit "A". The selected awardee is hereby placed on notice that acceptance of its bid by the City shall constitute a binding contract.

**GENERAL CONDITIONS, INSTRUCTIONS AND
INFORMATION FOR BIDDERS**

1. GENERAL INFORMATION

Bidders are advised that this packages constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the City of South Bay and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the City of South Bay. Bidders are further advised to closely examine every section of this document, to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to the bid opening. Oral explanations or instructions given by any person or agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the City.

2. **LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.
- b. **DISCRIMINATION PROHIBITED.** South Bay is committed to assuring equal opportunity in the award of its contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **AWARD OF CONTRACT.** The highest qualified bid that exceeds the minimum purchase price listed shall be awarded the bid. The City will Quit Claim the property to the successful bidder within ten (10) days of receipt of the Purchase Price. The Purchase Price shall be paid to the City within five (5) days of award of the bid in cash or immediately available funds satisfactory to the City. The City does not represent or guarantee the property is suitable for bidder's purposes. Bidders are required to undertake their own due diligence on each parcel and not rely on any presumption regarding the property whatsoever. Bidders take the property "As Is/Where Is", in its existing condition.
- d. **PUBLIC ENTITY CRIMES.** F.S. 287.133 requires the City to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. **NON COLLUSION.** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the City of South Bay may result in permanent debarment. No premiums, rebates or gratuities are permitted, either with, prior to or after delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the City of South Bay.

- f. **LOBBYING.** Bidders are advised that the City prohibits a bidder or anyone representing the bidder from communicating with any City Commissioner, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a “Cone of Silence”.

The “Cone of Silence” is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Commissioners or a City Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any Commissioner, Commissioner’s staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. Mail.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation.

- g. **CONFLICT OF INTEREST.** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the City. Further, all bidders shall disclose the name of any employee or relative of an employee who owns, directly or indirectly, an interest of ten percent or more in the bidder’s firm or any of its branches.

- h. **SUCCESSORS AND ASSIGNS.** The City and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the City nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- i. **INDEMNIFICATION.** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees.

- j. **PUBLIC RECORDS.** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION.** This invitation for bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm

Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

1. **LEGAL EXPENSES.** The City shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. **BID SUBMISSION**
 - a. **SUBMISSION OF RESPONSES.** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to **Jessica Figueroa, City Clerk at 335 SW 2nd Avenue, South Bay, FL. 33493** no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

 - b. **CONDITIONED OFFERS.** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

 - c. **ACCEPTANCE/REJECTION OF BIDS.** City reserves the right to accept or to reject any or all bids. City also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award.

4. **BID OPENING / AWARD OF BID.**
 - a. **OBSERVING THE PUBLISHED BID OPENING TIME.** **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

- b. **POSTING OF AWARD RECOMMENDATION.** Recommended awards shall be publicly posted for review at the City prior to final approval. Bidders desiring a copy for the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid.

5. **PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL AUDIT REQUIREMENTS.**

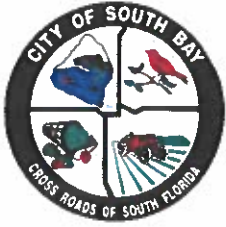
Pursuant to Palm Beach County Code, Section 2-421 – 2.440, as amended, Palm Beach County’s Office of Inspector General is authorized to review past, present and proposed City contracts, transactions, accounts, and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Exhibit: A

CITY OWNED SURPLUS REAL ESTATE
(CORE)

This is a list of surplus City Owned Real Estate (CORE) that is being marketed for immediate economic development opportunities in South Bay. The proposed purchaser shall be able to demonstrate the ability to develop the CORE within the specified time frame.

<i>BID No.</i>	<i>Parcel Control No.</i>	<i>Acres</i>	<i>Name/Description</i>	<i>Address</i>	<i>Minimum Bid Amount</i>
001	58364414070000341	0.0493	Vacant Residential	SW 4 th Ave	\$500
002	58364414110010230	0.07	Vacant Residential	NW 9 th Ave	\$3,500
003	58364414020000231	0.1344	Vacant Residential	135 NW 11 th Ave	\$15,000
004	58364414130000150	0.04	Commercial	US Hwy 27	\$3,500
005	58364414150010080	0.33	Old Am Legion Bldg	22 NW 1 st Ave	\$28,000
006	58364411020040000	3.00	Bldg w/Easement	241 Azucana Rd.	\$10,000
007	58364414160020130	0.29	Vacant Residential	121 NW 10 th Ave	\$15,000
008	58364414160020110	0.15	Vacant Residential	NW 10 th Ave	\$12,000
009	58364414050010060	0.15	Vacant Residential	135 SW 10 th Ave	\$12,000



Name of Bidder: _____

Parcel Control Number: _____

Phone Number: _____

Fax Number: _____

Submitted: _____, 20____

STATE PRICE IN WORDS AND FIGURES

TOTAL BASE BID: _____ DOLLARS
(\$ _____)

BIDDER: _____ **DATE:** _____

Name of Contractor Service Representative:

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

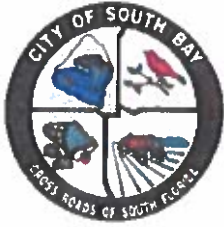
Company Name: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone No: _____ Fax No: _____

Federal I. D. #: _____



Name of Bidder: Mrs Consuela Green

Parcel Control Number: 58364414110010230

Phone Number: 561-449-5853

Fax Number: _____

Submitted: 5/7/2019, 2019

STATE PRICE IN WORDS AND FIGURES

One Thousand five hundred Dollars

TOTAL BASE BID: \$ 1,500⁰⁰ DOLLARS
(\$ 1,500⁰⁰)

BIDDER: _____

DATE: 5/7/2019

Name of Contractor Service Representative:

Phone Number: _____ Fax Number: _____

E-Mail Address: Consuela.Green @ Palms Beach Schools.org

Company Name: _____

Street Address: 917 W Ave A Apt 2

City, State, and Zip Code: Belleglade FL 33430

Telephone No: 561-449-5853 Fax No: _____

Federal I. D. #: _____

RESOLUTION 15-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ESTABLISH A PARKS AND RECREATIONAL ADVISORY COMMITTEE; PROVIDING FOR APPOINTMENT OF MEMBERS; PROVIDING FOR DUTIES; PROVIDING FOR REMOVAL FROM MEMBERSHIP; PROVIDING FOR ADVISORY NATURE OF COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, issues of providing quality recreational offerings to the public through the Parks and Recreational Department have been of concern to the City of South Bay; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") and other interested parties desire to formally establish a City Parks and Recreation Advisory Committee; and

WHEREAS, the Committee is intended to establish the framework for Parks and Recreational needs including; making recommendations on the development and implementation of a master plan for facilities and reviewing policies and matters of concern pertaining to all recreation facilities; and

WHEREAS, the Committee may further serve in an advisory capacity on matters pertaining to the youth, adult and senior residents and present plans encouraging their healthy, moral, physical and mental development; and

WHEREAS, the City Parks and Recreational Advisory Committee will provide various duties and functions to assist the City Commission on matters relating to parks and recreation; and

WHEREAS, such a Committee will be instrumental in providing promotion and stimulation of public interest in the City's recreational facilities.

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

Section 1. Adoption of Representations.

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

Section 2. Establishment of Committee; Composition of Membership.

The Parks and Recreational Committed is hereby established. The members of this Committee shall be appointed for a term of one (1) year and shall be composed of no more than five (5) individuals who are residents of the City of South Bay and appointed by the City Commission based upon special knowledge, skills or interest in parks and recreation.

Members of the Committee may consist of but not limited to the following:

- (a) Business Sector Representative
- (b) Youth and Family Representative
- (c) School Representative
- (d) Senior Representative
- (e) Special Needs Representative

Section 3. Appointment of Members.

The Committee shall appoint a Chairman and a Vice-Chairman for its own membership by majority vote. The Chairman will preside at all meetings except the Vice-Chairman will preside in the absence of the Chairman. Regular meetings may be held monthly and special meetings may be held, as necessary. The Chairman and/or majority of the membership may set meeting dates and times. City staff shall provide public notice requirements, minute taking and record keeping.

Section 4. Duties.

The duties and responsibilities of the Parks and Recreation Advisory Committee are hereby outlined and the duties and responsibilities of such committee shall be as follows:

- (a) Encourage healthy lifestyles for City of South Bay residents of all ages and fitness levels;
- (b) Monitor, review, and prepare recommendations to City Commission consistent with the City of South Bay plan, including the Parks Master Plan, for the programming and facilities of the City's Parks and Recreation Facilities;
- (c) Prepare recommendations to City Commission for the long-term financial stability for the maintenance and programming of the City's Parks and

Recreation facilities, including evaluating the feasibility of establishing a "501(c)3" not-for-profit corporation, e.g., "Friends of South Bay Parks and Recreation;"

(d) Prepare recommendations to City Commission regarding recruiting, recognizing and utilizing volunteers to provide citizens rewarding volunteer opportunities and improving the quality of the City's recreational programming;

(e) Promote memberships for the City of South Bay Recreation Center and Senior Center;

(f) Review and advise local traditions and recreational usage patterns and offer guidance when departures from these norms are contemplated;

(g) Stimulate community members to participate in various programs by showing the values to be derived from their participation;

(h) All of the foregoing shall be consistent with the City of South Bay's master plan.

Section 5. Removal from Membership.

Committee members shall be subject to removal from the Committee for missing three (3) consecutive Committee meetings or four (4) total meetings during any fiscal year. The members shall serve at the pleasure of the Commission and may be suspended and removed at the discretion of the City Commission. Any member who becomes a candidate for public elective office, or becomes an employee of the city, shall automatically forfeit membership.

Section 6. Advisory Action of Committee.

All actions and recommendations of the City Parks and Recreation Advisory Committee shall be advisory in nature and shall not be binding upon either the City or the City Commission. Any and all actions and/or recommendations of the Committee shall be communicated directly to the City Commission at a duly noticed meeting of the City Commission.

Section 7. Authorization of City Manager.

The City Commission of the City of South Bay hereby authorizes the City Manager to establish a Parks and Recreational Advisory Committee to serve the City Commission, in an advisory capacity.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 4th day of May 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

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

"An equal Opportunity
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: April 29, 2021
 Ref: Weekly check register

Enclosed, please find the summary of check register as of April 29, 2021:

General Fund

• Utility:		
Comcast	\$	1,025.89
PBCWU		1,518.15
• PBC Sheriff Office		18,657.42
• Bank of America		1,488.79
• United Health		13,048.58
• CivicPlus, Inc		3,500.01
• Coastal Network		1,500.00
• J Connors		1,666.66
• Primestar Digital		1,852.58
• Ford		899.74
• Purchased of supplies, materials and parts		1,152.23 A
• Payment for various services		1,891.17 B
• Payroll deductions		4,585.58 C
• Deposit refund		300.00
Total	\$	<u>53,086.80</u>

Sanitation Fund

Waste Management \$ 527.69

AP Check Register Report
City Of South Bay (CSBFND)

4/22/2021 2:15:08 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13300	BANK OF AMERICA, NA	BANK OF AMERICA	4/22/2021	1,488.79
13301	BRENDA CHAVEZ	BRENDA CHAVEZ	4/22/2021	150.00
13302	CIVICPLUS INC	CIVICPLUS INC	4/22/2021	3,500.01
13303	ECONO SIGNS	ECONO SIGNS	4/22/2021	485.77 A
13304	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	4/22/2021	294.93 L
13305	XEROX CORP	XEROX CORPORATION	4/22/2021	371.01 B
Non-Electronic Transactions:				6,290.51
Total Transactions:				6,290.51

AP Check Register Report
City Of South Bay (CSBFND)

4/22/2021 3:28:05 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
245	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	4/22/2021	527.69
Non-Electronic Transactions:				527.69
Total Transactions:				527.69