



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

**CITY OF SOUTH BAY  
CITY COMMISSION MEETING AGENDA  
COMMISSION CHAMBER  
335 SW 2<sup>ND</sup> AVENUE, SOUTH BAY FL 33493**

**TUESDAY, MAY 7, 2019  
7:00 P.M.**

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

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

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

# **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**

- **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.
- **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.
- **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.**

**AGENDA**  
**CITY OF SOUTH BAY**  
**CITY WORKSHOP**  
**CITY COMMISSION CHAMBERS**  
**MAY 7, 2019 @ 5:30 P.M.**

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We envision a sustainable economy, Let Us Grow Together*

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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.

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
  - 3a. City Clerk Interviews
4. **ADJOURNMENT**

**AGENDA  
CITY OF SOUTH BAY, FLORIDA  
REGULAR CITY MEETING  
CITY COMMISSION CHAMBERS  
MAY 7, 2019 @ 7:00 P.M.**

*South Bay, the Crossroads of South Florida,  
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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/PROCLAMATIONS**

3a. Proclamation- May 2019 Mental Health Awareness and Trauma Informed Care Month

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 16, 2019 (Regular City Meeting)

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

6a. **RESOLUTIONS NO. 12-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE**

6b. **RESOLUTIONS NO. 13-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND KINGS TUTORING AND MENTORING FOUNDATION, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**6c. RESOLUTION NO. 14-2019**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN OT9 DESIGN, LLC D/B/A CARLSON STUDIO ARCHITECTURE AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

**6b. RESOLUTION NO. 15-2019**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CHARITABLE SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND THREE HUNDRED DOLLARS FOR KING'S TUTORING AND MENTORING FOUNDATION, INC. AND DETERMINING THAT SUCH EXPENDITURE SERVES A PUBLIC PURPOSE; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING AN EFFECTIVE DATE

**7. ORDINANCE –Second Reading and Public Hearing**

**7a. ORDINANCE 01-2019**

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS 1 AND 4 OF A SITE KNOWN AS SOUTH BAY VILLAS/MARSHALL HEIGHTS LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING, JR. BOULEVARD APPROXIMATELY 1000 FEET WEST OF U.S. HIGHWAY 27 COMPRISING 10 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT "A" FROM RLD (RESIDENTIAL LOW DENSITY) FUTURE LAND USE DESIGNATION TO RMD (RESIDENTIAL MEDIUM DENSITY) DESIGNATION; TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS 2 AND 3 FOR THE SAME PROJECT SITE COMPRISING OF 4.4 ACRES, AS LEGALLY DESCRIBED HEREIN IN EXHIBIT "A" FROM COMM (COMMERCIAL) FUTURE LAND USE DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

**7b. ORDINANCE 02-2019**

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO RE-ZONING PARCEL 1 OF A SITE KNOWN AS SOUTH BAY VILLAS/MARSHALL HEIGHTS LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING, JR. BOULEVARD APPROXIMATELY 1000 FEET WEST OF U.S. HIGHWAY 27 COMPRISING 3.31 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 (SINGLE FAMILY DWELLING) ZONING TO R-3 (MULTIPLE FAMILY DWELLING) ZONING; TO RE-ZONING OF PARCELS 2 AND 3 COMPRISING 4.4 ACRES AT THE SAME SITE AND LOCATION AND AS LEGALLY DESCRIBED HEREIN AS 'EXHIBIT A' FROM B-1 (RETAIL COMMERCIAL) TO R-3 (MULTIPLE FAMILY DWELLING); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

- 8. ROSENWALD ELEMENTARY SCHOOL**
- 9. FINANCE REPORT**
  - 9a. Accounts payable report
- 10. CITY CLERK REPORT**
- 11. CITY MANAGER REPORT**
  - 11a. Park Modernization Status
  - 11b. Brownfield's Site Status
  - 11c. International Council Shopping Centers Conference May 18-21, 2019
  - 11d. Flood Control And Water Management Status
  - 11e. City Clerk Announcement
- 12. CITY ATTORNEY REPORT**
- 13. FUTURE AGENDA ITEMS**
- 14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER**
- 15. ADJOURNMENT**

## Proclamation

### **PROCLAIMING MAY 2019, MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH IN THE CITY OF SOUTH BAY, IN PALM BEACH COUNTY, FLORIDA**

**WHEREAS**, mental health is essential to everybody's overall health and well-being, and;

**WHEREAS**, everyone experiences times of stress and struggles in their lives, and;

**WHEREAS**, one in four adults and one in five youth ages 13-18 experience serious mental illness and;

**WHEREAS**, 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;

**WHEREAS**, research recognizes that adverse childhood experiences (ACEs), which includes, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, micro aggressions and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;

**WHEREAS**, community understand and available supports and services can greatly impact a person's ability to handle their stress and struggles and move forward, and;

**WHEREAS**, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crimes rates, stronger economies, lower health care cost, improved family life, improved quality of life and increase lifespan, and;

**WHEREAS**, studies shows that the effects of ACEs are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status, and;

**WHEREAS**, each business, school, government agency, healthcare provider, faith-based organization, non-profit agency and resident shares accountability for the community's mental health needs and has a responsibility to promote mental wellness and support preventions efforts, and;

**WHEREAS**, the Commissioners of the City of South Bay recognize the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and support the implementation of trauma informed approaches throughout the systems of care;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS OF THE CITY OF SOUTH BAY IN PALM BEACH COUNTY, FLORIDA** that May 2019, is hereby proclaimed as:

**MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH IN SOUTH BAY, FLORIDA**

**BE IT FURTHER PROCLAIMED BY THE CITY COMMISSIONERS OF SOUTH BAY, FLORIDA** that this proclamation is duly sealed and executed by the members of this Commission. The foregoing proclamation was sponsored by HEALTHIER GLADES and FEDERATION OF FAMILIES and upon unanimous consent of the Commission, the Mayor declared the proclamation duly enacted.

ATTESTED BY:

  
\_\_\_\_\_  
Vicky Del Bosquez, Interim City Clerk

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





A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on April 16, 2019 at 6:30 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor Betty Barnard  
Commissioner Esther E. Berry  
Commissioner John Wilson  
Commissioner Taranza Mckelvin

**Staff:**

Burnadette Norris Weeks, City Attorney  
Leondrae Camel, City Manager  
Vicky DelBosquez, Interim City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles mentioned discussion of Agenda Items. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

**Ordinance**

The City Clerk read Ordinance 01-2019 for discussion.

A Ordinance of the City of South Bay, Florida approving a small-scale Comprehensive Plan Amendment to amend the City's future land use designation for parcels 1 and 4 of a site known as South Bay Villas/ Marshall Heights located on the South side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 10.06 acres and legally described herein in Exhibit A from RLD (Residential Low Density) future land use designation to RMD (Residential Medium Density) designation: to amend the City's future land use designation for parcels 2 and 3 for the same project site comprising of 4.4 acres, as legally as legally described herein in Exhibit A from Comm (Commercial) future land use designation: providing for adoption of representations: providing for severability: providing for inclusion in the Code of Ordinance; and providing for an effective date.

The City Manager stated the applicant Palm Beach County Housing Authority has submitted a request for a Small-Scale Future Land use Map (FLUM) Amendment to change the future land use on Parcels 1 and 4 of the site located on the South side of Dr. Martin Luther King, Jr. Boulevard, approximately 1000 feet West of U.S. Highway 27, attached hereto from Residential Low Density future land use to Residential Medium Density future land use designation. He pronounced this meeting and the second meeting was advertised and the residents; the property owners within 300 feet of the said site will be notify via letter for the public hearing. Tonight the Ordinance is being heard by the Commission. Recommendation of the staff provided the public with the opportunity to present testimony and evidence.

The City Clerk read Ordinance 02-2019 for discussion.

A Ordinance of the City of South Bay, Florida relating to re-zoning parcel 1 of site known as South Bay Villas/Marshall Heights located on the south side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 3.31 acres and as legally described herein Exhibit A and attached hereto from R-1 (Single Family Dwelling) zoning to R-3 (Multiple Family Dwelling) zoning; to re-zoning of parcels 2 and 3 comprising 4.4. Acres at the same site and location and as legally described herein as Exhibit A from B-1 (Retail Commercial) to R-# (Multiple Family Dwelling); providing for adoption of representations; providing for severability; providing for inclusion in Code of Ordinances; and providing for an effective date.

The City Manager stated Ordinance 02- 2019 applies to the appropriate zoning to the same site from Palm Beach County Housing Authority; to be advertised and the public notices will be going out; property owners will have an opportunity to present any testimony and evidence. He stated the applicants requested for re-zoning of parcel 1 comprising 3.31 acres from R-1 Single Family Dwelling to R-3 Multiple Family Dwelling; granted and approved through the application R-Z 01-2019 with development documents amendments; the zoning at list for the City of South Bay shall be amended to reflect said re-zoning.

### **City Clerk Report**

The City Clerk presented the Commissioners with the City Clerk Selection Schedule:

- April 26, 2019 – Advertisement Close
- April 29, 2019 – Administrative Reviews
- May 7, 2019 at 5:30 p.m. – Commission Interviews (Pending approval)
- May 7, 2019 at 7:00 p.m. – City Clerk Selection
- May 28, 2019 – Start Date

The City Manager stated the item will come back during the Regular City Commission Meeting and a motion will be needed to make changes. May 7, 2019 Workshop will consist of the interviews, at the 7:00 p.m. Regular Meeting is staff looking for the Commission to make a decision on the City Clerk. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

The City Clerk mentioned the following upcoming events:

- April 22, 2019 - The City of South Bay will be hosting Federation of Families Open Table Graduation of Tables inside the City Chambers at 6:00 p.m.
- April 24, 2019 – Electives Official Workshop with Palm Beach County League of Cities.

### **The City Manager Report**

The City Manager stated one of his several reports; includes a letter from County Commissioner Melissa McKinlay regarding the Park of Commerce. He read the letter sent to him. County Commissioner Melissa stated, to come to terms on Economic Development Agreement with South Florida Logistical Holdings regarding South Bay Park

of Commerce Parcel. She said in order to close, the City requires South Florida Logistical Holdings to complete build out of Properties in five (5) years and not any farming on the property. She urges the City to reconsider the requirements; first the build out of the property must necessarily be market driven and they're significant external forces that may lengthen the amount of time for the development. The uncertainty surrounding the time of certifications of the Herbert Hoover Dike and potential FEMA Flood Map Provisions, makes it impossible to achieve build out within five (5) years; yet the City is requiring the property to revert back to its possession if not developed in respected market forces within the time frame. This is an unreasonable requirement is second while the parcel is not clearly farmed; it makes since to allow the owner productive use of the land until market conditions is out for development. The entire Glades community and all of Palm Beach County for that matter supports the establishment of the Logistical Center, the development of the Park of Commerce Parcel is what help spark the ILC and bring essential Economic Development to the region.

The City Manager stated he did receive a response from South Florida Logistical Holdings representative, Caroline, regarding South Bay Park of Commerce steps necessary to get to an operational business on site. He mentioned it is eighteen (18) items that was presented; it was not time frame relating to the the five (5) years. *(Full discussion/recording available through the City Clerk's Office)*

South Florida Logistical Holdings Representative Caroline went into discussion about the eighteen (18) items the City Manager mentioned. She said from 1-18 beginning with number 1; is due diligence including part of the GEO Technical regarding the soil analysis, pesting or any kind of developments which would have to happen. She said it is being placed in reviews the terms, was echoed in the County Commissioners letter; number three (3) and number four (4) would be the important items in terms of timing, which lead up to openness and not including any kind of timing because the Army Corps of Engineers, supposed to complete its work to the Herbert Hoover Dike as soon as 2022, if not 2025. Once the work is certified as complete, the next federal stamp would be to change the FEMA Flood Zone Map to indicate that kind of work; the land currently at the City Park of Commerce is within the flood zone; after the work has been done by the federal agencies, than it be presumably a flood zone designation; something that would make Economic Development happen at the particular site. She said the items followed number five (5); its concurrent activities happening but it's a lot of what happens after number three (3) and number four (4) depends on the timing. She said it was difficult to place a time frame in terms of market reality working with the site to market; working with the businesses development board and with Palm Beach County to work with industrial development opportunities for the site. She mentioned they do plan on continuing on the commitments on local Work Force preference hiring and training. She said they thought long and hard about being able to identify the City 1, 2, 10, 15, and 20 but was unable to do that; they think about different places in Palm Beach County that already have developments, approvals in place and infrastructures because of market reasons cause developments to not be built up. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles thanked the representatives from South Florida Logistical Holdings for attending the meeting; he mentioned the City definitely want to get some type of development going for the land to be developed because it have been sitting there for years.

The City Attorney stated her opinion about the letter; it was unusual and doesn't offer anything for the City. She said when you look at what Florida Crystal is offering and what Commissioner McKinlay is supporting it

doesn't gives anything to the City. She mentioned the City should make it work for the City; she suggested for the City to not be strong armed in any way by a Commissioner writing a letter that is inconsistence with the goals and objectives of what the City wanted and what they promise the citizens they will do. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles stated he want to have an opportunity to set up a meeting with County Commissioner McKinlay regarding the letter because he was unpleased with the wording that was use in the letter.

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

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Joe Kyles, Mayor

ATTESTED BY:

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Vicky DelBosquez

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on April 16, 2019 at 6:30 p.m.

Present:

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Vice-Mayor Betty Barnard  
Commissioner Esther E. Berry  
Commissioner John Wilson  
Commissioner Taranza Mckelvin

Staff:

Burnadette Norris Weeks, City Attorney  
Leondrae Camel, City Manager  
Vicky DelBosquez, Interim City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts, there were none.

#### **Presentations/Proclamations**

A Proclamation on behalf of Willie Horace Henderson was read aloud by the City Clerk; the Proclamation was presented to Commissioner Wilson and his sister, Ediva Henderson.

Sergeant Ortiz from Palm Beach Sheriff Office came to give a brief discussion of the use of BB guns, pellet guns, airsoft guns, or paintball guns. It is a felony and the punishment would be jail or worse for using them. Citizen Observation Patrol (COP) Unit Captain Conner wants to establish a Citizen on Patrol Unit for South Bay who will be patrolling the City; the volunteers would be in a Sheriff marked vehicle in uniform. He assured all the volunteers will be trained and they will be the eyes and ears for the Sheriffs, Seargent Ortiz, and the deputies. He said they found through experience by having the COP Unit operation was very helpful; they would need the support of the community, churches, and the City Officials, to find individuals willing to come forward and serve as volunteers. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner Mckelvin asked will the volunteers be armed. Captain Conner answered, they will not be armed; they are taught, if a situation occurring they are to bring it to the professionals; they call dispatch; they call 911; get Sargent Ortiz or one of his deputies out. Commissioner Mckelvin wanted to know the purpose of the Unit. Is it just to patrol the community? Captain Conner replied it's several things, but number one (1) would be eyes and ears for the community.

Vice Mayor Wilson asked the City Attorney would it be illegal for a Commissioner to serve as a volunteer. The City Attorney stated she is not aware of it, but she wants to get more information about the program and how it interacts with the Sheriff Office; who issues liability for the volunteers.

Commissioner Berry asked how the volunteers will be incentivizing because it is times volunteering has its altruistic reward but it is major times when volunteers will need monetary incentives other than a plaque or ribbons. Captain Conner stated a lot of it is self-motivation; he's been in the program seven (7) or eight (8) years; he goes home and say to himself "I made a difference today", and he says he feel good because he could honestly say yes. He mentioned a lot of it is self-fulfillment of serving the community; it's fun, enjoyable, a chance to get out and meet people in the community, and be known. They are not compensated monetary, but compensated in a totally different way.

Vice Mayor Barnard had a question relating to the time frame for the volunteers. Captain Conner said, everyone work schedule is different; they try to accommodate everyone, whenever they can give them time. He said it is a minimal commitment of three (3) hours per week.

Commissioner Mckelvin asked questions in regards to the recruitment and are they looking to recruit individuals from the community or outside the community. Captain Conner stated their first preference would be to recruit from the community, but will widen the options; anyone who has the dedication and participate in the program, do the job that needs to be done, they will welcome and recruit them.

Mayor Kyles emphasis one of the things thrilled, him about the COP, every year they have a volunteer ceremony in West Palm Beach; the number of participants that volunteer to do the COP Unit within the different municipalities was surprising to him; it's something very important to have in the City of South Bay; the City will have eyes all the time; he support the program 110%. *(Full discussion/recording available through the City Clerk's Office)*

### **Consent Agenda**

Mayor Kyles called for approval of the consent agenda, inclusive of the City Commission Special Meeting Minutes of March 04, 2019, Regular City Meeting Minutes of March 19, 2019, and City Workshop Meeting Minutes of April 02, 2019. The motion to approve the consent agenda was made by Commissioner Berry and seconded by Commissioner Wilson.

### **Ordinance**

The City Clerk read Ordinance 01-2019 for the record.

Commissioner Berry asked the City Manager for an overview of why the Ordinance was presented at the specific time because of the completed construction. The City Manager stated the site plan was presented to the Commission in 2016 prior to the construction of South Bay Villas/Marshall Heights. He mentioned the development was part of that site plan approval, they have an Ordinance land use amended before receiving their final CO. He said they are at 90% completion and it is only the water path remaining for its final certificate of completion; they are following through as the Commission approve the site plan with their land use designation and subsequently Ordinance 02-2019 their zoning designation. Commissioner Berry asked about potential build out with the land, she wanted to know is there land for expansion and is it projected in the future land use? The City Manager said there is built out on a property they own; it's a vacant parcel but they don't own parcel.

Vice Mayor Barnard made a motion to approve Ordinance 01-2019, a Ordinance of the City of South Bay, Florida approving a small-scale Comprehensive Plan Amendment to amend the City's future land use designation for parcels 1 and 4 of a site known as South Bay Villas/ Marshall Heights located on the South side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 10.06 acres and legally described herein in Exhibit A from RLD (Residential Low Density) future land use designation to RMD (Residential Medium Density) designation: to amend the City's future land use designation for parcels 2 and 3 for the same project site comprising of 4.4 acres, as legally as legally described herein in Exhibit A from Comm (Commercial) future land use designation: providing for adoption of representations: providing for severability: providing for inclusion in the Code of Ordinance; and providing for an effective date. The motion was seconded by Commissioner Wilson. The vote was unanimously approved.

The City Clerk read Ordinance 02-2019 for the record.

Mary Freeman had a questioned in regards to parcel 1, she wanted to know was it a business place and changed to residential? The City Manager answered, a multifamily unit is what was there, it was a B1 zoning for business zoning and not aligning with what's taking place on the site. She asked if it wasn't a business but just a residential place? The City Manager stated, he didn't know the historical of 845 Palm Beach Road had a designation from agricultural and a store at the site. She asked, to know would it be anything else built in that location or what's there is there? The City Manager said, what's there is there.

Commissioner Wilson said he was reading, it is located on the south side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet West of U.S. Highway 27, he couldn't picture exactly where the location was. The City Manager said, South Bay Villas from US Highway 27 to 845 Palm Beach Road. Commissioner Wilson asked wasn't more than 1000 feet? The City Manager stated he know the planner prepared the Ordinance and it was an approximation provided.

Commissioner Berry made a motion to approve Ordinance 02-2019, a Ordinance of the City of South Bay, Florida relating to re-zoning parcel 1 of site known as South Bay Villas/Marshall Heights located on the south side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 3.31 acres and as legally described herein Exhibit A and attached hereto from R-1 (Single Family Dwelling) zoning to R-3 (Multiple Family Dwelling) zoning; to re-zoning of parcels 2 and 3 comprising 4.4. Acres at the same site and location and as legally described herein as Exhibit A from B-1 (Retail Commercial) to R-# (Multiple Family Dwelling); providing for adoption of representations; providing for severability; providing for inclusion in Code of Ordinances; and providing for an effective date. The motion was seconded by Vice Mayor Barnard. The vote was unanimously approved.

### **City Clerk Report**

The City Clerk presented the Commissioners with the City Clerk Selection Schedule:

- April 26, 2019 – Advertisement Close
- April 29, 2019 – Administrative Reviews
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- May 7, 2019 at 7:00 p.m. – City Clerk Selection

- May 28, 2019 – Start Date

The City Clerk announced an Electives Official Workshop with Palm Beach County League of Cities will be held on April 24, 2019.

### **The City Manager Report**

The City Manager stated the item that was presented is irrespective of market forces. He said irresponsible is a very strong word as an unreasonable requirement by the Commission; he have understanding of the the Mayor and Commission sentiments. He mentioned they have gone out several times and the Commission made a decision in a Resolution to what they're looking forward to take place on the site. He said in the time period the FEMA Maps made some changes; on his looking points he expressed some of it to Ms. Caroline on their phone conversation regarding: what is going to happen, what is going to be in the best interest of the City of South Bay of having a development and having an opportunity to generate a level of revenue that's going to not give a one (1) time influence or support but something on going. Understanding that farming is not highly taxable, for the City of South Bay it would not be in the best interest of the City to leave the City where they have nothing coming in. He said you cannot present a true time frame for those types of developments for some of the challenges that are present; something can be provided to the Commission so they're able to move forward with the development. The City Manager emphasis to the Commission that they have to position the City for strong development to occur in the City of South Bay; not knowing what it will look like but the City have a respondent present that have been at the table each time the letter of interest went out. He mentioned he is not all supporting of farming; feels like it can be a different look which takes place in the City. Dealing with the Park of Commerce steps, he recommends to the Commission to charge with a timeframe that has validity, with the understanding of what's taking place with the Army Corps of Engineers as well as the FEMA Maps leaving the Commission with the opportunity. *(Full discussion/recording available through the City Clerk's Office)*

Ms. Caroline stated the first year would begin after the Herbert Hoover Dike and the FEMA steps have occurred; it would be in the development steps listed in item number three (3), four (4) and seven (7). She said it has also been mentioned by City staff during the Workshop about a certain time period afterwards; what she hears from that is, in Palm Beach County Unified Land Development Code (ULDC) the term they use is Commencement of Development: it would means something needs to happen, beyond horizontal construction but vertical construction. She thinks to move the project forward and be addressed after the significant federal milestones have been cross with the Herbert Hoover Dike and the FEMA Maps to get the clock going for something. She said they're not trying to take anything away from the Cities biggest assets; unfortunately, it's South Florida Logistical Holdings or any other properties those are the hurdles. She mentioned the eighteen (18) step document can be transferred to any company with a development interest in the City, they just happen to be the ones standing in front of the City hoping for the consideration to continue together in good well. *(Full discussion/recording available through the City Clerk's Office)*

The City Attorney stated, concerns the lack of urgency that's expressed; the City may very well have another developer that may be more incentivize to work with state to the extent necessary, The County and Officials trying to get things in Legislative Agendas to do things to further the



development. She emphasis the short period of time since the RFP went out; the dynamics in the economy have changed since then, it have been a little bit of an uptick; Land Development is much more desirable for developers to go out and do certain projects. She not suggesting for the Commission to do another RFP, she is suggesting, for the Commission to go forward in terms of looking at allowing it to be farming. She said the City won't lose by terminating the RFP, the process, if the Commission would like to go in that direction she will come back with the appropriate steps. She recommended from a legal standpoint for preserving the City rights; the City don't have to continue with the issue, if the developer telling the City they're not willing to do it and they can't do it, and they find it too unreasonable to mention twenty (20) years out as in some other projects that have taken twenty (20) years. She don't think South Bay have twenty (20) years to wait; her recommendation is for the City to terminate someone that will legally bring back to terminate the project, if the City allow an alternative use of the project which includes farming or any other thing that the City participates in being able to get half of the proceeds of whatever it is and the City benefits at least in the sense and they go forward in that way. She mentioned the City will be able to put in provision that they want and to terminate the time that farming may takes place. She stated the City has the power and authority to do what they want to with the land; if the Commission would allow her and the City Manager to come back with something at the next Agenda to try to move forward with the issue that's occurring. Under the circumstances given by the developer; she thinks everything has changed and since everything has changed perhaps the City can reconsider how the City might want to deal with it, perhaps through recommendation they can bring together. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner McKelvin asked a question in regards to when did farming become an option and what happen to the Logistic Holdings Center? The City Attorney stated, faming has always been even before the RFP was put out; it was always something the developer said they wanted to do which was farm on the land. She mentioned it was the developer idea; it was not something the City wanted to do; the City forbid farming on the land through a Resolution the City Commission approved.

Commissioner Wilson wanted to know if any other developer came to the City and gave the City the same offer; would they not be able to build because of the Flood Map, the Core of Engineers and Herbert Hoover Dike. The City Attorney stated, what the developers are saying, she doesn't know if they could or not. Perhaps hiring a third party or have someone to look at it who can make determination on what can be done and what can't be. She stated it may be developer that is more incentivize by wanting to help some of the things; she sure with time and resources put into encouraging the Federal Government, and Congress people who ever try to move the issue forward so they can develop there. She mentioned if the Commissioner Wilson agreed with them, making an Agreement to benefit the City somehow. Commissioner Wilson said his outlook on it is; if he is a developer, and he wanted to purchase the land he know from the articles he read in the past it's going to take two (2) or three (3) years before the Flood Map is approved, before the Herbert Hoover Dike is completed; anything you put on Highway US 27 looks better than the cane that is there now; why would he continue looking at cane when he can try to negotiate with the company in order to get some addition funding if they going to farm it or maybe they can pay him so much for the time they are farming the land; he can capitalize from it what is being grown; still be in a position when the map is completed they can go ahead and start putting what needed on there.

The City Attorney stated the map issues existed when the bids were put forward; it is not something new occurring; they knew upon putting the bid in and waiting for FEMA. She mentioned he didn't say anything different than what she said; if the Commission choose to go in the direction, perhaps doing it in a way they don't have to still be under the Agreement or have the selective developer, they can terminate the

relationship in the way and still enter into an Agreement. She can draft up something to work with the Attorneys to allow them to farm there in the City and get some proceeds. *(Full discussion/recording available through the City Clerk's Office)*

Ms. Caroline stated she wanted to clear up some statements with some understanding for the record. She stated it was not a new issue, or used for permitting to seek an Agricultural Economic Activity because it is the highest for that particular land given in the location; it is the ability to proceed with some kind of annual fee; the the eighteen (18) steps blueprint on development can be easily given to another developer and they're changing, they're not unique; they are being fully transparent and ethical in communicating the challenges that face the land; they not asking the City to give anything, they never ask for anything, they never ask for any tax evasion, they never ask for any economic incentives, they never came with their hand out by any means. She stated, they offered and the City have been supportive of a fair market value agreement; she apologize for them not being able to make commitments as to the years; the market realities don't lend itself to the further hurdles. She understands that it is some dynamics going on at the City Commission, they had been before the Commission for so many years, and they had extreme appetite to do something before the City Attorney time to move on it fairly; people, things, and market has changed. She wanted to make the statements to clarify from an ethical position because they have attorneys on every request they receive from electives just not from the Cities on the things that they do and will continue to do including having good practices. *(Full discussion/recording available through the City Clerk's Office)*

The City Attorney stated before she got involved it wasn't called an Economic Development Agreement; she had to point out in the statues that it is supposed to be called an Economic Development Agreement and that's when they term it and they put things in the Agreement which supposed to be put in it for the State Statues. She mentioned, it is an Economic Development Agreement and by the City believing it will help create Economic Developments it is certain things that are required for the Agreement; if the City can't enter into an Agreement pursuing to the statues and what is required for the statues then what the point is. She said, if the City allows farming the City can do that, the City just don't have to do it under any abound process and the City should control what the process is. She said with farming you going to get the lowest value and not get a big taxed base on going to be at their lowest levels. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner Wilson addressed his statement to Ms. Caroline in regards to the flood map. He said no one going to know what's going to happen with the flood map and when the dike going to be completed. He asked if the flood map determines the elevation of the height of what's going to be built on the land, whether it is 8 feet along the highway or 6 feet, is that the problem? Ms. Caroline shook her head yes; Commissioner Wilson stated, should be a way to find out the worse scenario, it's going to be 8 feet, it has to be 8 feet above the highway and they know that. He asked why can't they start determining how much field it's going to take to build the road, a hotel, shopping mall; if they can do that, then they can start figuring out when they can build and the cost of the building, they know it's going to take 8 feet of dirt to go above the the highway to start building for the City floor elevation. He emphasis if he was an developer he would have to bring in one hundred (100) yards of field to do the road; He said he think the City need to start looking at the point, and how much it's going to cost they can start negotiating about the road.

The City Attorney stated Commissioner Wilson is right and it may be grants out there that he might be able to go after that will assist the City as long as the City owns the property. She stated, have the City Manager look into possible grants that exist to help.

Commissioner directed his statement towards Ms. Caroline and suggested they get with FEMA or the Flood Map and ask them the worst scenario it will be for them and start negotiating from there so they can come together and do what they have to do, even if it have to go back before the Governor.

Mayor Kyles stated, he did not want Ms. Caroline and Mr. Clifton to leave from the City Commission Meeting in a negative way, but in a positive way. He knows the Park of Commerce have been sitting there and agrees with Commissioner Wilson. He would like for the Commission to give the Manager and City Attorney directions to sit down and see what they can do to work it out; wants something positive to develop in the City; don't want the land to continue sitting with nothing on it. He asked the Commissioners for their support in reference to the issue; he asking for the City Manager and the attorney to go back, meet with the company to see what they can come up with and to bring an report back to the Commission. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner Wilson stated from his point of view the issue can be worked out; a developer finds out the worst scenario with the height for the violations that's going to be built above the highway.

Commissioner McKelvin stated the Commission has his support for the City Manager and City Attorney to go back to speak with the company, but he is not for farming.

Commissioner Berry stated she believes the City and the company can work the issue out but they need to make it an urgent manifestation. She said, if the City does work it out they will need Legislatives support and they will need it at the national and state levels; they will need other groups or sectors to work with them as they build a new renaissance for South Bay.

Vice Mayor Barnard gives her support for the City Manager and City Attorney, to go back to review everything and bring something back to the Commission. She emphasis after reading the letter, she did get offended with some of the wording in the letter. She don't agree with farming because a lot of farming taking place in the City, already

The City Manager discussed the City of South Bay Sheriff Department Law Enforcement Renewal; Sheriff Department Law Enforcement proposed a 3% increase beginning October 1, 2019 and ending September 30, 2020. He mentioned in reviewing the request he is seeking direction because he do have something rolling over his head and he is containing his self because he was upset with the request. He names the years and percentage of the Sheriff Department increases:

- 2016 – 1.5% increase
- 2017 – 2% increase
- 2018 – 2% increase
- 2019 – 3% increase

He stated the crime rate has decreased and the cost of services is remaining steady. He mentioned the City do their best in which any of the planning's taking place for the Special Events or any events in the City; the providers or the hosts get law enforcement services for those events; the impact to the City for law enforcement services hasn't been at the rate. He shared, he had a conversation with other law enforcement agencies and is not something they able to do, which is provide the service to the City of South Bay. He is seeking the Commission support as he has conversation with Major Coldin to inform him about the no increase for the City of South Bay for this year, not to accept the Agreement which is present. He said not having the Agreement it will be a lost; losing the Sergeant and the Administrative Secretary, whose housed in City Hall and the City may lose some control, but the City will still have a minimal law enforcement service being provide if the Commissioners go with no Agreement. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles asked the City Manager, set up a date with the Palm Beach County Sheriff Department in regards to the request for the 3% increase. The City Manager said, he wanted to present the information to the Commission before moving in any direction.

Commissioner McKelvin and Commissioner Wilson give the City Manager their support dealing with the no 3% increase for the Palm Beach County Sheriff Department.

Commissioner Berry asked if a decrease of the levels of services such as the crossing guard the City asked for the request for volunteers happen. She wanted to know the justification for the increase. The City Manager stated he cannot say what the specific 3% increase is and what it looks like for the Sheriff; he is under the impression, it is a 3% salary increase within the Sheriff Department and it is to cover a portion of the increase. He said for the City level of services they're not getting additional patrol or deputies. *(Full discussion/recording available through the City Clerk's Office)*

The City Manager announced the new remodel City Website; it is now ADA Compliant and it have been redeveloped, revised, redrafted, and have a more user friendly. He mentioned the City Parks are moving along well; they're working to get it delivered to the community at the end of April. He mentioned adjustments was found at the site that may cause a delay but it's from the construction items with the concrete; the City pushing the developers to complete the part. He stated the City is coming up to their March 2020 election; he mentioned during a previous meeting, staff was asked to research the appointment of the City Clerk and how it was presented in the charters; the question for the ballot for Palm Beach County is due to the Supervisors of Elections by December 13, 2019 to be placed on the March ballot.

Commissioner Wilson asked the City Manager where are the City for Southeast 3<sup>rd</sup> Street for the Storm Water? The City Manager replied, he hasn't heard from the agencies, it is still stopped at 50% progress in the finalizing of the designs, and he can't speak to that part, but will have the engineer to provide a report. Commissioner Wilson thanked everyone for the start of the guardrails going to Villa Lago; he would like to see it completed and he know it will take some additional funding. He asked the City Manager to seek additional funding so it can be completed. The City Manager said he would do further research on additional funding preference and he would be able to respond back.

Commissioner Berry said she understands it reads now the City Clerk is appointed by the Commission; she asked the City Manager was it correct. The City Manager stated it was correct. She stated she support the City Clerk appointment through the Commission because the City Clerk represents the legal piece of the City

transactions. She stated the Clerk is the one handling inside legal questions statues questions, and she support the position as an independent unit from the City Manager Office. She went into discussion about the Twenty Thousand Dollars (\$20,000) she requested; she will ask for a report from the Finance Department with recommendations on using Twenty Thousand Dollars (\$20,000) for infrastructure and related matters for the next meeting. The City Manager asked when she say infrastructure, do she mean for an actual project. Commissioner Berry stated not a project for Twenty Thousand Dollars (\$20,000), but the City have some soft items which have not been assessed that the City can use part of the Twenty Thousand Dollars (\$20,000) for items needed attention until they get additional funding. The City Manager stated they have identified the funding source for the request; he asked her to jot some things down so they can have a conversation on where the Twenty Thousand Dollars (\$20,000) will go. Commissioner Berry stated she thinking about: streets, cracks, sidewalks, something that may be Five Thousand Dollars (\$5,000) but she have not looked at the public work side of it or the engineering side to say specifically what the work will entail.

Vice Mayor Barnard stated as for reviewing the Charter, she have been looking at it; she agree with Commissioner Berry the City Clerk position, but she feel like the City Clerk should report to the City Manager.

#### **Future Agenda Items**

Commissioner Berry stated Strategic Planning Twenty Thousand Dollars (\$20,000) recommendation on how to use it for minor repairs infrastructure.

#### **Commissioner Comments** *(Full discussion/recording available through the City Clerk's Office)*

Commissioner McKelvin thanked everyone for coming out to the City Commission Meeting anf for participating in their local government.

Commissioner Wilson asked about the Marquee and is the City updating them with the news or events taken place in the City. The City Manager stated the Marquee have read Welcome to the City of South Bay and it is having a software issue with communicating with the sign; one of the LED panels need to be replaced; waiting on a new panel and the software.

Commissioner Wilson informs the residents that he spoke with Mr. Abduela; his Blueprint for the Checkers will be back on the 26<sup>th</sup>, it can go out to different contractors. He thanked everyone for being at the City Commission Meeting.

Commissioner Berry thanked everyone for their presence for coming to the City Commission Meeting and wished them a Happy Easter.

Vice Mayor Barnard thanked everyone for coming out and thanked the Commissioners for their support; and wished them a Happy Easter.

Mayor Kyles gave thanks to everyone coming out to the City Commission Meeting and gave thanks to the individual that keeps the City going and safe.

ATTESTED BY:

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Joe Kyles, Mayor

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Vicky DelBosquez

**RESOLUTION NO. 12-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Department of Transportation (“FDOT”), has created the Small County Outreach Program (“SCOP”) pursuant to Section 339.2818, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

**WHEREAS**, FDOT has determined that the transportation project described in the attached funding agreement is necessary to facilitate economic development and growth within the State of Florida; and

**WHEREAS**, the City of South Bay (“City”) and FDOT entered into a State of Florida SCOP Agreement (“SCOP Agreement”) on January 19, 2017 through Resolution No. 67-2017; and

**WHEREAS**, the City and FDOT now desire to execute an Amendment to the SCOP Agreement in the form of a State-Funded Grant Supplemental Agreement that extends the term of the initial SCOP Agreement; and

**WHEREAS**, the City Commission of the City of South Bay has determined that it is in the best interests of the residents of the City of South Bay to allow the City Manager to execute the State-Funded Grant Supplemental Agreement attached hereto as Exhibit “A”.

**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 attached State-Funded Grant

Supplemental Agreement to the State of Florida Department of Transportation Small County Outreach Program Agreement and 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 7th day of May 2019.

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

Attested

By: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT  
SUPPLEMENTAL AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
09/17  
Page 1 of 2

SUPPLEMENTAL NO.

1

CONTRACT NO.

G-0J22

FPN

440390-1-54-01

The City of South Bay and The Florida Department of Transportation desires to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on January 19, 2017 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

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The parties agree that the Agreement and supplements are described as follows:

No changes to the funding.

Reason for Supplement and supporting engineering and/or cost analysis:

This amendment extends the term of this Agreement. Paragraph 3 of the Agreement is amended as follows:

The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through June 30, 2020. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

This Amendment adds the construction deliverables required for the construction of the Project. The construction deliverables are shown in Exhibit A of this Amendment, attached hereto and made a part hereof. The design deliverables, and CEI classification, shown in Exhibit A of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

CITY OF SOUTH BAY  
(Name of RECIPIENT)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: DIRECTOR OF TRANSP. DEVELOPMENT

Print Name: \_\_\_\_\_

Print Name: STACY L. MILLER, P.E.

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

OFFICE OF THE GENERAL COUNSEL  
LEGAL REVIEW: \_\_\_\_\_

TITLE: \_\_\_\_\_

Print Name: \_\_\_\_\_

See attached encumbrance form for date of  
Funding approval by Comptroller.

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Recipient's LEGAL REVIEW: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A**  
**FM# 440390-1-54-01**  
**CONSTRUCTION DELIVERABLES**

Pay Item	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	4051
104-18	INLET PROTECTION SYSTEM	EA	26
110-1-1	CLEARING and GRUBBING	LS/AC	3
120-1	REGULAR EXCAVATION	CY	4413
120-6	EMBANKMENT	CY	536
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	8523
160-4	TYPE B STABILIZATION	SY	1154
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	3145
285-70-9	OPTIONAL BASE GROUP 09	SY	7455
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	786
425-1-351	INLETS. CURB, TYPE P-5, < 10'	EA	2
425-1-521	INLETS, DT DOT, TYPE P-C, <10'	EA	10
425-2-61	MANHOLE P-8. <10'	EA	7
430-94-1	DESILT PIPE, 0-24"	LF	1625
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	1185
515-1-2	PIPE HANDRAIL, GUIDRAIL, ALUMINUM	LF	10
520-1-10	CONCRETE CURB 4 GUTTER, TYPE F	LF	3433
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2061
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1923
527-2	DETECTABLE WARNINGS	SF	257
510-10-110	FENCING, TYPE A, 0.0-5.0, STANDARD	LF	1125
570-1-2	PERFORMANCE TURF, SOD	SY	3145
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6
700-1-12	SINGLE POST SIGN, FILI GROUND MOUNT, 12-20 SF	AS	5
700-1-60	SINGLE POST SIGN, REMOVE	EA	8
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	88
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC, STANDARD. WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	752
711 -11 -125	THERMOPLASTIC. STANDARD. WHITE. SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	144
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.826
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.16
711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.36

**RESOLUTION NO. 13-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND KINGS TUTORING AND MENTORING FOUNDATION, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer a venue for a wide variety of recreational activities for residents and the surrounding communities on a year-round basis; and

**WHEREAS**, Kings Tutoring & Mentoring Foundation, Inc. ("Kings Tutoring") desires to conduct its activities at the Nature Park or Tanner Park for restroom usage as more specifically set forth in the Scope of Work detailed in Exhibit "A"; and

**WHEREAS**, the City has agreed to provide said Park and lavatory facilities at no charge to Kings Tutoring; and

**WHEREAS**, the City Commission of the City of South Bay, upon the recommendation of the City Manager, desires to authorize the City Manager to enter into and execute the attached facility usage Agreement between the City and Kings Tutoring.

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

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

**Section 2. Approval of Agreement; Authority of Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between the City of South Bay and Kings Tutoring and Mentoring Foundation, Inc., attached hereto as Exhibit "A", for usage of the City's recreational restroom facilities at Tanner Park, together with such non-material changes as may be acceptable to the City Attorney.

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

**PASSED and ADOPTED** this 7<sup>th</sup> day of May, 2019.

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

Attested

By: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

**PARKS AND RECREATION DEPARTMENT**  
**FACILITY USAGE AGREEMENT**

This Agreement is made on this 7<sup>th</sup> day of MAY, 2019 by and between the CITY OF SOUTH BAY (hereinafter "CITY") a Political Subdivision of the State of Florida, and KING'S TUTORING AND MENTORING FOUNDATION, INC. (hereinafter "USER"), a 501C-3 non-profit entity, whose Federal Tax ID Number is 81-2809737, for the use of certain park recreational facilities within the City, as more particularly described herein.

**WHEREAS**, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer the use of Tanner Park/Nature Park for certain recreational and/or educational programming offered by USER; and

**WHEREAS**, the City desires to enter into a written agreement to allow for use of the City's parks, in specified areas as designated by the City Manager to include use of the city bathrooms and as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities to include the use of bathrooms for the time period and manner specified in Appendix "A" attached hereto and under the terms of this Agreement.
3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Director a written Operational Plan for use.
4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

**Obligations of User**

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the

facilities (including the use of bathroom facilities) for which this Agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage an the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or an another amount as determined by the City Administrator. The City of South Bay shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, including the bathrooms, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Director or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.
12. User shall require that all officials, coaches, teachers, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the City and within thirty (30) days from the start of the Agreement.
13. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity to be a part of the Operational Plan. Said plan shall be due within five (5) days from the execution of this Agreement.

### **Obligations of City**

14. City will provide daily maintenance of the facilities to the extent that the use is generally consistent with the maintenance required before the start of this Agreement. In the event the maintenance is unusually higher than before the start of the Agreement, City shall bill the reasonable cost of the extra maintenance to USER and USER shall pay for said extra maintenance within thirty (30) days.
15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.
16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
17. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.
19. City may, through the Parks and Recreation Director, from time to time, issue a key to a City recreation facility to an authorized representative of User but is under no obligation to do so. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

### **Term of Agreement**

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
21. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

### **Additional Provisions**

22. User may not sell alcoholic beverages without the expressed written permission of CITY.
23. The CITY'S representative/liaison during the performance of this Agreement shall be King Kindred, Director of Parks and Recreation, telephone no. 561-996-6751. The USER'S



representative/liaison during the performance of this Agreement shall be Barbara King, telephone no. 561-449-3793.

24. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.
25. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.
26. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
27. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.
28. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.
29. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

City of South Bay

BY: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae D. Camel, City Manager

APPROVED AS TO FORM

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

KING'S TUTORING AND MENTORING  
FOUNDATION INC.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory  
Name: Barbara King  
Address: 206 SW 12<sup>th</sup> Ave  
South Bay FL 33493

**APPENDIX "A"**  
**SCOPE OF SERVICES**

1. User shall furnish certain recreational services at Tanner Park/Nature Park.
2. City will permit the User to utilize the facilities of Nature/Tanner Park, including the bathroom facilities.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number people who will allowed to be present in the interest of public safety and as determined by USER.
4. User shall allowed to utilize the facilities at no cost in accordance with an Operational Plan to be approved by CITY, so long as maintenance expenses are kept at the same levels as prior to the start of this Agreement.
5. User shall utilize its best efforts to promote the City of South Bay in all of their games, practices, volunteer efforts and/or performances.
6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit for its programs residents of the City first and foremost and then spread to beyond the city limits for its Programs.
7. Parking will be allowable for User's Programs only in spaces designated by City staff.
8. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.
9. User shall be responsible for cleaning all utilized facilities after usage. If there is excessive use of the bathrooms or special maintenance required for overuse, additional reasonable charges will be billed for USER by City and shall be due to CITY no later than thirty (30) days.
10. A copy of the additional insured certificate must be made available to the City Manager upon request.
11. Smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.
12. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program.

13. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.
14. User will be responsible for any training of volunteers to properly instruct Program participants.
15. User will be responsible for the use of any City equipment. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Program.

*Remainder of page intentionally left blank.*

## **RESOLUTION 14-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN OT9 DESIGN, LLC D/B/A CARLSON STUDIO ARCHITECTURE AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") is in need of architectural professional services for the design of the New Tanner Park Recreational Center. Additionally, the City also desires to construct a new facility which would also include an Emergency Care Shelter Center for use during declared state and local weather emergencies.; and

**WHEREAS**, pursuant to Resolution 97-2017, the City executed a State Funded Grant Agreement and received a Florida Division of Emergency Management grant to harden the Tanner Park Recreation Facility in the amount of Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00); and

**WHEREAS**, during the planning period for the utilization of these funds FEMA Flood Maps were redrawn and included the City of South Bay in Flood Zone AE; and

**WHEREAS**, the new zone impacted the planning and designing of the Tanner Park Emergency Shelter Care Center Base Flood Elevation; and

**WHEREAS**, pursuant to Resolution 53-2018 (passed and adopted on October 16, 2018), the said resolution provided a modification to the original agreement to extend the time for utilization of funds; and

**WHEREAS**, pursuant to Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, the City advertised Request for Qualifications ("RFQ") No.: 2018-07 and received a sole response from OT9 Design, LLC d/b/a Carlson Studio Architecture ("Carlson Studio Architecture"); and

**WHEREAS**, the City desires to enter into a Professional Services Agreement with Carlson Studio Architecture to provide the City with professional services for the design of Tanner Park Recreational Facility and Emergency Shelter Care Center; and

**WHEREAS**, the City finds that execution of a Professional Services Agreement between the City and Carlson Studio Architecture is in the best interest of the residents of the City.

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

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

**Section 2. Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to enter into a Professional Services Agreement with OT9 Design, LLC d/b/a Carlson Studio Architecture, as attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

**PASSED and ADOPTED** this 7<sup>th</sup> day of May 2019.

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

Attested

By: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

April 18, 2019



205 North Orange Avenue  
Suite 202  
Sarasota, FL 34236

Mr. Leondrae Camel, City Manager  
City of South Bay  
335 SW 2<sup>nd</sup> Avenue  
South Bay, FL 33493

Re: RFQ # 2018-07 - Tanner Park Recreational Center / Emergency Shelter and Care Center

Dear Mr. Camel:

Thank you for your interest in Carlson Studio Architecture (CSA). We are pleased to provide you with this fee proposal for architectural professional services towards the design and construction of the new Tanner Park Recreational Center to be located at 105 Palm Beach Road in the City of South Bay, Florida. The new facility will also include an Emergency Shelter and Care Center for use during declared state and local weather emergencies. Per your direction in previous communications with CSA, the intent will be to maximize the entire 15,000 s.f. buildable area of the site. The current 7,500 s.f. building will be demolished as well as the adjacent accessory structures. Carlson Studio Architecture will provide the following professional services: Schematic Design, Design Development, Construction Documentation, Construction Administration and Construction Observation. In addition, CSA will include a Statement of Probable Cost for construction and will assist in the review of General Contractor bids.

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#### Project Scope:

The service and deliverables for the project will be as follows:

- Architecture, Structural, Mechanical, Electrical, Plumbing, and Civil
- Signed & Sealed Design documents for owners review and approval
  - Plans, Elevations, Sections, Details, Perspectives
  - Project renderings for on-site review by the City of South Bay
- Project research for products and details
- Develop construction documents for permit in the City of South Bay
- Provide document revisions in response to AHJ comments for permit and/or construction.
- Construction Observation

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#### Project Exclusions:

- CSA will **not** be providing continuous on-site personnel.

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#### Project additional services not included:

- Sustainable building certification (LEED, Living Building Challenge, etc.)
- Renderings beyond Site Review by the City of South Bay
- Prints / Reproductions not required for milestone submissions
- Energy Modeling or Computational Fluid Dynamics modeling

April 18, 2019



205 North Orange Avenue  
Suite 202  
Sarasota, FL 34236

Proposal

**Project Estimated budget:**

- \$337,000 – State Grant Agreement Between the Florida Division of Emergency Management and The City of South Bay
- \$2,530,000 – Anticipated construction budget based upon 2019 Florida House Bill 2127.
- Total assumed design and construction cost: \$2,867,000
- Design Fee: \$262,000 fixed fee

**Project Design and Construction Duration:**

*Design Process: 3-4 Months*

*Construction Process: 5-6 months (estimated)*

*Please see the break-down of the Project Design Timeline below:*

**Project Design Timeline:**

Concept Design and Discovery	3	Weeks	Semi - COMPLETED SCOPE - At this phase we will meet with you and discuss your ideas, needs, wants and hopes. We also begin code and zoning research for your site. We will develop (2) Design options for review and leave a 3rd option to merge ideas and new understandings into if needed.
Schematic Design	3	Weeks	At this phase we get your plans, elevations and building sections on to sheets and begin to show preliminary design details. Code and Zoning research will be completed at this phase and we will begin looking for finishes, equipment dimensions, doors, windows, plumbing fixtures and any items for which we need to understand clearance and electrical or plumbing requirements.
Design Development	3	Weeks	During Design Development (DD) we will get warranty information, product specifications for all items required, and show details of the finishes and systems chosen during the SD phase. At this point, we will begin developing the Estimate of Probable Cost and verify the project budget that we are designing within.
Construction Documents + Permits	9	Weeks	For this phase we will have all the information required to produce a construction set that will be your legal document for the Building Officials. We will provide all required documents to you (the Owner) or the General Contractor for submission to the Building Department in order to receive a construction permit number. This will also include project specifications noting the quality of the materials expected to be installed, any warranty information and how the GC is to operate the construction site.



April 18, 2019

Construction Contract Administration	24	Weeks	While this quantifies the number of weeks, it is a representation of the expected construction duration and may be more or less than what is stated here. The Construction Contract Administration (CCA) is where we (the Architect) represent you on the job site as your agent. Carlson Studio Architecture will visit the site (1 time) per month to evaluate and observe the construction the GC is instituting from the CD set. We will also review the pay applications to assess the amount of work remaining compared to the amount of work completed. In addition, CSA respond to any Change Orders (issues and items that arise due to unforeseen conditions) with drawings or design suggestions.
Total Estimated Design and Construction Time	42	Weeks	

Items Not Included:

**Required**

- Certified Survey
- Geo-technical report

Assumptions:

1. Detailed documentation of existing conditions or the creation of as-built documents is not included.
2. Fees assume entire project will proceed with design and construction occurring consecutively.
3. Fees assume construction will be completed within 6 months

Payment Schedule:

Commencement of work fee is due at date stated. All other payments are due at the completion of each phase, excluding CA, which will be invoiced monthly starting at the beginning of CA.

Service	Description	Rate	Unit (gsf)	Total
<b>Architecture Services</b>	Design Documents: Architecture, Mechanical, Electrical, Plumbing, Fire Protection, Structural and Civil	\$11.35	15,000	\$170,300
<b>Architecture Observation</b>	Permit Documents + Construction Administration	\$6.11	15,000	\$91,700
				\$262,000

<b>Commencement of Work</b>	10%	\$26,200
<b>Schematic Design</b>	15%	\$39,300
<b>Design Development</b>	20%	\$52,400
<b>Construction Documents</b>	20%	\$52,400

April 18, 2019

<b>Permit Documents</b>	20%	\$52,400
<b>Contract Administration (billed monthly at start of CA)</b>	15%	\$39,300
<b>Total</b>	100%	\$262,000.00

Schedule Breakdown:

<b>Commencement of Work</b>	05/08/2019
<b>Schematic Design (completion)</b>	06/19/2019
<b>Design Development (completion)</b>	07/10/2019
<b>Construction Documents (completion)</b>	08/21/2019
<b>Permit Documents (completion)</b>	09/11/2019
<b>Contract Administration (completion)</b>	02/26/2020

Mr. Camel we look forward to assisting you and your team on this excellent project and hope that the proposal above is clear and provides all the expected outcomes. If you have any questions or want to discuss any portion of this proposal, please feel free to call.

We thank you for this opportunity to work with you on the new Tanner Park Recreational Center and look forward to future dialogs.



04/18/2019

Architect Signature

Date

Client Signature

Date

Sean E. Williams, AIA, NCARB  
Principal Architect

Carlson Studio Architecture, LLC  
FL Lic: AA260002453 | AR95989 | ID 6023

**RESOLUTION NO. 15-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CHARITABLE SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND THREE HUNDRED DOLLARS FOR KING'S TUTORING AND MENTORING FOUNDATION, INC. AND DETERMINING THAT SUCH EXPENDITURE SERVES A PUBLIC PURPOSE; PROVIDING FOR AN ALLOCATION OF FUNDS; 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 it may act, and

**WHEREAS**, pursuant to Resolution 21-2016, the City Commission of the City of South Bay ("City Commission") created a charitable contribution policy to address requests made by the public for charitable gifts and events; and

**WHEREAS**, Resolution 21-2016 further authorized the allocation of up to Two Thousand Five Hundred Dollars per fiscal year for the City Commission to award to a charitable organization or organizations; and

**WHEREAS**, the City Commission, as a body, has determined that the Kings Tutoring and Mentoring Foundation, Inc.'s (KTMF) programming would serve a public purpose; and

**WHEREAS**, the KTMF will target students from the community ranging from grades K-12; and

**WHEREAS**, the City Commission desires to approve funding for the KTMF sponsorship in the amount of Two Thousand Three Hundred Dollars (\$2,300.00); and

**WHEREAS**, the City Commission of the City of South Bay finds that the sponsorship of KTMF for the benefit of the South Bay Jaguars 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. Authorizing and Approving Sponsorship of KTMF.** The City Commission of the City of South Bay hereby authorizes and approves sponsorship in the amount of Two Thousand Three Hundred Dollars (\$2,300.00) to Kings Tutoring and Mentoring Foundation, Inc. and further finds that said recreational programming is deemed to be a valid charitable public purpose.

**Section 3. Allocation of Funds.** The City Commission hereby authorizes and allocates funding sponsorship from the following General Fund account line items:

Parks and Recreation: Athletic Activities – 001-711-556150 - \$2,300.00

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

**PASSED and ADOPTED** this 7th day of May 2019.

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

Attested

By: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

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

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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



**South Bay Jaguars Youth Football/Cheer-Dance**

**Kings Tutoring & Mentoring Foundation Inc.**

**206 SW 12<sup>th</sup> Ave**

**South Bay, FL 33493**

**(561) 449-3793**

**sbjags@yahoo.com**

**kingstutoringmentoring@gmail.coktmfoundation.com**

*Kings Tutoring and Mentoring Foundation, Inc.*

*Program Outline*

**Program Overview**

Kings Tutoring and Mentoring Foundation Inc Program is to provide supplemental, enrichment, and intensive educational support to students K-12. This program is designed to be a catalyst for high scholastic achievement, social advancement through progressive leadership training, and skill acquisition. Students enrolled in the program will spend a minimum of 10-15 hours of week receiving homework help, Standard/SAT/ACT preparation, graduation planning, financial and credit literacy training, computer based training through Microsoft and Adobe and cultural exposure. The summer and winter enrichment programs are designed to give parents the option of keeping students within an educational setting during the months when traditional school is out of session. The program is to provide and innovative a rigorous academic approach while utilizing fundamental leisure tools to further the interest in the students' educational career. The focus of this program is Mind, Body, and Ethical Character Development, thus stimulating the student in using these tools during the traditional school session while enjoying the hands-on project based experience.

**Partnerships, Collaboration & Sustainability**

The Board of Directors of Kings Mentoring and Tutoring Foundation Kings Mentoring and Tutoring Foundation website be upgrading and will be displaying new features by fall 2018. The information that will be posted is the followings:

1. Activities
2. Advisory and Board of Director meetings
3. Events for the community
4. Student resource corner
5. Employee portal
6. Target school portal
7. Upcoming events
8. Registration
9. Volunteers sign up

The Program Director will be responsible for the updating of the information.

**Student's Attendance during normal school hours**

Kings Tutoring and Mentoring Foundation Inc learning center will improve academic performance and influence school-day. This is being accomplished by:

- Providing socialization and peer attention in a supervised venue
- Re-establishing the link between effort and result-first in a non-school activity.
- Engaging students in challenging activities that help them develop persistence, a trait critical to later success in school and life
- Providing consistent contact with caring, stable adults
- Increasing the sense of belonging at school

In response to the need to bring nationwide attention to the problem of chronic school absenteeism, Attendance Works was established as a national and state initiative in 2018 to promote better policy and practice around school attendance. The organization works to examine the causes, consequences, and potential responses to missing extended periods of school, starting in the early grades

Building upon the experience of other pioneering programs as well as emerging research, Attendance Works recommends schools and afterschool programs work together in the following ways:

1. **Build a strong culture of attendance in the school and the afterschool program.** Strategies can include establishing a clear policy about the importance of attendance, offering incentives and other motivating activities, and analyzing attendance data to identify areas that need improvement.
2. **Target students with at-risk levels of absence for recruitment and engagement in afterschool programming.** Especially for students who are just beginning to have problematic attendance, the extra support of afterschool may be just what they need.
3. **Share data on program and school attendance.** Such data sharing is critical for identifying students in trouble, regardless of when they are experiencing an attendance problem, and evaluating the impact of program participation on in-school attendance.
4. **Combine resources to engage families around the issue of attendance.** Together, school and afterschool staff can educate parents and students about the importance of going to school every day, as well as solicit their perspectives about the barriers to attendance and how they could be overcome
5. **Make better use of attendance data reported annually for 21<sup>st</sup> Century Community Learning Centers.** Program will collect and review in-school and after school attendance data throughout the year to identify students with chronic absence that might need additional support. An unusually high level of poor attendance could suggest a lack of engaging afterschool activities, an unresolved problem with bullying affecting all the students in a class, or a problem with the facilities that is creating an unsafe or unhealthy classroom environment. Poor attendance can be an early warning sign that intervention is needed in order to maintain a high quality program.



## **Target Population & Recruitment**

*Kings Tutoring and Mentoring Foundation Inc* is non-sectarian in its programs, admissions policies, employment practices and operations open to students in grades K – 12<sup>th</sup> (approximately 5 – 18 years of age) who would qualify to attend a traditional public school in Palm Beach County. No tuition are charged, except those fees normally charged by other centers. *Kings Tutoring and Mentoring Foundation Inc* will meet all applicable state and local health, safety, and civil rights requirements and will not violate the applicable anti-discrimination provisions found in Florida Statutes. In accordance with Federal and State anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2) (a), the program will not discriminate on the basis of race, ethnicity, national origin, gender, disability or marital status against a student in its admission process. *Kings Tutoring and Mentoring Foundation Inc* plans to open a permanent facility that can accommodate up to 100 students while complying with class size reduction.

*Kings Tutoring and Mentoring Foundation Inc* will accept all eligible students that reside in Palm Beach County. The program is available to any student covered in an inter-district agreement or residing in Palm Beach County including, but not limited to, those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), English for Speakers of Other Languages (ESOL), Title 2 of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. *Kings Tutoring and Mentoring Foundation Inc* will implement an open admissions policy wherein any student residing in the county will be eligible pending the provisions of F.S. 1002.33(10) are met, who submits a timely application and whose parents accepts the terms and conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceed the capacity of the *center*, class, grade level, or building. In such case all applicants shall have an equal chance of being admitted through a random selection process otherwise known as a lottery. If the number of applicants falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

The Program will give enrollment preference to certain student populations. Said student populations include:

1. Students who are siblings of a student enrolled in the center.
2. Students who are the children of a member of the governing board of the organization.
3. Students who are the children of an employee of the organization.
4. Students who are the children of active-duty member of any branch of the United States Armed Forces.

Our *program's* objectives and related content have their foundations in the Florida Standards and as such is committed to serving the needs of all its students, regardless of level, learning style, and/or special needs. The advisory board will create a curriculum pacing guide and scope and sequence for the core subject areas of all grade levels using the Florida Standards that will monitor teacher's utilization of differentiated instruction, as well as other modes of instruction including but not limited to peer tutoring, individual instruction, and group work. Counselors/ Mentors will also utilize the curriculum map and pacing guide to achieve appropriate planning of activities and assessments so that all related standards and grade level expectations may be effectively introduced and mastered by students in each grade level. The objectives and related content will ensure that students with special needs, such as ESE, ELL students, are effectively served in accordance with the policies and procedures of Palm Beach County Schools.

5. All students will be monitored to ensure they are making adequate progress toward the Florida Standards. In this way, students who are struggling and/or below-level students will be identified so that any problems can be effectively remediated. Professional educators and other support staff will use data from all available assessments, including but not limited to state and district required assessments, to develop instruction that meets the needs of all students so that each child can realize his or her potential.
6. As deemed necessary according to student need, *The Program* will employ certified professional educators active or retired to service students. They will utilize research-based, state-adopted texts, enhanced by supplementary materials and programs, to ensure students make progress towards Florida Standards.

### **Recruitment**

It is Kings Tutoring and Mentoring Foundation Inc belief that diversity equates strength. The Program will provide for translators and written notices in all languages common to Palm Beach County's population. *Kings Tutoring and Mentoring Foundation Inc* will host informational meetings at varies times and locations throughout the community. Applications will be made available in the native language of the student's parents/guardians to dispel any existing communication barriers. Local newspapers, television, and radios as well as various community news letters will be utilized. In addition "Street Teams" will canvas neighborhoods, community functions and distribute informational flyers promoting information about the school. *Kings Tutoring and Mentoring Foundation Inc* website will post up to date information regarding the transitional phases through the first day of school. The program will make every effort to populate and celebrate a diverse program family. *Kings Tutoring and Mentoring Foundation Inc* will communicate as needed in languages that make up the harder to reach families of all ethnicities. The goal is to achieve a racial/ethnic balance that approximates the demographic profile of the county. In accordance with federal and state anti-discrimination laws and in

accordance with the Florida Educational Equity Act, Section 1000.05(2) (a), the program will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin, or disability in the admission of students. *Kings Tutoring and Mentoring Foundation Inc* plans to leave no ethnicity behind.

*Kings Tutoring and Mentoring Foundation Inc* will begin accepting pre-enrollment application in August 2018. In subsequent years, pre-enrollment application will be collected for a September opening. *Kings Tutoring and Mentoring Foundation Inc* will provide ongoing informational sessions about the center, its programs, goals and objectives and enrollment process.

The number of seats available at each grade level will be determined annually, and the number of student seats available will be publicized. Informational sessions are held in order for prospective parents and students to learn about the mission, objectives and goals of the center. The Program Director will keep all applications, receive phone calls and track potential enrollment at each grade level.

#### **Lottery and Waiting List**

As per Florida Statute 1002.33, a lottery will be conducted at each grade level that has more pre-enrollments than seats available for that grade. If a lottery is required after any registration or enrollment period, that lottery will be held in an open forum at the time and place listed in the registration materials and/or flyers and website. All lotteries will be conducted in a manner that ensures each eligible student receives an equal chance of being selected. Pre-enrolled students' names will be drawn until the available seats for that grade level are filled. The remaining students names will be drawn and placed on an ordered waiting list

#### **Student Program Activities**

The program fosters responsible behavior and self-management by creating an environment in which activities are presented, but not dictated, and which guidance is offered to promote self-confidence and youth empowerment. Age-appropriate activities are available daily and determined by teens' interest and directed by the group's counselor. Staff works directly with students to create curriculum and provide activities for all.

- **Welcome, Snack & Attendance**-students are welcomed each day to The Program with announcements, warm-up activities and a healthy light snack.
- **Health & Wellness**- students are encouraged to engage in 30 minutes of movement each day. Options and activities will vary daily with access to studios, gymnasium, pool, equipment, outdoor games and more.
- **Academic support**-A designated homework time with academic support from professional educators is provided on a daily basis. Resources are available to complete homework such as computer time, printer and various other needs

upon request. For those students who may not have homework are then encouraged to enroll in test taking preparation skills to supplement the benchmarks taught in school.

- **Cultural Education-** students are given the opportunity to learn about different cultures as they become champions of diversity, inclusion and global engagement
- **Leadership-** Our commitment is to ensure passionate cause-driven leaders of the future. Students will gain leadership skills to help individuals grow and achieve their greatest potential
- **Financial Education-** students are given all the tools necessary to understand personal economics and finances. They are taught to balance a check book, understand credit and develop a savings plan.

### **Academic Enrichment**

#### **Academic Fail-safe Skill Mastery Program:**

Student's failure is prevented through measures such as Reading Clinics (after school), Writing Labs and Science exploration sessions. Academic failure is further prevented by ensuring students have a greater chance of passing all tests and quizzes, completing classroom and homework assignments. Educators, counselors and administrators will pay close attention to academic details no matter how big or small, and hold students accountable for their own learning process and success. These measures are supported by the following guidelines:

#### **Interventions:**

- Students who do not receive a passing score on tests, quizzes or assignments (i.e., below a C): will be "flagged" by their instructor and referred to their respective professional educator. The Program leader will provide alternative, innovative strategies to return the student to the correct path of success through skill mastery instruction.
- Adequate preparation is essential to academic success. Close attention and monitoring of preventive measures include: home/school communication, academic test/class work/homework.
- Clinics: The Program will provide Reading, Math, Science, and Writing clinics to students who need extra support in content areas, such as level 1 and level 2 students, students in the lowest 25% of their class, and students who have shown deficiencies on previous year's tests. These clinics will occur after school to provide students with an additional layer of academic support.

The objectives and goals of the programs are built upon the Florida Standards. *The program* academic programs will focus on clear and measurable expectations for student learning and covers the main subject areas of Reading/Language Arts, Mathematics, Social Studies, Science,

Foreign Language, Music, Art, Life Skills, Character and Computer Education. The curriculum will continuously reflect high quality instruction and implement research based strategies, innovations and activities that facilitate achievement for all students.

*The program* will have the following processes in place to support the delivery of the curriculum:

- Continuous review of curriculum to ensure a year's worth of learning of all state benchmarks
- Research-based instructional practices
- Review of the target school's The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished
- Assessment data to make instructional decisions and plan interventions
- Weekly grade level and monthly staff meetings
- Ongoing professional development workshops
- Before, after school and Saturday tutoring for remediation and acceleration
- Targeted interventions for struggling readers and students performing below grade level
- Integration of long-term thematic projects across the curriculum
- Multiple ELL and ESE strategies across the curriculum
- Focus on differentiated instruction for learning styles
- Integration of technology across all major disciplines

**Interdisciplinary Connections** – Curricular decisions will be guided by student mastery and achievement rather than by an effort merely to cover content. As teachers build on interdisciplinary connections, students naturally begin to link information between and among courses, increasing the relevancy of skills and content in such courses.

**Differentiated and Standards-Based Instruction** – *The program* ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience.

### **The "Mobile" Tutoring Component**

The Board believes that all children should have accessibility to academic resource and it should not be limited to the social/economic status of the family. In conjunction with the center which will house the tutoring program and the mentorship program. We will have a mobile tutoring component. This gives parents and families an opportunity to have academic resources in the comfort of their own home. King's Tutoring is committed to connecting students with top tutors capable of providing an incredible learning experience. Our experience academic directors assess every student unique needs and learning style, and help student identify a tutor that is the best fit.

The elite group of tutors brings students a wealth of experience in their individual field of academic expertise. The tutors individualize lessons and present materials and concepts in engaging, easy to understand ways that keep students motivated without leaving the home. Throughout the entire tutoring process, our academic directors are available for support and committed to facilitating the best possible experience to students and their families. In the near future KTM mobile tutor will have a mobilize vehicle that will have computers, desks and library and professional educator. At this present time we have a retired professional educator who uses her personal vehicle to render the mobile services to a few students throughout the communities.

### **Summer Enrichment Camp**

*Kings Tutoring and Mentoring Foundation Inc* goal through this camp is to break the misguided traits of manhood & rebuild Father-Son bond and regain that generation of men who are emotional, socially and economically strong. We want to instill back into the young ladies that inspiration, empowerment and confidence of conquering the world, showing them that they can be successful and teach them how to be leaders in tomorrow's world. Kings Tutoring and Mentoring Youth Empowerment Summer Enrichment Camp is a 10 week program that is designed to help the youth increase their self-esteem, learn essential life skills and explore creative ways to build their positive motivation. The retreat support with life skills, self-esteem tips, coaching, hands-on activities, information and tools to be comfortable in their own skin. Understand real life situation and to make important decision that is impactful to their lives.

Sessions will include workshops on understanding cultural acceptance, leadership skills, self-acceptance and goal setting. Topics include bully prevention, healthy choices, self image and safe social media practices. The camp will also emphasize the importance of good health, social responsibility, and civic engagement. The 10 week camp is sponsored by Kings Tutoring and Mentoring Foundation Inc as a 501C3 nonprofit organization. We also in the future offer year round creative activities such as journal writing, short films, discussions on media images, rap sessions, yoga sessions, vision board classes, poetry readings and motivational exercises.

Guest mentors also will visit the camp and meet the youth. Meals & healthy snacks will be served for all participants. Each participant will receive a t-shirts. The camp is a collective collaborative effort, thanks to a growing number of mentors, leaders and men/women dedicated to ensuring that all youth in attendance have access to education, self-help and resources to overcome obstacles and make healthy choices in their lives.

## Recreational Sports

Kings Tutoring and Mentoring Foundation Inc mission to provide opportunities for our youth to participate in organized and supervised environment. As well as emphasizing the importance of academic success. **Football:** The primary focus to teach the fundamentals of football & Cheer/Dance with an emphasis on sportsmanship, education, safety and fun for all participants. We accomplish our mission by continually striving to become better coaches, parents and fans. The South Bay Jags is a competitive tackle football and cheer program within the Pop Warner's league. Registrant begins in April and end in July, season officially starts in June through November. Practice days are Mon-Thurs from 5:30-7:00pm. Game day are Saturday which consist of 10 scheduled games by Pop Warner's, game field (TBA). If team or cheer/dance advance to play off and finals season will carry-on until the month of December.

Future sports programs: Flag Football, Basketball, Baseball, Track, Golf and Soccer will be start up soon.



# South Bay Jaguars

Youth Football & Cheer/Dance

Kings Tutoring and Mentoring Foundation Inc.

April Mon-Thur 5:30-7:00 pm *Fundamental/Conditioning Training til Aug. 1st	May Mon-Thur 5:30-7:30 pm	June Mon-Thur 5:30-7:30 pm
July Mon-Thur 5:30-7:30 pm	August Mon-Thur 5:30-7:30 pm  (Aug. 1 <sup>st</sup> Official Practice starts)	Sept Mon-Thur 5:30-7:30 pm  After Labor Day Practice will be 3 days
Oct Mon Wed Thur 5:30-7:30 pm	Nov Mon Wed Thur 5:30-7:30 pm	If team advance to playoffs/Finals practice will continue thru Dec.



**ORDINANCE NO 01-2019**

**AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS 1 AND 4 OF A SITE KNOWN AS SOUTH BAY VILLAS/MARSHALL HEIGHTS LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING, JR. BOULEVARD APPROXIMATELY 1000 FEET WEST OF U.S. HIGHWAY 27 COMPRISING 10.06 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT "A" FROM RLD (RESIDENTIAL LOW DENSITY) FUTURE LAND USE DESIGNATION TO RMD (RESIDENTIAL MEDIUM DENSITY) DESIGNATION; TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS 2 AND 3 FOR THE SAME PROJECT SITE COMPRISING OF 4.4 ACRES, AS LEGALLY DESCRIBED HEREIN IN EXHIBIT "A" FROM COMM (COMMERCIAL) FUTURE LAND USE DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 22, Section 22-45 of the City of South Bay Code of Ordinances and Chapter 163.3184 of the Florida Statutes provides for amendment of the City's Comprehensive Plan; and

**WHEREAS**, the applicant Palm Beach County Housing Authority has submitted a request for a Small-Scale Future Land Use Map (FLUM) Amendment to change the future land use on Parcels 1 and 4 of the site located on the south side of Dr. Martin Luther King, Jr. Boulevard, approximately 1000 feet west of U.S. Highway 27 and as legally described in Exhibit "A" attached hereto from RLD (Residential Low Density) future land use designation to RMD (Medium Density Residential) future land use; and to amend to the future land use on Parcels 2 and 3 for the same project site and location and as legally described in Exhibit "A" attached hereto from COMM (Commercial) future land use designation to RMD (Residential Medium Density) future land use; and

**WHEREAS**, the entire site known as South Bay Villas/Marshall Heights contains four (4) parcels which all require a change to future land use; Parcel 1 (3.31 acres) and Parcel

4 (6.75 acres) contain 10.06 acres, in combination, and Parcel 2 (0.63 acres) and Parcel 3 (0.46 acres) comprise 1.09 acres, in combination; and

WHEREAS, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence, the City Commission has determined that the petition should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SOUTH BAY, FLORIDA:

**Section 1. Adoption of Representations.**

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

**Section 2. Amending Designation.**

That Small-Scale Comprehensive Plan Amendment, is hereby granted for a small-scale comprehensive plan amendment to the Future Land Use Map designating the entire site known as South Bay Villas/Marshall Heights containing four (4) parcels as RMD (Residential Medium Density) future land use designation.

**Section 3. Amendment to Comprehensive Land Use Map.**

The City of South Bay's Comprehensive Plan Future Land Use Map, as currently applicable in the City of South Bay, is hereby amended by re-designating the Parcels 1 and 4 of the South Bay Villas/Marshall Heights site from RLD (Residential Low Density) to RMD (Residential Medium Density) land use designation and re-designating Parcels 2 and 3 on the same site from COMM (Commercial) future land use designation to RMD (Residential Medium Density) designation as described in the Staff Report Project Identifier: SB-South Bay Villas/Marshall Heights Small-Scale Comprehensive Plan Amendment, Applicant, Palm Beach County Housing Authority dated July 15, 2016.

**Section 4. Disclaimer & Permit Condition.**

Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the

City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

**Section 5. Severability.**

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

**Section 6. Conflict and Repealer.**

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

**Section 7. Effective Date.**

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

**PASSED FIRST READING** this \_\_\_ day of \_\_\_\_\_ 2019.

**PASSED SECOND READING** this \_\_\_ day of \_\_\_\_\_ 2019.

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Attested

By: \_\_\_\_\_  
Vicky Del Bosquez, Interim City Clerk

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

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

**VOTE:**

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION - COMPREHENSIVE PLAN AMENDMENT**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE NORTH 635.59 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 183.45 FEET THEREOF. (Containing 144,430.34 square feet, 3.31 acres)

**PARCEL 2:**

THE NORTH 183.45 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 33 FEET AND THE EAST 134.47 FEET THEREOF. (Containing 27,771.42 square feet, 0.63 acres)

**PARCEL 3:**

THE NORTH 183.45 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 33 FEET AND THE WEST 184.49 FEET THEREOF. (Containing 20, 244.51 square feet, 0.46 acres)

**PARCEL 4: (SEE SHEET 1 OF 2)**

TRACT 36 OF THE TOWN OF SOUTH BAY, FLORIDA, LOCATED IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, ACCORDING TO THE AMENDED PLAT OF SAID SECTION EXECUTED BY FLORIDA STATE DRAINAGE LAND COMPANY AND LESS THE SOUTH 408 FEET OF SAID TRACT 36.  
("PARCEL 2" AS RECORDED IN O.R.B. 2240, PAGE 1022 & 1023) (Containing 294,152.56 square feet, 6.75 acres)

**Small-Scale Future Land Use Map Amendment Request**

**Applicant:** Palm Beach County Housing Authority  
**Petitioner:** Wantman Group, Inc.  
**Project Location:** South side of Dr. Martin Luther Jr. Boulevard approximately  
1000 feet west of U.S. Highway 27  
**Project Identifier:** SB - South Bay Villas/ Marshall Heights - *Small-Scale Future  
Land Use Amendment*  
**Date:** July 15, 2016

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On behalf of the Applicant, the Petitioner, Wantman Group, Inc. is requesting approval for a Future Land Use Map Amendment for property located on the south side of Dr. Martin Luther King Jr. Boulevard, approximately 1,000 feet west of US Highway 27 in South Bay, Florida. More specifically, approval is being sought for a Small Scale Comprehensive Plan Amendment, as follows:

Amend the Future Land Use designation of the subject properties from RLD (Residential Low Density) and COMM (Commercial) to RMD (Residential Medium Density).

The 11.15 acre subject property contains four (4) Parcels described on Sheet 2 of 2 on the Boundary Survey submitted as part of the Application. Parcels 1 (3.31 acres) and 4 (6.75 acres) describe the proposed Residential land use components of the overall development and comprise a combined 10.06 acres. Parcel 2 (0.63 acres), Day Care facility property, and Parcel 3 (0.46 acres), the Community Center, describe the properties currently identified on the Future Land Use Map as Commercial use that are proposed for RMD (Residential Medium Density) and comprise a combined 1.09 acres. All Parcels combined total the 11.15 acre site.

The properties are accessed by Dr. Martin Luther King Jr. Blvd. The site is currently improved with 131 Multi-Family dwelling units, consisting of the "Marshall Heights" and "South Bay Villas" developments, as well as a day care center and community center. The overall density proposed is 11.75 dwelling units per acre (131 units/11.15 acres = 11.75) which falls within the density range (6-13 du's/ac.) adopted by the City on its Future Land Use Map.

*Therefore, the Applicant's request is for a Small-Scale Future Land Use Map Amendment to the City of South Bay Future Land Use Map for a site containing four (4) Parcels located on the south side of Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 known as South Bay Villas and Marshall Heights. It is proposed that Parcels 1 and 4, as legally described on the Applicant's Boundary Survey (Sheet 2 of 2) comprising 10.06 acres, be revised from a current RLD (Residential Low Density) future land use designation to RMD (Residential Medium Density), and that Parcels 2 and 3, also described on the Boundary Survey comprising 1.09 acres, be revised from a current COMM (Commercial) designation to RMD (Residential Medium Density). Review and Comments on the Small-Scale Future Land Use Map Amendment Application dated February 23, 2016 were provided by the City to the Applicant and Responses to those Comments were provided as part of the Application re-submittal dated July 1, 2016 (See attached letter). Any issues or concerns expressed by the City staff in its Comments, or through subsequent discussions, have been sufficiently addressed. The attached Maps identified as New South Bay Villas & Marshall Heights 'Existing Future Land Use' and 'Proposed*

Future and Use' illustrate the proposed future land use changes as proposed. Legal Descriptions of the four (4) Parcels comprising the entire development site are also attached.

**Recommendation**

*It is recommended that the City Commission approve the requested Future Land Use Amendments as proposed.*

(INSERT --  
South  
Bay Villas/Marshall Heights proposed Zoning - Attached separately)

**ORDINANCE NO. 02-2019**

**AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO RE-ZONING PARCEL 1 OF A SITE KNOWN AS SOUTH BAY VILLAS/MARSHALL HEIGHTS LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING, JR. BOULEVARD APPROXIMATELY 1000 FEET WEST OF U.S. HIGHWAY 27 COMPRISING 3.31 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 (SINGLE FAMILY DWELLING) ZONING TO R-3 (MULTIPLE FAMILY DWELLING) ZONING; TO RE-ZONING OF PARCELS 2 AND 3 COMPRISING 4.4 ACRES AT THE SAME SITE AND LOCATION AND AS LEGALLY DESCRIBED HEREIN AS 'EXHIBIT A' FROM B-1 (RETAIL COMMERCIAL) TO R-3 (MULTIPLE FAMILY DWELLING); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the applicant Palm Beach County Housing Authority, has submitted a request to amend the South Bay Zoning Map and to re-zone Parcel 1 of the site located on the south side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 and as legally described in 'Exhibit A' attached hereto from R-1 (Single Family Dwelling) to R-3 (Multiple Family Dwelling) zoning; and to re-zone Parcels 2 and 3 at the same site and location and as legally described in 'Exhibit A' and attached hereto from B-1 (Retail Commercial) to R-3 (Multiple Family Dwelling) zoning; and

**WHEREAS**, the entire site known as South Bay Villas/Marshall Heights contains four (4) parcels of which three (3) parcels require re-zoning; Parcel 1 contains 3.31 acres and Parcels 2 and 3, in combination, comprise 4.4 acres; and



**WHEREAS**, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence, the City Commission has determined that the petition for re-zoning should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS  
OF THE CITY OF SOUTH BAY, FLORIDA:**

**Section 1. Adoption of Representations.**

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

**Section 2. Approval of Re-Zoning.**

The Applicant's request is for a re-zoning of Parcel 1 comprising 3.31 acres from R-1 (Single Family Dwelling) zoning to R-3 (Multiple Family Dwelling) zoning and for a re-zoning of Parcels 2 and 3 comprised of 4.4 from B-1 (Retail Commercial) to R-3 (Multiple Family Dwelling) is granted and approved as to application RZ-01-2019, with development document amendments. The zoning atlas for the City of South Bay shall be amended to reflect said re-zoning.

**Section 3. Development Documents and Maps Approved.**

At the request of the applicant, the amended documents and zoning maps of the Palm Beach County Housing Authority submitted on July 15, 2016 are hereby approved for re-zoning of Parcel 1 of the subject property from R-1 (Single Family Dwelling) zoning to R-3 (Multiple Family Dwelling) zoning and for re-zoning of Parcels 2 and 3 from B-1 (Retail Commercial) to R-3 (Multiple Family Dwelling), as described in the

Staff Report for Project Identifier: SB-South Bay Villas/Marshall Heights - Re-Zoning, Applicant - Palm Beach County Housing Authority dated February 08, 2019.

**Section 4. Disclaimer & Permit Condition.**

Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

**Section 5. Conflict and Repealer.**

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

**Section 6. Severability.**

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

**Section 7. Inclusion In Code.**

It is the intention of the City Commission of the City of South Bay, if applicable, that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the

use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

**Section 8. Effective Date.**

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

**PASSED FIRST READING** this \_\_\_ day of \_\_\_\_\_ 2019.

**PASSED SECOND READING** this \_\_\_ day of \_\_\_\_\_ 2019.

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

Attested

By: \_\_\_\_\_  
Vicenta Del Bosquez, Interim City Clerk

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

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

# 'EXHIBIT A'

## Re-Zoning Request and Staff Recommendation

**Applicant:** Palm Beach County Housing Authority  
**Petitioner:** Wantman Group, Inc.  
**Project Location:** South side of Dr. Martin Luther King Jr. Boulevard approximately 1000 feet west of U.S. Highway 27  
**Project Identifier:** SB - South Bay Villas/ Marshall Heights - *Re-Zoning*  
**Date:** July 15, 2016

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On behalf of the Applicant, Petitioner, Wantman Group, Inc. is requesting approval for a Re-Zoning for property located on the south side of Dr. Martin Luther King Jr. Boulevard, approximately 1,000 feet west of US Highway 27 in South Bay, Florida. More specifically, approval is being sought for Rezoning of the following parcels as identified on the survey, as follows:

- Amend the Zoning designation of Parcels 2 and 3 from B-1 (Retail Commercial) to R-3 (Multi-Family Dwelling)
- Amend the Zoning designation of Parcel 1 from R-1 (Single Family Dwelling) to R-3 (Multi-Family Dwelling).

The above requests will facilitate an R-3 (Multi-Family Dwelling) Zoning designation over the entire 11.15 acre subject property.

The 11.15 acre subject property contains four (4) Parcels described on Sheet 202 on the Boundary Survey submitted as part of the Re-Zoning Application. Parcel 1 (3.31 acres) describes a portion of the Dwelling zoning components of the overall development. Parcel 4 is currently zoned R-3 (Multi-Family Dwelling) and requires no change in zoning. Parcel 2 (0.63 acres), Day Care facility property, and Parcel 3 (0.46 acres), the Community Center, describe the properties currently zoned for Commercial purposes which are proposed for R-3 (Multi-Family Dwelling) that are proposed for R-3 (Multi-Family Dwelling) and comprise a combined 1.09 acres.

The properties are accessed by Dr. Martin Luther King Jr. Blvd. The site is currently improved with 131 Multi-Family dwelling units, consisting of the "Marshall Heights" and "South Bay Villas" developments, as well as a Day Care facility and Community Center. The overall density proposed is 11.75 dwelling units per acre (131 units/11.15 acres = 11.75) which falls within the area and density requirements of the R-3 (Multi-Family Dwelling) zoning district. The R-3 (Multi-Family Dwelling) zoning designation will also be consistent with, and implement, the proposed RMD (Dwelling Medium Density) future land use proposed for this site.

*Therefore, the Applicant's request is for a Re-Zoning of Parcels 1, 2 and 3 on a site containing four (4) Parcels located on the south side of Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 known as South /Bay Villas and Marshall Heights. It is proposed that Parcel 1, as legally described on the Applicant's Boundary Survey (Sheet 2 of 2) comprising 3.31 acres, be revised from the current R-1 (Single Family Dwelling) zoning to R-3 (Multi-Family Dwelling) zoning, and that Parcels 2 and 3, also described on the Boundary Survey comprising 1.09 acres, be revised from a current B-1 (Retail Commercial) designation to R-3 (Multi-Family Dwelling). A total acreage requesting re-zoning represents 4.4 acres of the 11.15 acre subject property. Review and Comments on the Re-Zoning Application dated February 23, 2016 were provided by the City to the Applicant and Responses to those Comments were provided as part of the Application re-submittal dated July 1, 2016 (See attached letter). Any issues or concerns expressed by the City in its Comments, or through subsequent discussions, regarding code requirements, special exception uses or other general concerns have been sufficiently addressed. The attached Maps identify the affected Parcels and the proposed zoning for those Parcels. Legal Descriptions of the four (4) Parcels comprising the entire development site are also attached.*

**Recommendation**

*It is recommended that the City Commission approve the requested Re-Zoning as proposed.*

**LEGAL DESCRIPTION - RE-ZONING**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE NORTH 635.59 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 183.45 FEET THEREOF. (Containing 144,430.34 square feet, 3.31 acres)

**PARCEL 2:**

THE NORTH 183.45 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 33 FEET AND THE EAST 134.47 FEET THEREOF. (Containing 27,771.42 square feet, 0.63 acres)

**PARCEL 3:**

THE NORTH 183.45 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 33 FEET AND THE WEST 184.49 FEET THEREOF. (Containing 20, 244.51 square feet, 0.46 acres)

**PARCEL 4:** (SEE SHEET 1 OF 2)

TRACT 36 OF THE TOWN OF SOUTH BAY, FLORIDA, LOCATED IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, ACCORDING TO THE AMENDED PLAT OF SAID SECTION EXECUTED BY FLORIDA STATE DRAINAGE LAND COMPANY AND LESS THE SOUTH 408 FEET OF SAID TRACT 36.  
("PARCEL 2" AS RECORDED IN O.R.B. 2240, PAGE 1022 & 1023) (Containing 294,152.56 square feet, 6.75 acres)

**(INSERT -**  
**(South Bay Villas/Marshall Heights proposed Zoning Map - Attached separately)**



**LEGAL DESCRIPTION – REZONING**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**Subject Property:**

**PARCEL 1 :** (SEE SHEET 2 OF 2)

THE NORTH 635.59 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 183.45 FEET THEREOF.

**Not included in this application and provided for information purposes only:**

**PARCEL 2 :** (SEE SHEET 2 OF 2)

THE NORTH 183.45 FEET OF TRACT 35 OF THE AMENDED PLAT AND RESUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST AND PLAT OF THE TOWN OF SOUTH BAY, CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 7, PAGE 46, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE NORTH 33 FEET AND THE EAST 134.47 FEET THEREOF.

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("PARCEL 2" AS RECORDED IN O.R.B. 2240, PAGE 1022 & 1023)



**City of South Bay**

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

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

**Commission**

Joe Kyles Sr.  
 Mayor

Betty Barnard  
 Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel  
 City Manager

Interim City Clerk  
 Vick Del Bosquez

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: May 1, 2019  
 Ref: Weekly check register

Enclosed, please find the summary of check register as of May 1, 2019:

General Fund

- Utility:
 

Comcast	\$ 978.13
AT & T	713.15

- Bank of America 3,430.10
- PBC Sheriff 15,379.58
- Aetna 12,134.84
- Burnadette Norris-Weeks 5,256.25
- CAP Government 4,901.00
- Harvey, Covington & Thomas (HCT) 6,250.00
- CivicPlus 3,000.00
- Ford Motor Credit 1,768.20
- Deposit refund 450.00 \*
- Purchased of supplies, materials and parts 410.90 A
- Payment for various services 3,604.64 B
- Payroll deductions 4,550.41 C
- Other 3,160.43 D

Total \$ 65,987.63

Capital Project

CAP Engineering	\$ 17,982.00
D. Stephenson Construction	89,294.75
Kimley-Horn	96,569.40
Total Solution	<u>12,500.00</u>
	<u>216,346.15</u>

W & S Fund

US Water	<u>\$ 3,942.43</u>
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Sanitation Fund

Southern Waste	<u>\$ 35,855.85</u>
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# AP Check Register Report

City Of South Bay (CSBFND)

04/12/2019 9:32:55 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11654	ARNESHA BRYANT	ARNESHA BRYANT	04/12/2019	150.00
11655	CAP GOVERNMENT	CAP GOVERNMENT	04/12/2019	4,901.00
11656	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	04/12/2019	496.63
11657	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	04/12/2019	130.00
11658	VRC	VRC	04/12/2019	350.00
<b>Non-Electronic Transactions:</b>				6,027.63
<b>Total Transactions:</b>				6,027.63

# AP Check Register Report

City Of South Bay (CSBFND)

04/16/2019 1:24:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11659	ALLY	ALLY	04/16/2019	725.70
11660	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	04/16/2019	5,256.25
11661	CIVICPLUS INC	CIVICPLUS INC	04/16/2019	3,000.00
11662	COMCAST	COMCAST	04/16/2019	118.40
11663	ERICAL SMITH	Erical Smith	04/16/2019	150.00
11664	FORD CREDIT DEPT 67-4	FORD CREDIT DEPT 67-434	04/16/2019	868.46
11665	HCT	HARVEY, COVINGTON & THOMAS	04/16/2019	6,250.00
11666	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	04/16/2019	165.00
11667	VRC	VRC	04/16/2019	318.72
Non-Electronic Transactions:				16,852.53
Total Transactions:				16,852.53

# AP Check Register Report

## City Of South Bay (CSBFND)

04/19/2019 9:59:29 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11668	AT&T MOBILITY	AT&T MOBILITY -ROC	04/19/2019	713.15
11669	BRIAN MOORE	Brian Moore	04/19/2019	400.00
11670	CHRISTOPHER E. BENJA	CHRISTOPERH E. BENJAMIN	04/19/2019	495.00
11671	FLORIDA STORMWATER	FLORIDA STORMWATER ASSOCIATION	04/19/2019	400.00
11672	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	04/19/2019	899.74
11673	LYONS PRINTING	LYONS PRINTING	04/19/2019	36.00
11674	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	04/19/2019	15,379.58
11675	PERFORMANCE NAPA	PERFORMANCE NAPA	04/19/2019	162.61
11676	PRIMESTAR DIGITAL NET\	PRIMESTAR DIGITAL NETWORK	04/19/2019	149.00
11677	ROBBIE TIRE	ROBBIE TIRE	04/19/2019	35.67
11678	SAM KING CATERING	SAMUEL KING	04/19/2019	640.00
11679	THROUGH THE GAME OF	THROUGH THE GAME OF GOLF INC	04/19/2019	1,000.00
<b>Non-Electronic Transactions:</b>				20,310.75
<b>Total Transactions:</b>				20,310.75

# AP Check Register Report

## City Of South Bay (CSBFND)

04/26/2019 10:22:03 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11680	AETNA	AETNA	04/26/2019	12,134.84
11681	AFLAC	AFLAC	04/26/2019	1,436.59 C
11682	BANK OF AMERICA, NA	BANK OF AMERICA	04/26/2019	3,430.10
11683	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	04/26/2019	133.61 D
11684	BRUSHIRAH THOMAS	BRUSHIRAH THOMAS	04/26/2019	150.00 #
11685	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	04/26/2019	1,009.94 C
11686	COMCAST	COMCAST	04/26/2019	209.50
11687	COMCAST BUSINESS	COMCAST	04/26/2019	650.23
11688	FEDERAL EXPRESS	FEDERAL EXPRESS	04/26/2019	22.12 B
11689	IAMAW	IAMAW	04/26/2019	350.16 C
11690	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	04/26/2019	94.00 B
11691	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	04/26/2019	29.12 A
11692	LIBERTY NATIONAL	LIBERTY NATIONAL	04/26/2019	730.69 C
11693	MUTUAL OF OMAHA	MUTUAL OF OMAHA	04/26/2019	286.82 J
11694	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	04/26/2019	375.00 A
11695	PERFORMANCE NAPA	PERFORMANCE NAPA	04/26/2019	103.19 A
11696	QUALITY TELEPHONE	QUALITY TELEPHONE	04/26/2019	301.80 B
11697	SAM KING CATERING	SAMUEL KING	04/26/2019	160.00 J
11698	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	04/26/2019	180.00 B
11699	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	04/26/2019	501.89 C
11700	WALMART COMMUNITY	WAL-MART COMMUNITY	04/26/2019	115.98 A
11701	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	04/26/2019	391.14 C
<b>Non-Electronic Transactions:</b>				22,796.72
<b>Total Transactions:</b>				22,796.72

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

04/16/2019 11:18:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
187	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	04/16/2019	2,455.26
Non-Electronic Transactions:				2,455.26
Total Transactions:				2,455.26

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

04/29/2019 2:41:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
188	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	04/29/2019	33,400.59
Non-Electronic Transactions:				33,400.59
Total Transactions:				33,400.59



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

04/29/2019 3:37:24 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2141	US WATER	U.S. WATER SERVICES CORPORATION	04/29/2019	3,942.43
Totals:			Total Transactions:	3,942.43

# AP Check Register Report

City Of South Bay (CSBFND)

04/12/2019 8:48:58 AM

Page 1

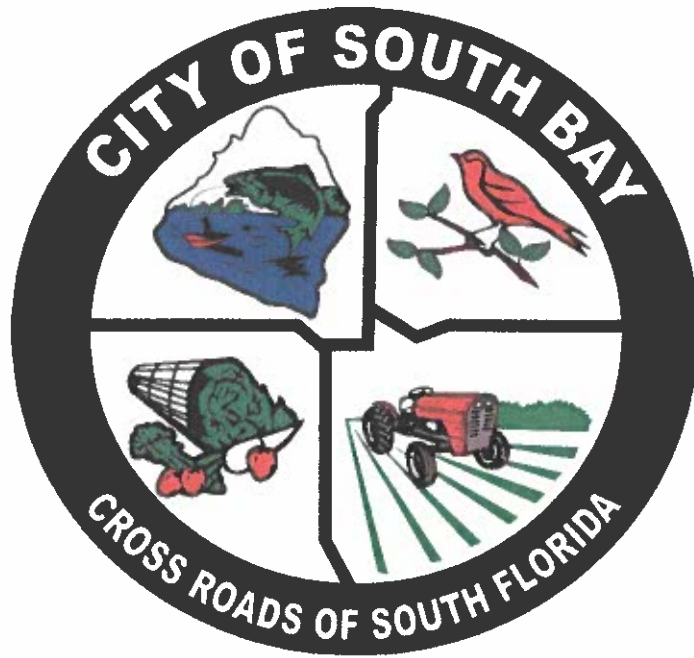
Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
134	CAP ENGINEERING	CAP ENGINEERING	04/12/2019	17,982.00
135	D.STEPHENSON CONSTR	D.STEPHENSON CONSTRUCTION, INC.	04/12/2019	89,294.75
<b>Non-Electronic Transactions:</b>				107,276.75
<b>Total Transactions:</b>				107,276.75

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

04/26/2019 11:33:07 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
136		KIMLEY HORN AND ASSO	04/26/2019	96,569.40
137		TOTAL SOLUTION CONTR TOTAL SOLUTION CONTRACTORS, INC	04/26/2019	12,500.00
<b>Non-Electronic Transactions:</b>				109,069.40
<b>Total Transactions:</b>				109,069.40



## **City of South Bay**

**335 SW 2<sup>nd</sup> Avenue  
South Bay, FL 33493**



# **CITY OF SOUTH BAY**



## **City Officials**

**Mayor Joe Kyles**

**Vice-Mayor Betty Barnard**

**Commissioner John Wilson**

**Commissioner Esther Berry**

**Commissioner Taranza McKelvin**

**Leondrae D. Camel**

**City Manager**

**Nepoleon T. Collins**

**Economic Development Director**

**City of South Bay**

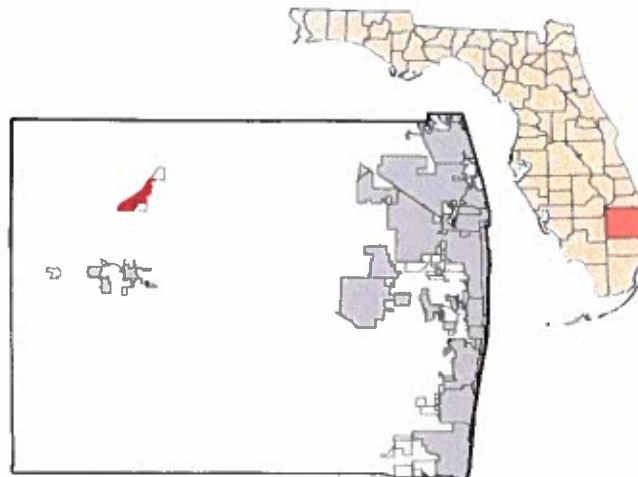
**(561)996-6751**

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

# PALM BEACH COUNTY



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<b>Port of Palm Beach &amp; Foreign- Trade Zones.....</b>	<b>Page 8</b>
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<b>Park of Commerce Aerial.....</b>	<b>Page 17</b>
<b>Park of Commerce.....</b>	<b>Page 18</b>
<b>Economic Development Project.....</b>	<b>Page 19</b>





## *A Message from Mayor Joe Kyles:*

On behalf of the City of South Bay I'm writing to you expressing my excitement in your consideration of Palm Beach County's Glades region for your client's distribution warehouse facility. The Glades region, comprised of the cities of Belle Glade, South Bay, Pahokee, is home to industry clusters that play to its unique strengths including Distribution/ Logistics, Agriculture, Manufacturing, and Healthcare. Employers in the region benefits from a business- friendly government, low state taxes, an educated workforce, affordable housing and excellent public and private schools.

The Glades region is the ideal location for your client's distribution warehouse facility and here are just a few reasons:

- The region has seen an unprecedented amount of economic development activity in recent years. Closed projects this fiscal year alone represent companies making a capital investment of **\$65M**, utilizing over **half million square feet of space**, and all while creating close to 350 new jobs.
- The region is home to educational partnerships dedicated to providing your client the skilled workforce they need. The Glades is home to our County's only Kindergarten through 12<sup>th</sup> grade **International Baccalaureate Program**, a hybrid model for technical training located at the **West Technical Education Center**, and employer ready programs offered from **Palm Beach State College's Belle Glade Campus**. Specifically, this campus can tailor its programs to your client's distinct needs across a number of its programs.
- All three cities in the Glades fall within the State of Florida's South Central Rural Area of Economic Opportunity (RAO). This project will qualify for **preferential treatment** given to rural communities. Provisions include **waivers for wage requirements** as well as **additional bonus amounts** for participation in certain State incentive programs
- **The City of South Bay** will provide services to this project while leveraging its strong partnerships with Palm Beach County and the municipal governments in the Glades. Because of this, we can deliver on **expedited permitting** and a one-on-one approach to managing the project from the start to finish
- To give you a visual, please visit our microsite dedicated to showcasing the assets of the Glades. Here you'll find an overview of what **living and working in the Glades** can offer your client and their employees <http://www.pbcglades.org/glades-videos/>

As the official public- private economic development agency for Palm Beach County, the City of South Bay services to you and your client will include the following:

- Escorted tours of identified sites in the county
- Tours of public and private schools for the children of your clients executive management team;
- Guidance in applying for local and state incentives;
- Tours of residential communities at different prices points;
- Introductions to county official and business leaders to assists in location efforts;
- Connections to resources for identifying solutions to technology and infrastructure needs

# Palm Beach County Snapshot

<b>Area in Square Miles:</b>	<b>2,578</b>
Without Lake Okeechobee (miles)	1,974
Average Max. Temp:	83 (f)
Average Low Temp:	67 (f)
Average Temp.:	75 (f)
Average Annual Precipitation:	62 (in)
Time Zone:	Eastern

<b>Meeting Facilities</b>	
Resorts/Hotels/Lodging facilities	200
Resorts/Hotels with Meeting Space	50
Total Rooms	17,000
Convention Center	
Total Meeting Space (s.f.)	148,000
Total Space (s.f.)	350,000

<b>Medical (2016)</b>	
Hospitals	34
Physicians' Office	1,992
Dentist Office	756

<b>Financial (2017)</b>	
Banks	55
Branch Banking Offices	455
Deposits (millions)	\$50,628

<b>Labor Force (2016 avg.)</b>	
Labor Force	710,513
Employment	676,285
Unemployment Rate	4.80%

Total Nonagricultural Employment (thousands)	608.1
Goods Producing	53.5
Construction	34.3
Manufacturing	19.1
Service Providing	554.6
Wholesale Trade	23.4
Retail Trade	79.7
Trans., Warehousing & utilities	12.3
Information	10.9
Financial Activities	39.8
Professional and Business Services	110.0
Education and Health Services	96.9
Leisure and Hospitality	86.2
Other Service	32.7

## Population

2016 ACS (American Community Survey)	1,443,810
2010 Census	1,320,134

## Population Projections

2020:	1,465,944
2030:	1,619,094

## Race (2016 ACS)

Total Population	1,443,810
White	806,060
Black or African American	262,233
Hispanic	309,949
Asian	38,309
Some other race	3,406
Two or more races	22,537

## Sex & Age (2016 ACS)

Male:	698,414
Female:	745,396
0-19 years:	311,025
20-34 years:	251,216
35-44 years	164,543
45-59 years	291,552
60+ years	425,474
Median age	44.5

## Housing (2016 ACS)

Total housing units	683,543
Occupied housing units	536,446
Homeowner vacancy rate	2.4
Rental vacancy income	9.7
Average household size	2.65

## Economic (2016 ACS)

County Average Wage (2016)	\$51,843
Median Family Income	\$70,930
Per Capita Income	\$35,732

## Education (2016 ACS)

Enrollment	209,950
Education attainment- 25 years+	1,054,130
% Bachelors degree or higher	35.0%



# South Florida Regional Snapshot

South Florida is more connected than ever with the passenger rail services.



Brightline, the nation's first privately financed intercity passenger rail service. Brightline stations are centrally located in the heart of South Florida downtowns, with restaurants, attractions and business centers steps away. When you arrive, walk, cab, bike, or ride share. All the Brightline stations have public transportation options nearby.

## South Florida Figures



- 6 million residents
- 3.1 million-person labor force
  - 53% bilingual



- 250+ sunny days per year
- 150 miles of beaches
- \$300 billion GDP- 38<sup>th</sup> largest in the world
- 0% State and local income tax

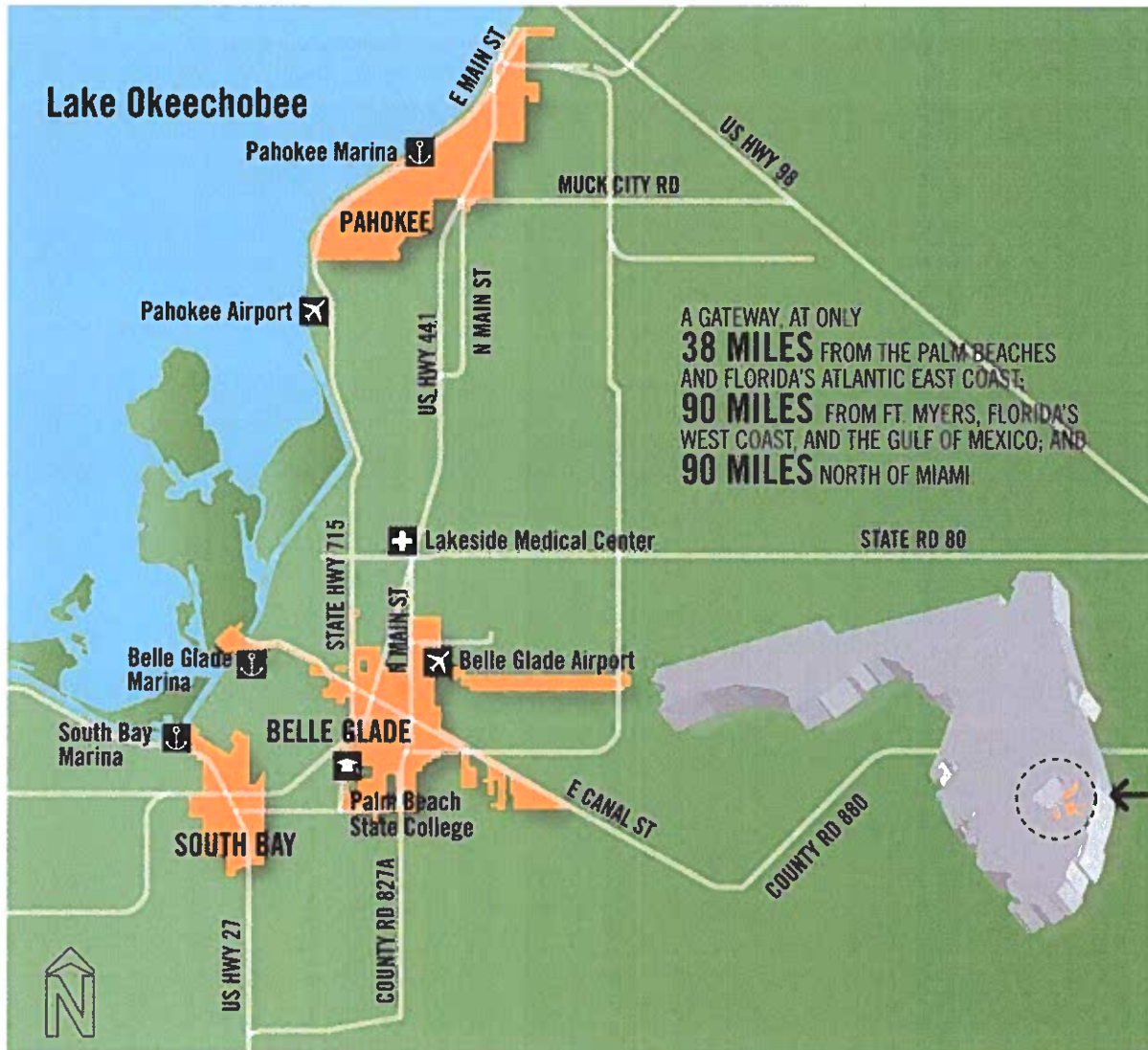
- 2000+ daily direct flights
- 4 research universities:
  - Florida Atlantic University
  - Florida International University
  - Nova Southeastern University
  - University of Miami
    - 375,000 college/university students
    - 5 professional sports teams
      - Miami Dolphins
      - Florida Panthers
      - Miami Marlins
      - Miami Heat

\*Miami Beckham United Major League Soccer (MLS) is pending stadium negotiations



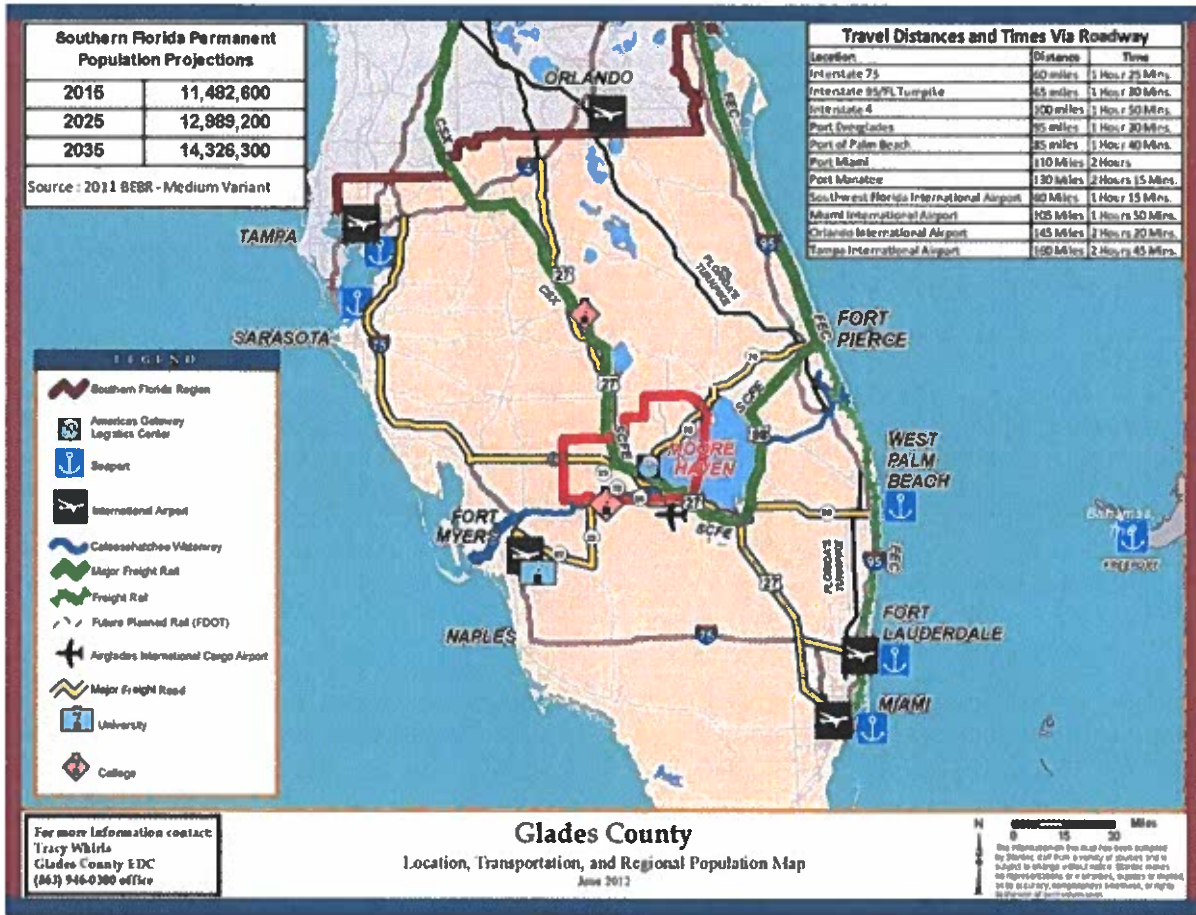
**South Florida**  
Palm Beach County  
St. Lucie County  
Martin County  
Broward County  
Miami Dade County

# Glades Region Centrally Located





# Regional Map



# *Distribution and Logistics*



With a central location for Florida's largest population centers and convenient access in world markets, Palm Beach County's logistics and distribution companies. Top companies with distribution centers in Palm Beach County include ALDI, Walgreens and FedEx.

As the Western Hemisphere's commercial gateway, Florida's and Palm Beach County's logistics and distribution industry is poised to grow further with the

Panama Canal expansion in 2014 and the numerous infrastructure developments and upgrades underway around the state.

## **Key Transportation and Freight Facilities**

**Strategic Intermodal Systems (SIS) Highway:** 1-95, Florida's Turnpike, US-27, SR-80, SR 70

**SIS Railroads:** FEC, CSX, FDOT/Trill Rail, South Central Florida Express

**SIS Ports:** Port of Palm Beach

**Non SIS State Highways:** US-1, SR-7, SR-A1A

**General Aviation Airports:** North Palm Beach County, Belle Glade State Municipal, Palm Beach County Glades, Palm Beach County Park, Boca Raton Airport

## **Palm Beach County is home to 15 Distribution Centers occupying over 3.8 million square feet.**

1. **Aldi-** 647,000 sq. ft. in Royal Palm Beach
2. **American Tire Distributors-** 120,000 sq. ft. in Royal Palm Beach
3. **Brown Distribution –** 92,000 sq. ft. in West Palm Beach
4. **Cheney Brothers ( Main Headquarters)-** 250,000 sq. ft. in  
The 11<sup>th</sup> largest food distributor in the nation.
5. **FedEx Distributing Center-** 50,000 sq. ft. in Riviera Beach
6. **Florida Crystals Distribution Center-** 1800,000 sq. ft. in Western  
Palm Beach County
7. **Oase Group/ GeoGlobal Partners-** 45,000 sq. ft. in West Palm  
Beach
8. **Publix Distribution Center-** 487,000 sq. ft. in Boynton Beach
9. **Scalisi Wholesale Fruit and Produce-** 19,000 sq. ft. in Royal Palm Beach
10. **Sysco Southeast Florida-** 314,000 sq. ft. in Riviera Beach
11. **Total Distribution Centers-** 26,000 sq. ft. + 77 acres in Jupiter
12. **US Food Service-** 300,000 sq. ft. in Boca Raton
13. **Walgreens-** 800,000 sq. ft. in Jupiter
14. **Woodfield Distribution-** 77,000 sq. ft. in Boca Raton
15. **Niagara Bottling=** 409,000 sq. ft. in Jupiter

# Port of Palm Beach & Foreign- Trade Zones

The Port of Palm Beach is the 4<sup>th</sup> busiest container port of Florida's 15 deepwater ports, and it is one of the top 20 busiest container ports in the US. The 162-acre, full-service, diversified port handles a full range of cargos including: containerized, refrigerated, dry bulk, break-bulk, break-bulk, Roll-on/Roll-off (Ro-Ro) and heavy lift cargos.

- The Port of Palm Beach handles more than two million tons of cargo each year.
- Over \$5.3 billion worth of commodities moves through the Port each year.
- More than 345,000 passengers sail from the Port annually.

## Benefits of the Port of Palm Beach:

- The Port of Palm Beach is the only South Florida port with on-dock rail
- 5 miles of Port-owned track links directly to Florida East Coast Rail Company (FEC) and Switches to CSX & NFS
- The Port's rail system will accommodate pier-side box, hopper and intermodal cars operating 24 hours a day
- Three slips, 17 berths with 6,500 feet of berthing  
And 4 Ro-Ro ramps with 685 feet of berthing
- No aerial obstructions
- -33 Mean Low Water (MLW) draft
- 1,400 foot by 1,100 foot turning basin
- 15-20 minute berthing from first sea buoy  
To anchorage
- Non-union work force
- On-port warehouse and office space
- 100,000 square foot cold storage facility  
with temperatures from ambient to -10° Fahrenheit
- 40,000 sq. ft. cruise terminal with adjacent Class A office space and VIP lounge
- FMT passenger loading bridge equipped with air conditioning and public Address (PA) system
- Foreign Trade Zones #135 now covers Palm Beach, Martin and St.Lucie Counties
- 48,000 sq. ft. warehouse/office space with on-dock cargo transfer abilities
- Custom and Border Patrol Facilities on site
- Easy access to I-95 and the Florida Turnpike allows for seamless, cost-effective cargo handling and passenger services

## Foreign-Trade Zones

Foreign Trade Zone No.135 Palm Beach County

Grantee: Port of Palm Beach District,

P.O. Box 9935, Rivera Beach, FL 33419

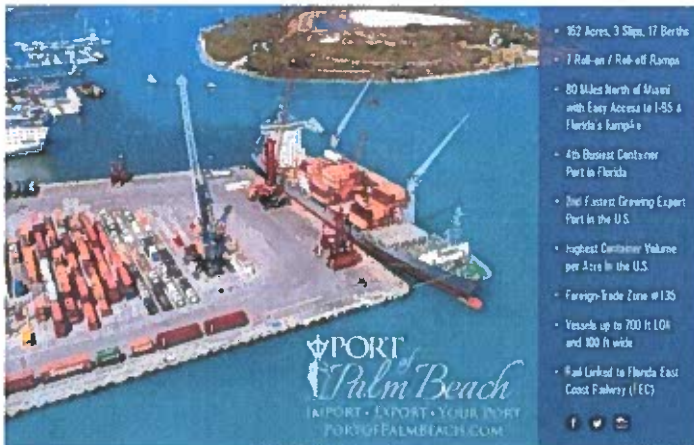
Jarra Kaczvara (561)383-4134

CBP PORT OF ENTRY: West Palm Beach

Foreign- Trade Zones (FTZ) are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory upon activation. Located in or near CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones.

Foreign and domestic merchandise may be moved into zones for operations, not otherwise prohibited by law, including storage, exhibition, assembly, manufacturing, and processing. All zone activity is subject to public interest review. Foreign-trade zone sites are subject to the laws and regulations of the United States as well as those of the states and communities in which they are located.

Under zone procedures, the usual formal CBP entry procedures and payments of duties are not required on the foreign merchandise unless and until it enters CBP territory for domestic consumption, at which point the importer generally has the choice of paying duties at the rate of either the original foreign materials or the finished product.



For Additional Foreign Trade Zone Information

<https://www.cbp.gov/border-security/ports-entry/cargos-security/cargo-control/foreign-trade-zones/about>



# Transportation

Whether by [water](#), [air](#), [highway](#), or [mass transit](#), Palm Beach County has the transportation that you need.

**Air** (<http://www.pbia.org/ga>) Palm Beach International Airport (PBIA), centrally located in West Palm Beach and easily accessible from I-95, is one of the largest medium-hub airports in the United States. PBIA's services include a U.S. Customs and Immigration Port of Entry that is capable of processing 300 passengers per hour and handling aircraft up to the size of B747-400, private aircraft maintenance, air cargo, and international air. Eighteen airlines currently offer scheduled flights from PBIA to destinations throughout the continental United States, and direct international flights are available to the Bahamas and Canada. On average, about 6 million people a year pass through PBIA. Commercial airlines, including commuter aircraft, fly in and out of the airport about 56,000 times a year. General aviation, freight, and other flights average nearly 85,000 a year. Palm Beach County also offers Four local commercial/executive airports: Boca Raton Airport, Glades Airport, Palm Beach Airport (LNA), North County General Aviation Airport (F45).



Palm Beach INTERNATIONAL AIRPORT		Non-Stop Destinations		
<b>Palm Beach International Airport (PBI)</b> Estimated Distance from North Palm Beach County (Jupiter, FL) To Palm Beach International Airport: 22.41 miles Estimated Travel Time: 24 mins  Estimated Distance from South Palm Beach County (Boca Raton, FL) To Palm Beach International Airport: 25.51 miles Estimated Travel Time: 27 mins		Flight Information Source: <a href="http://www.pbia.org">www.pbia.org</a>		
Atlanta (ATL)	Houston (IAH)*	Providence (PVD)*		
Atlantic City (ACY)*	Long Island/Islip (ISP)	Raleigh-Durham (RDU)		
Baltimore (BWI)	Marsh Harbour (MHH)	Saint Louis (STL)*		
Boston (BOS)	Minneapolis (MSP)*	Tampa (TPA)		
Charlotte (CLT)	Montreal (YUL)*	Toronto (YYZ)		
Chicago (MDW)*	Nassau (NAS)	Trenton (TTN)		
Chicago (ORD)	New York (JFK)	Washington, DC (DCA)		
Dallas/	New York (LGA)	Westchester/		
Fort Worth (DFW)	Philadelphia (PHL)	White Plains (HPN)		
Detroit (DTW)	Newark (EWR)			
Hartford (BDL)	Pittsburgh (PIT)*	*Seasonal		

Fort Lauderdale- Hollywood Airport (FLL)
Estimated Distance from Central Palm Beach County to FLL: 46.25 miles Estimated Travel Time: 46 mins
Estimated Distance from South County (Boca Raton, FL) to FLL: 24.73 miles Estimated Travel Time: 27 mins
Estimated Distance from North County (Jupiter, FL) to FLL: 64.68 miles Estimated Travel Time: 1:08 h Flight Information Source: <a href="http://www.broward.org/AIRPORT/Pages/Default.aspx">www.broward.org/AIRPORT/Pages/Default.aspx</a>

Miami International Airport (MIA)
Estimated Distance from Palm Beach International Airport to MIA: 67.75 miles Estimated Travel Time: 1:08 h
Estimated Distance from South County (Boca Raton, FL) to MIA: 46.23 miles Estimated Travel Time: 49 mins
Estimated Distance from North County (Jupiter, FL) to MIA: 89.29 miles Estimated Travel Time: 1:28 h

**Land** (<http://www.pbcgov.com/palmtran>) Palm Beach County is served by Served by several major highways --- Interstate 95, Florida's Turnpike, U.S. Highway One, Military Trail, Beeline Highway and State Road 7, to name a Few -- as well as national, County-wide, and local bus systems.



**Rail** (<http://www.srta.fl.gov>, and [http://www.csx.com/share/wwwcsx.com/assets/File/About CSX/state Fact Sheets/Fla Fact Sheets 0506-4.pdf](http://www.csx.com/share/wwwcsx.com/assets/File/About%20CSX/state%20Fact%20Sheets/Fla%20Fact%20Sheets%200506-4.pdf)) Florida's rail system is comprised of 12 line-haul (freight) railroads and four terminal or switching companies. Of those, Palm Beach County connects with a total of 19,000 CSX miles covering 20 states, the District of Columbia, and the Florida East Coast Railways Company's 442 Florida route miles.

**Water** (<http://www.portofpalmbeach.com>) The Port of Palm Beach is the fourth-busiest container port of Florida's 14 deep water ports, and is the 18<sup>th</sup> busiest container port in the United States. The Port moved over 213,000 20-foot container units in 2010. The Port of Palm Beach is the only South Florida port facility operating its own rail system with pier-side rail box, hopper, and intermodal cars operating 24 hours a day. A Foreign Trade Zone at the Port

# Economy, Business & Tax Climate

Palm Beach County's economic growth, business climate, growing consumer market, expanding talent pool, supportive government bodies, tax climate and strong asset base make us the best place to grow and expand your business's long-term success.

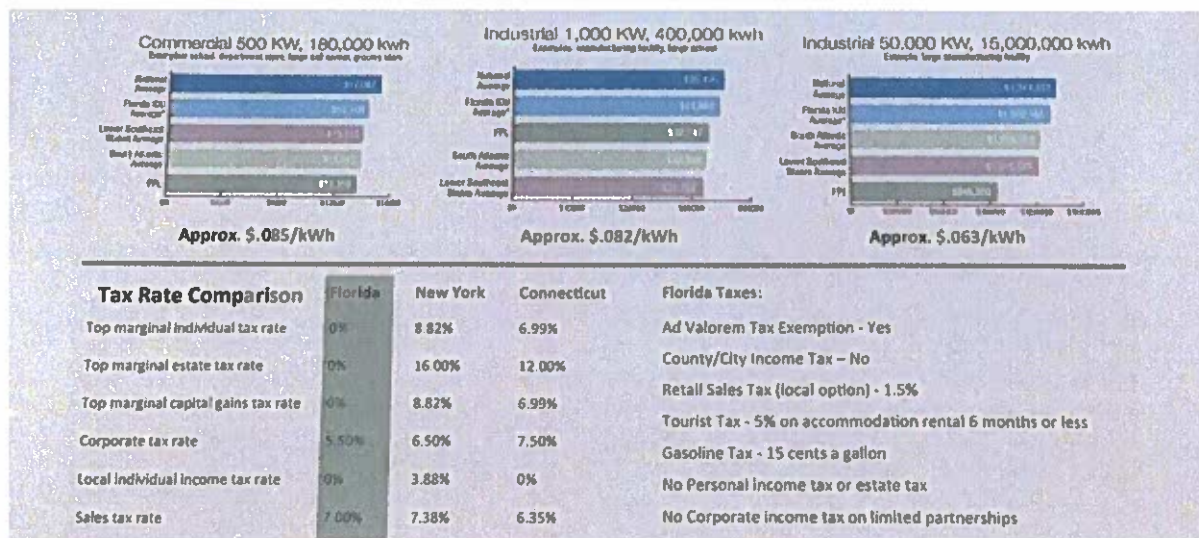
## Economy

- Encompassing more than 2,000 square miles, Palm Beach County is one of the largest in the eastern United States and the third- largest in Florida.
- Of 3,100 counties nationwide, Palm Beach County is one of a select group of only 22 to earn the highest possible bond rating, AAA, by all three of the major rating agencies, Moody's Investors Services, Fitch, and Standard & Poor's. Palm Beach County is also the only county in Florida to have earned this designation.
- Fitch described Palm Beach County as one of the nation's wealthiest counties, with per capita personal income levels nearly 50% higher than state and national averages.

## Business Climate

- Palm Beach County offers a supportive environment that allows virtually every business sector to flourish.
- Industries include aviation/aerospace/engineering, life sciences, business and financial services, creative industries, information technology/telecomm, healthcare, international commerce, corporate headquarters, and marine industries.
- Palm Beach County provides a globally competitive business environment for start-up businesses, small- and mid-size companies, or Fortune 500 multinationals.
- General business costs will vary slightly depending on the municipality within the County, and the number of new jobs, and the industry sector of the company.
- The county's Ad Valorem millage rate is a relatively low 4.78.

Palm Beach County is served by Florida Power and Light (FPL) which is a subsidiary of NextEra Energy. NextEra is a leader in green energy solutions, and FPL has proven track record as one of the most reliable and cost effective electric utilities in North America.



# Workforce

Ten public and private colleges and universities provide top well-educated workers in Palm Beach County.

With no personal income tax, Floridians are among those that have the highest income after state and local taxes, in the United States.

As a right-to-work state, our labor force is affordable compared to other competitive high-tech states, thanks to a favorable tax structure and lower cost of living.

With a workforce of nearly 500,000 and more than 40,000 businesses, Palm Beach County is home to Fortune 500 multinational corporations, companies with national reputations, and firms with a local focus.

Industries including aviation/aerospace, life sciences, information technology/telecom, healthcare, and tourism/hospitality find Palm Beach County a globally competitive business environment.

Career Source Palm Beach County offers free and confidential services such as recruiting, interviewing, candidate screening, assessments, funding/training incentives, labor market and economic information, and outplacement services to companies that are relocating to, or expanding their existing, Palm Beach County locations.

The Business Development Board works closely with our local workforce board, Career Source Palm Beach County, and the Palm Beach County Education commission to ensure that successful job preparation is available in Palm Beach County.

Palm Beach County Labor Force	Dec-18	Nov-18	Dec-17	Change Dec 2017 Dec 2018	Percent Change	Change Nov 2018 Dec 2018	Percent Change
Civilian Labor Force	735,317	736,399	719,053	16,264	2.3%	-1,082	-0.1%
Employment	711,372	714,157	693,636	17,736	2.6%	-2,785	-0.4%
Unemployment	23,945	22,242	25,417	-1,472	-5.8%	1,703	7.7%
Unemployment Percent	3.3%	3.0%	3.5%				
Florida	3.3%	3.1%	3.7%				
National	3.7%	3.5%	3.9%				

Florida Occupational Employment and Wages for Palm Beach County- 4<sup>th</sup> Qtr 2017

Occupational Code	Title	2017	Mean	Median	Entry**	Exp**
00-0000	Total all occupations	603,230	22.88	17.01	10.31	29.16
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	8,780	12.50	11.26	9.23	14.13
53-7051	Industrial Truck and Tractor-Trailer Operators	1,050	16.20	15.20	11.38	18.61
53-3032	Heavy and Tractor-Trailer Drivers	3,910	17.90	17.77	12.19	20.76
43-5071	Shipping, Receiving, and Traffic Clerks	1,680	15.82	14.85	10.76	18.35
51-1011	First-Line Supervisors of Production and Operators and Tenders	1,440	29.13	27.15	18.34	34.52
51-9111	Packaging and Filling Machine Operating Workers	630	12.69	11.21	9.26	14.40
53-7064	Packers and Packagers, Hand	4,500	12.17	10.17	8.99	13.76
43-9061	Office Clerks, General	12,630	16.14	14.90	10.31	19.05
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical	13,070	17.82	17.26	12.39	20.53
11-1021	General and Operations Managers	6,920	63.48	50.95	29.30	80.57



# Education



Serving students in grade pre-k to 12, Palm Beach County is home to the fifth-largest public school district in Florida, and the 11<sup>th</sup>- largest in the nation. In addition, it has more than 100 private, faith-based and charter schools serving to round out the diversity of choice available. The Palm Beach County School District received an “A” rating from the Florida Department of Education for eight

straight years. Palm Beach Colleges and universities provide high-quality, employment focused workforce training; progressive Professional education; and opportunities for enrichment designed to meet the changing needs of our diverse community.

## Points of Pride

There are 1,200 business partnerships which encompasses a wide variety of industries including Banking, Biotech, Utilities, Engineering, Information Technology, Retail, Medical, Communication, Hospitality, Construction, and numerous others.

More than 3,300 students earn Associate in Arts degrees at Palm Beach State College annually, preparing them for transfer to upper division work at a state university or other institution; these AA graduates perform at the same or higher levels than students who begin their studies at a university. Palm Beach State College and the School District of Palm Beach County have established 42 specific credit pathways to expedite advancement from high school career academies to the corresponding college-level programs.

Florida Atlantic University’s College of Business, with more than 8,600 students, features the Adams Center for Entrepreneurship, which prepares students in business, science, engineering, and other disciplines to become entrepreneurs through business ownership. The Charles E. Schmidt College of Medicine opened in fall 2011, has established relationships with several prominent area hospitals that are serving as sites for clerkships, hospital-based electives, and residencies.

Most-recognized and extensive Advances Studies programs including Advances Placement (AP); International Baccalaureate (IB); middle school Pre-IB’s; Science, Technology, Engineering, and Math (STEM); and Cambridge University’s Advanced International Certificate of Education (AICE). We also have Gifted Programs and Art Programs in all school levels.

“Speaking as a parent, Palm Beach County’s public school system prepared my two children very well for higher education. The quality of schools and faculty and the diversity of options within the system provides any willing student with excellent opportunities”.

-Jim Maus,  
Executive Director,  
Affordability,  
Aerojet Rocketdyne

# Palm Beach County Housing Market Summary



Palm Beach County increases by approximately 2,000 new residents each month.



## Palm Beach County Housing Market Summary --- February 2019

### Townhomes and Condos

	February 2019	February 2018	Percent change Year-Over-Year
Closed Sales	902	953	-5.4%
Paid in cash	542	605	-10.4%
Median Sale Price	\$183,000	\$170,000	11.1%
Median Percentage of Original List Price Received	93.7%	94.1%	-0.4%
Median Days to Contract	60 Days	54 Days	11.1%
Inventory (Active Listings)	6,976	6,919	0.8%
Months of Supply of Inventory	6.1	6.3	-3.2%

### Single Family Homes

February 2019	February 2018	Percent Change Year-over- Year
1,098	1,217	-9.8%
430	465	-7.5%
\$340,000	\$345,000	-1.4%
94.3%	95.0%	-0.7%
61 Days	54 Days	13.0%
8,269	7,525	9.9%
5.8	5.2	11.5%

## Palm Beach County Housing Market Summary---- 2018 Year End

Closed Sale	13,866	13,098	5.9%
Paid in Cash	8,170	7,949	2.8%
Median Sale Price	\$178,000	\$167,500	6.3%
Median % of Original List Price Received	94.0%	93.6%	0.4%
Median Days to Contract	51 Days	54 Days	-5.6%
Inventory (Active Listing)	6,214	6,327	-1.8%
Months of Supply of Inventory	5.4	5.8	-6.9%

17,419	17,255	1.0%
6,019	6,014	0.1%
\$345,000	\$329,900	4.6%
94.8%	94.7%	0.1%
49 Days	50 Days	-2.0%
7,334	6,849	7.2%
5.1	4.8	6.3%





# Lifestyle

Business leaders choose to call Palm Beach County home because it simply has the **“Best of Everything.”**



A lifestyle that balances work in an exquisite setting with **recreation**.

With over **85** parks and recreational facilities.



With **45** miles of stunning coastline.

The pristine **beaches** of the Atlantic Ocean.



A wide range of **culture** opportunities.

More than 160 challenging and world-class **golf** courses.

**17** performing art theaters.



A variety of professional **sports** venues.

Palm Beach County's quality of life encompasses more than just amazing **weather**.

Palm Beach County truly is the **“Best of Everything”**.

# Local Incentives

## Palm Beach County Job Growth Incentive Fund Grant applicant must:

- Create and/or relocate 50 or more new, non-retail, full-time jobs;
- Create jobs in a maximum period of up to 36 months;
- Apply prior to making the decision to expand or relocate;
- Create jobs with average salaries 115% of the county or industry average; and
- Provide financial statements for most recent three years of federal tax returns.
- The base award is from \$500 to \$2,000 per job created.



## Palm Beach County Ad Valorem Tax exemption:

*Companies applying for this exemption must meet the definition of a new or expanding business*

### **New business Is Defined As One Of The Following:**

- Manufacturing business creating at least 10 full-time jobs;
- Any business establishing 25 or more jobs with at least 50% of sales outside of Palm Beach County;
- Any office space in this county owned and used by a corporation newly domiciled in this county, Provided such office space houses 50 or full-time employees of such corporation.
- For eligible NEW businesses, up to 100% of assessed value of all improvements and all tangible property for up to 10 years may be exempted.

### **Expansion Of An Existing Business Is Defined As One Of The Following:**

- Manufacturing business creating at least 10 full-time jobs.
- Any business establishing 25 or more jobs with at least 50% of sales outside of Palm Beach County.
- Any business located in an Enterprise Zone.
- Any expansion of an existing business must increase operations on a site co-located with a commercial or industrial operation Owned by the same business.
- For expanding businesses, up to 100% of assessed value of all added improvements to real property and net increase in tangible personal property acquired.
- Property acquired to replace existing plant or equipment does not qualify.
- Exemption shall not accrue to improvements includes on tax rolls prior to the effective date of the ordinance specifically granting a business an exemption.
- Exemption applies only to taxes levied by Palm Beach County
- \$1,000 non-refundable filing fee.

## Expedited Permitting:

Many municipalities in Palm Beach County provide an expedited permitting process for builder and developers. The process helps bring together regulatory agencies, authorities, and government departments to concurrently review projects as a way to cut delays and costs during project development.

## Municipalities:

In addition to the county and state, various municipalities offer attractive cash incentives for companies relocating to or expanding in the area. The BDB works with the "location of choice" to solidify these financial commitments on behalf of the company.

## **Example of Incentive Package Provided to Corporate HQs in Palm Beach County over the last 5 years:**

<u>Company</u>	<u>Jobs</u>	<u>Total Incentives Awarded</u>
Office Depot (2006)	2,180	\$15,605,000
TBC Corporation	50	\$800,000
Aldi Corporation	100	\$1,762,500
Sikorsky Helicopters	95	\$825,175
Chromalloy	70	\$1,064,000
Lockheed Martin	50	\$3,000,000
UTC Fire & Security	133	\$775,000
Garda	100	\$1,000,000
ADT	100	\$2,195,830

# **Palm Beach County South Bay Site**



**City of South Bay – Park of Commerce 88+/- Acres**



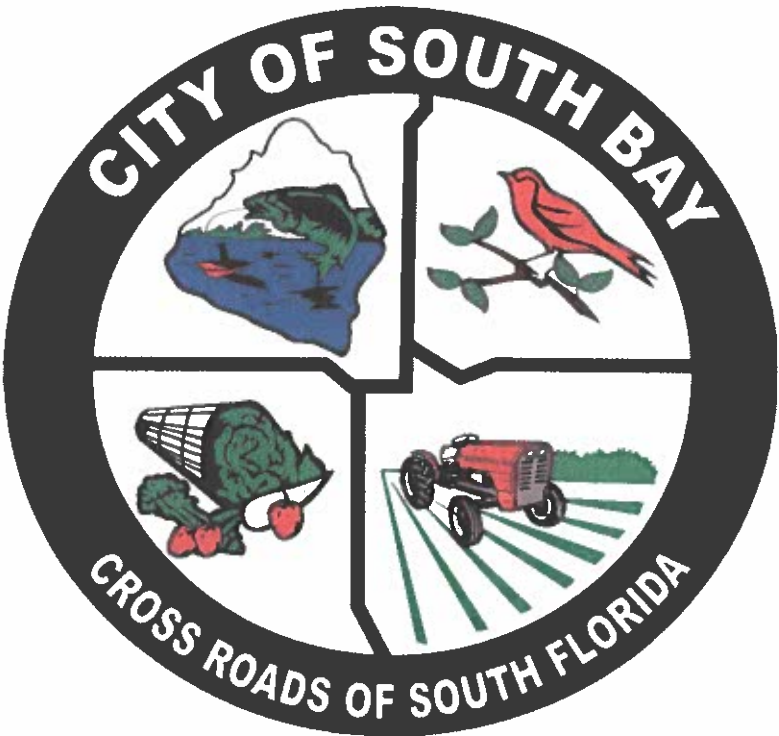
**TOTAL ACREAGE – 88 +/- ACRES**

**ACCESSIBLE TO RAIL  
GREAT LOCATION ON A STATE APPROVED  
DISTRIBUTION CORRIDOR (US HWY 27)  
LAND USE: INDUSTRIAL  
ZONING: GENERAL INDUSTRIAL DISTRICT**

### **About City of South Bay:**

In the heart of South Florida, two major roads, East-West State Road 80 and North South U.S. 27 intersect. At this crossroads, near the Southern bank of Lake Okeechobee, is the City of South Bay. Rich black soil and the lakes vast waters make South Bay haven for agriculture and recreation. With available labor, low taxes, wiling government, and strong infrastructure, the City is well suited for virtually any industry—from distribution to manufacturing to tourism and recreation.

***CITY OF SOUTH BAY***  
***PARK OF COMMERCE***  
***ECONOMIC DEVELOPMENT PROJECT***



***AERIAL VIEW***

# PARK OF COMMERCE

88 acres



## *Economic Development Project*



### **INTRODUCTION**

The City of South Bay (City) seeks Letters of Interest concerning the future improvement and/or development of a parcel of publicly-owned land (the Property) known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The property is located within the City of South Bay's industrial district and is approximately 88 more or less acres in area. An aerial map and legal description is attached as Exhibit "A" to this RLI. Current existing land use of the site consists of vacant property with Industrial Park. The property is zoned IND, South Bay Mixed Use. A copy of the zoning district regulations is attached as Exhibit "B" hereto.

### **PURPOSE AND SCOPE**

The purpose of this Request for Letters of Interest (RLI) is to assist the City in analyzing the City in analyzing the opportunities available in terms of future improvement and/or development of this Property for purpose consistent with the City's conceptual plan and/or future goals for development.

Interested parties must possess the financial and legal ability to carry out the proposed development meeting the "City's" goals and objectives of creating a mixed use industrial destination that will stimulate development within the City of South Bay.

### **Scope**

#### **1. Redevelopment Projects Goals**

Consistent with all City's approved plans and development regulations, the objective for the "Park of Commerce" site is to achieve a "place making" mixed use development project that adds to the economic prosperity of the City of South Bay area, provides public access to US HWY 27, employs "best practices" and prevents the reoccurrence of slum and blight. The City may be receptive to modifications of previously adopted plans and development regulations for the "Park of Commerce Industrial Park", provided the modifications achieve stated City redevelopment objectives and in connection with state economic development goals. The proposed project must be financially and operationally feasible.

**Sample Uses:** (1) Fleet Depot (2) Recycle Center (3) Distributions Center (4) Office Warehouses (5) Repair shops (6) Storage- Commercial/Self (7) Manufacturing

#### **II. Industrial Park Property Information**

The property is located at the southwest corner of US Highway 27 in the City of South Bay, Palm Beach County, Florida. The total property is 88 more or less acres in area. The property has Mixed Use Comprehensive Plan Land Use designation and is zoned IND, Industrial Use. The zoning district regulations are found in Exhibit "B"

The property is located in the City of South Bay district of the City's Industrial Park. Information about the Economic Development Project and City can be found at [www.Southbaycity.com](http://www.Southbaycity.com) A copy of the Comprehensive Plan 2013, including the "Park of Commerce Industrial Park" can be found at our website.

Economic incentives, at the discretion of the City of South Bay, may be available for development and operation of the site subject to the availability of funding. The execution of an Economic Development Agreement with City of South Bay and a developer will be required for purposes of compliance with the terms of submittals.