



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 6, 2022

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY
CITY BUDGET WORKSHOP
AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 6, 2022

6:00 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3.a. Budget Workshop
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 6, 2022

7:00 PM

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

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

2. DISCLOSURE OF VOTING CONFLICTS

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

3.a. Update: Herbert Hoover Dike Rehabilitation Project

Ingrid Bon, PE, PMP, Senior Program Manager

US Army Corps of Engineers, Jacksonville District

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.

5.a. Regular City Workshop and City Meeting

Approval of City Minutes –August 16, 2022

5.b. Regular City Workshop and City Meeting

Approval of Meeting Agenda -September 06, 2022

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

6.a. RESOLUTION 32-2022

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO
EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED**

**APPLICANTS AND THE CITY OF SOUTH BAY FOR THE CITY'S
MINOR HOME REPAIR PROGRAM; PROVIDING FOR AN
EFFECTIVE DATE**

6.b. RESOLUTION 33-2022

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, DECLARING CERTAIN CITY-OWNED
PROPERTY AS SURPLUS AND AUTHORIZING THE CITY
MANAGER TO DISPOSE OF SAID PROPERTY IN ACCORDANCE
WITH SECTION 2-110(7) OF THE CITY OF SOUTH BAY'S CODE OF
ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE**

6.c. RESOLUTION 34-2022

**A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA,
ADOPTING THE TENTATIVE MUNICIPAL BUDGET OF THE CITY
OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023;
PROVIDING FOR AN EFFECTIVE DATE**

6.d. RESOLUTION 35-2022

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE
CITY MANAGER TO EXECUTE AN AGREEMENT AS AN
EMERGENCY PURCHASE BETWEEN S&S ASPHALT
MAINTENANCE LLC AND THE CITY OF SOUTH BAY FOR
ROADWAY REPAIR IN THE CITY OF SOUTH BAY; PROVIDING
FOR AN EFFECTIVE DATE**

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9.a. Accounts Payable Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

HERBERT HOOVER DIKE REHABILITATION PROJECT

UPDATE FOR THE CITY COMMISSION,
CITY OF SOUTH BAY

Presenter:

Ingrid Bon, PE, PMP

Senior Program Manager

Jacksonville District

06 September 2022

Working Today to Build a Better Tomorrow



US Army Corps
of Engineers®





HERBERT HOOVER DIKE IMPLEMENTATION PROGRESS

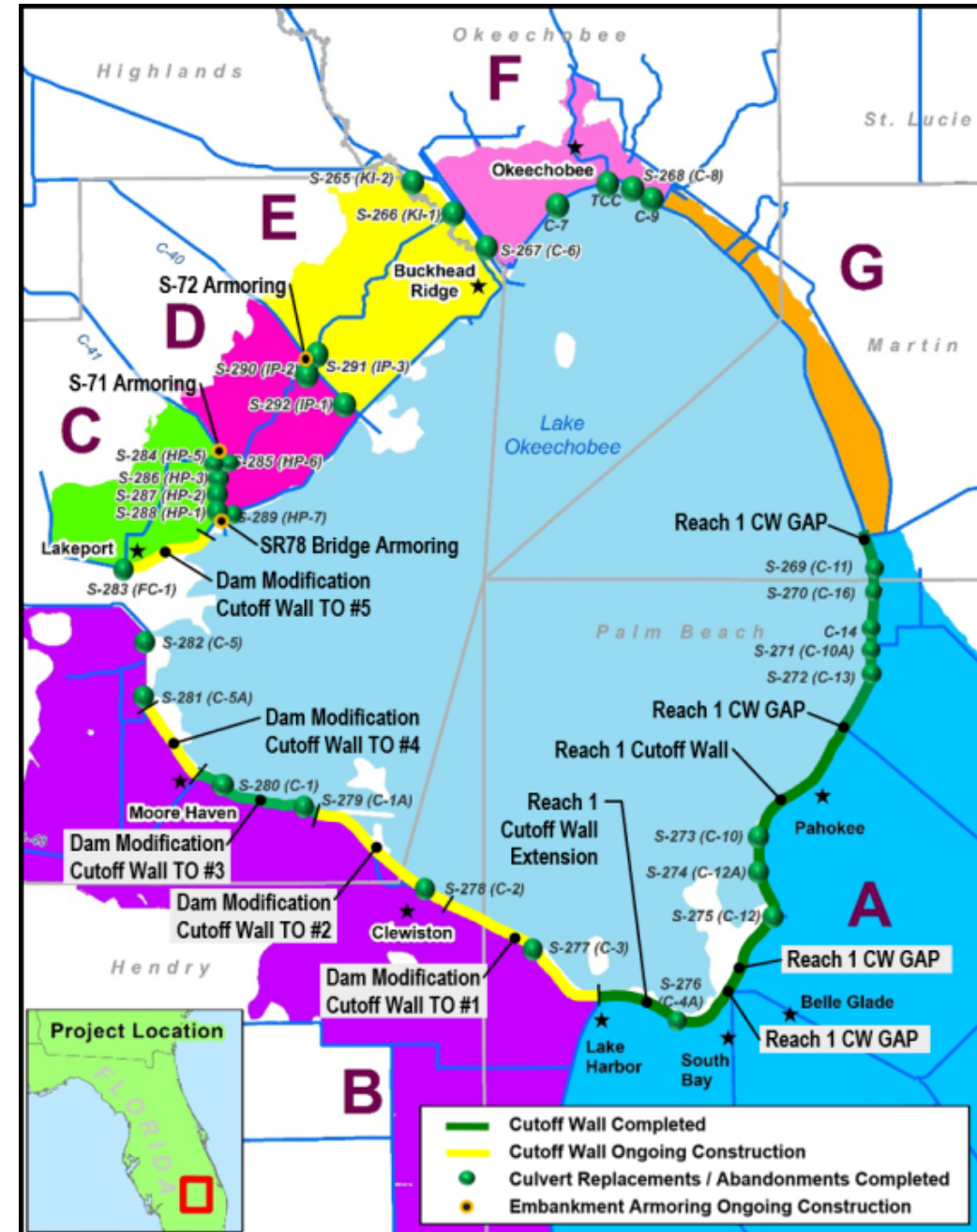
Completed Risk Reduction Work

- 33.1 miles of cutoff wall to complete in Common Inundation Zones A and B
- 28 culvert replacements (all planned replacements complete)
- 4 culvert removal / abandonments (all planned removal / abandonments complete)

Ongoing Risk Reduction Construction Contracts

- Cutoff Wall MATOC Task Order #1 (8.3 miles)
- Cutoff Wall MATOC Task Order #2 (6.9 miles)
- Cutoff Wall MATOC Task Order #4 (3.7 miles)
- Cutoff Wall MATOC Task Order #5 (4.1 miles)
- SR78 Bridge & S-71 Embankment Armoring
- S-72 Embankment Armoring

Risk Reduction Work Completed by 2022



Working Today to Build a Better Tomorrow



SOUTH BAY BOAT RAMP

3



Working Today to Build a Better Tomorrow



LAKE OKEECHOBEE SCENIC TRAIL

4



Working Today to Build a Better Tomorrow



HERBERT HOOVER DIKE

QUESTIONS?



CITY OF SOUTH BAY, FL
CITY BUDGET WORKSHOP
CITY HALL CHAMBER
TUESDAY, AUGUST 16, 2022
6:00PM

Present:

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

Staff:

Leondrae Camel, City Manager
Vicky DelBosquez, Human Resource
Massih Saadatmand, Finance Director
Caroline Larris, Code Enforcement Assistant
Burnadette Norris-Weeks, Esq., City Attorney

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3.a. **Budget Workshop**
4. **ADJOURNMENT**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, AUGUST 16, 2022
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 16, 2022 at 7:00 p.m.

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

Present:

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

Staff:

Leondrae Camel, City Manager
Vicky DelBosquez, Human Resource
Massih Saadatmand, Finance Director
Caroline Larris, Code Enforcement Assistant
Burnadette Norris-Weeks, Esq., City Attorney

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. 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.

- 5.a. Regular City Workshop and City Meeting
Approval of City Minutes - August 02, 2022
- 5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- August 16, 2022

Moved by: Commissioner McKelvin
Seconded by: Commissioner Berry

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

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

6.a. RESOLUTION NO. 31-2022

A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF SOUTH BAY, FLORIDA,
ACCEPTING THE SEVENTEENTH ADDENDUM
TO THE LAW ENFORCEMENT SERVICE
AGREEMENT BETWEEN THE CITY OF SOUTH
BAY AND RIC L. BRADSHAW, SHERIFF OF
PALM BEACH COUNTY, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry
Second By: Commissioner Wilson

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

- 8.a. School Performance
- 8.b. Staff Appreciation-Thank you
- 8.c. Student Attendance
- 8.d. August 22, 2022-No School (Election Day)
- 8.e. September 14, 2022- SAC meeting
- 8.f. Time Capsule

9. FINANCE REPORT

- 9.a. Accounts Payable Report**

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

- 12.a. Condolences to Vice-Mayor**

13. FUTURE AGENDA ITEMS

- 13.a. Commissioner Berry**
Florida Department of Economic Opportunity funding-
Florida's rural communities through the Rural Infrastructure Fund (RIF).
- 13.b. SMART Plan/Strategic Plan update**

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. Commissioner Taranza McKelvin**
- Thank you everyone that came out
 - Condolences to Vice-Mayor Barnard
- 14.b. Commissioner John Wilson**
- Echo the same (of what has been said)
 - Whatever you need, we'll be right here (addresses Vice-Mayor Barnard)
 - Thank you to Palm Beach County Sheriff Department
 - Glad to be on the team
- 14.c. Commissioner Esther Berry**
- Appreciation
 - Condolences to Vice-Mayor Barnard
 - Proclamation request
- 14.d. Vice Mayor Betty Barnard**
- Thanks to everyone for your compassion, kind words and prayers
 - Additional Acknowledgements
 - Service Information
 - Thank you

14.e. Mayor Joe Kyles

- Support and encouragement
- Acknowledgements
- God Bless
- Thank you

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 32-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF SOUTH BAY FOR THE CITY'S MINOR HOME REPAIR PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") has instituted a Minor Home Repair Program as a part of the American Rescue Plan Act initiative; and

WHEREAS, Fifty (50) qualified applicants ("Grantees") have qualified and will be invited to execute Grant Agreements. The applicants are listed in attached Composite Exhibit "A"; and

WHEREAS, the City has budgeted funds to provide grants benefitting South Bay residents who desire assistance to complete health, safety and welfare related home repairs to owner-occupied, single-family homes in the City; and

WHEREAS, the Grantees, in conjunction with a licensed home repair contractor, will perform the services required under the City of South Bay's Minor Home Repair Program.

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 Grant Agreements between Fifty (50) qualified applicants and the City of South Bay for the City's Minor Home Repair Program, as set forth in Composite Exhibit "A" attached hereto.

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

PASSED and ADOPTED this 6th day of September 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

City of South Bay Minor Home Repair

Grantee Name	Address	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Clara Mincey	220 SW 10th Ave South Bay, FL 33493	Deck Repairs	\$5,000	\$5,000	COMM.EBDD
Pascuala R. Marquez	180 SE 3rd St South Bay, FL 33493	Replace Front Entry Door	\$5,925.00	\$5,000	COMM.EBDD
Kathy McKelvin	155 SW 11th Ave Southbay, FI 33493	Kitchen Cabinets Bathroom Floor	\$5,000.00	\$5,000	COMM.EBDD
Shirley Pittman	280 SW 9th Ave South Bay, FL 33493	Windows Replacement	\$5,199.00	\$5,000	COMM.EBDD
Edna Andrews	280 SW 10th Ave South Bay, FL 33493	Remove & Install Cabinets Replace Old Sink	\$4,975.50	\$4,976	COMM.EBDD
Carmen Canales	340 SE 4th Ave South Bay, FL 33493	Remove Popcorn Ceiling	\$4,950.41	\$4,950	COMM.EBDD
Fobia D. Johnson	170 NW 12th Ave South Bay, FL 33493	Install & Provide New Tamper Proof Outlet	\$5,000.00	\$5,000	COMM.EBDD
Ernestine Mitchell/James Mitchell	229 Azucana Road South Bay, FI 33493	Remove & Install(1) Exterior Door	\$4,996.67	\$4,997	COMM.EBDD
Refugio Garcia	110 SE 3rd St South Bay, FL 33493	Remove & Install Windows(5) Remove & Install	\$4,948.75	\$4,949	COMM.EBDD
Linda J. Butts	160 SW 5th Ave South Bay, FL 33493	Remove & Install Exterior Doors(2) Prime & Paint	\$5,564.11	\$5,000	COMM.EBDD
Brathrom Collins	135 SW 11th Ave South Bay, FL 33493	Remove Bathroom Vanity & Replace Bathroom Doors	\$5,000.00	\$5,000	COMM.EBDD
Marilyn Humphries/ William Humphries	120 NW 12th Ave South Bay, FL	Install Accessible Shower	\$1,750.00	\$1,750	COMM.EBDD
Deborah Gadson	185 NW 12th Ave	Replace Kitchen Cabinets, Sink & Countertops	\$4,975.00	\$4,975	COMM.EBDD
Leatrice Stewart	405 SE 4th Ave South Bay, FL 33493	Remove & Replace Windows	\$4,800.00	\$4,800	COMM.EBDD
Johnnie Turner	225 SW 6th Ave South Bay, FL 33493	Replace Kitchen Cabinets	\$5,900.00	\$5,000	COMM.EBDD
Alberta Freeman	100 NW 11th Ave South Bay, FL 33493	Repair Two(2) Bathroom	\$4,500.00	\$4,500	COMM.EBDD

Grantee Name	Address	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Delfino Roa	220 SW 4th Ave South Bay, FL 33493	Ceiling Insulation, Install Furring Strips Anchored to CBS Walls	\$16,009.00	\$5,000	COMM.EBDD
Mable Cunningham	420 Coconut Court South Bay, FL 33493	Entry Door & Repair Bathroom Vanity	\$5,000.00	\$5,000	COMM.EBDD
Corine Bethea	270 SW 9th Ave South Bay, FL 33493	Kitchen Cabinets, Bathroom Toilet, & ADA Assessability	\$12,248.02	\$5,000	COMM.EBDD
Georgia Coney	140 SW 7th Ave South Bay, FL 33493	Remove & Dispose of 4 Double Windows Front of The House, Install 4 Double Windows at Front of The House	\$8,200.00	\$5,000	COMM.EBDD
Mildred Ross	165 SW 5th Ave South Bay, FL 33493	Painting, Interior Painting, Adjust Interior & Exterior Doors	\$5,007.98	\$5,000	COMM.EBDD
Jenetta Lawe	210 SW 5th Ave South Bay, FL 33493	Conditioning Rep	\$9,900.00	\$5,000	COMM.EBDD
Thomas Stinson	200 SW 6th Ave South Bay, FL 33493	Repair Leaking Plumbing, , Demolish existing Chimney	\$5,300.00	\$5,000	COMM.EBDD
Luciano Cristobal	190 SE 3rd St South Bay, FL 33493	Roof Repair	\$10,600.00	\$5,000	COMM.EBDD
Johnnie Brown Milner	210 SW 9th Ave South Bay, FL 33493	Replace One ADA Toilet In Bathroom, Replace One Entry Door & Rear Entry Door	\$4,850.00	\$4,850	COMM.EBDD
Salvador Gama	200 SW 2nd Ave South Bay, FL 33493	Repair Roof Covering Per Code	\$10,100.00	\$5,000	COMM.EBDD
Jose Alcala	415 SE 1st Ave South Bay, FL 33493	Windows Replacement	\$4,708.00	\$4,708	COMM.EBDD

Grantee Name	Address	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Deloris Bethea	235 NW 1st Ave South Bay, FL 33493	Remove & Install Cabinets, Replace Water Faucet	\$4,975.50	\$4,976	COMM.EBDD
Maria Rodriguez	295 NW 1st Ave South Bay, FL 33493	Remove & Replace Kitchen Cabinets	\$6,955.00	\$5,000	COMM.EBDD
Alicia Rios	345 SE 4th Ave South Bay, FL 33493	Repairs & Wheelchair Ramp	\$6,955.00	\$5,000	COMM.EBDD
Jannie Ruthledge	230 NW 11th Ave South Bay, FL 33493	Install Hot Water Heater & Fascia Board	\$4,800.00	\$4,800	COMM.EBDD
Celia Del Real	345 Steele Cir South Bay, FL 33493	Remove & Replace Entry	\$4,600.00	\$4,600	COMM.EBDD
Taranza McKelvin	170 NW 11th Ave South Bay, FL 33493	Remove & Replace Cabinet	\$5,000.00	\$5,000	COMM.EBDD
Isidra Monroy	225 NW 10th Ave South Bay, FL 33493	Replace Front Door(1) Replace Back Doors(2)	\$6,200.00	\$5,000	COMM.EBDD
Fernande Francoeur, Billy Francoeur	335 Steele Cir South Bay, FL 33493	Repair Kitchen Cabinet	\$14,750.64	\$5,000	COMM.EBDD
Randy Burden	120 SW 7th Ave South Bay, FL 33493	Replace Breaker Panel, Replace Outlets, repair Kitchen & Hallway Lights	\$5,000.00	\$5,000	COMM.EBDD
Mary Freeman	135 SW 7th Ave South Bay, FL 33493	Replace Windows & Doors	\$8,354.00	\$5,000	COMM.EBDD
Catorsha Harris	120 NW 11th Ave South Bay, FL 33493	Replace Windows(4)	\$6,751.52	\$5,000	COMM.EBDD
Rosa Sledge	225 Azucana Rd South Bay, FL 33493	Repair Front Door Slab, Repair Bathroom	\$16,475.00	\$5,000	COMM.EBDD
Monica Skeete	405 SE 3rd Ave South Bay, FL 33493	Replace Existing Shower Pan, Replace Bathroom Toilet, Install ADA Bars in Shower Area	\$4,999.52	\$4,999.52	COMM.EBDD
Lynnette Butts	260 SW 9th Ave South Bay, FL 33493	Replace Existing Exterior Windows(11)	\$12,762.22	\$5,000.00	COMM.EBDD

Grantee Name	Address	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Herman S. Brown	185 SW 10th Ave South Bay, FL 33493	Remove & Replace Kitchen Cabinets & Countertops, Remove & Replace Bathroom Vanity	\$11,905.50	\$5,000.00	COMM.EBDD
Julia Tyler	320 SE 4th Ave South Bay, FL 33493	Remove & Install Existing	\$21,382.22	\$5,000.00	COMM.EBDD
Juanita Thelemaque	260 NW 12th Ave South Bay, FL 33494	Remove & Replace Sch 40 Pvc Dwn Pipe	\$3,425.00	\$3,425.00	COMM.EBDD
Geraldine Jackson	430 SE 1st St South Bay, FL 33493	Remove & Replace Damaged Bathtub, Vanity, & Toilet	\$6,000.00	\$5,000.00	COMM.EBDD
Claudette Clark	250 SW 9th Ave South Bay, FL 33493	Remove & Install Kithcen Cabinets & Countertops	\$16,263.95	\$5,000.00	COMM.EBDD
Dorothy Davis	215 SW 9th Ave South Bay, FL 33493	Remove & Install Kithcen Cabinets & Countertops	\$20,571.76	\$5,000.00	COMM.EBDD
Patty Wooten	215 SW 11th Ave South Bay, FL 33493	Remove & Install Exterior Prime & Paint Exterior Doors, Repair One Cabinet, Repair Two Doors	\$5,000.00	\$5,000.00	COMM.EBDD
Mary Demps	1080 NW 2nd Ave South Bay, FL 33493	Remove & Install New Outlets & Light Switches, Light Fixtures, GFI Outlets in Kithen & Bathroom	\$4,800.00	\$4,800	COMM.EBDD
Calvin Hodge	235 NW 12th Ave South Bay, FL 33493	Repair Exterior Door(3), Haul Debris Per Pickup	\$5,028.95	\$5,000.00	COMM.EBDD
				\$ 238,054.83	COMM.EBDD

This instrument prepared by:
Burnadette Norris-Weeks
City Attorney
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

GRANT AGREEMENT

City of South Bay Minor Home Repair Program

THIS GRANT AGREEMENT is entered into on this _____ day of _____, 2022 between the “City of South Bay, and _____ (“Grantee”) whose address is _____, _____ containing property legal description as described in **Exhibit 1.**

WITNESSETH:

WHEREAS, as part of the American Rescue Act COVID-19 relief program, the City has budgeted grant funding specifically to assist South Bay residents in completing health, safety and welfare related home repairs to owner-occupied, single-family homes in the City of South Bay; and

WHEREAS, in conjunction with a licensed home repair contractor, the Grantee shall complete the approved scope of services in accordance with the City of South Bay Minor Home Repair Program.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **SCOPE OF SERVICES**

The Grantee in conjunction with a licensed contractor shall complete required home repairs as permitted by the City’s Building Department, and in accordance with the attached Scope of Repair Services (See **Exhibit 2**).

ARTICLE II **CONDITION OF SERVICES**

The Grantee agrees to the following:

- a) Repairs shall be limited to owner-occupied, single-family homes in the City of South Bay occupied by “low income” residents as defined by Palm Beach County.
- b) Maintenance of records including, but not be limited to, the following:
 - 1. Information identifying household income, head of household, ethnicity, race and gender, to the extent allowed by law;
 - 2. Other documentation that may be required by the City.

- c) The Grantee shall not, for a period of three (3) years from the execution of this agreement, rent or otherwise convey or transfer title to the property or any portion of the property.
- d) Allow City of South Bay officials on the premises and give access to inspect the site to identify and confirm eligibility of requested home repairs. An appointment shall be scheduled in advance between the homeowner and the City to review existing conditions identified home repair item prior to approving the requested repairs.
- e) The Grantee shall, to the extent permitted by law, allow all necessary personal and financial background investigations to be conducted by the City. Grantee shall provide City with any consents or authorization required by any third party who has such information.
- f) The Grantee shall not use the Premises, or any portion thereof, or permit the same to be used for any illegal, immoral or improper purposes, nor to make, or permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants living within the vicinity of the demised premises. Any violation of this provision within three (3) years from the execution of this Agreement shall result in the entire grant becoming due and payable by the Grantee to the City notwithstanding the City's agreement to discharge a portion of the debt each year.

ARTICLE III

TERM OF AGREEMENT

This Agreement shall be deemed effective upon execution by both parties, and shall terminate three (3) years from _____. A schedule of completion regarding all exterior and interior improvements is attached as **Exhibit 3**.

ARTICLE IV

AMOUNT OF GRANT

The City shall award the Grantee an amount not to exceed \$_____ Dollars. Payment shall be disbursed to the grant awardee in the form of a co-signed check in the name of the grant awardee and in the name of the selected contractor. Funding shall be disbursed following the completion of work and following inspections by City personnel to verify the satisfactory completion of all authorized repairs. Projects requiring an advanced purchase of supplies prior to commencing work shall receive an initial payment in amount not to exceed \$1,000 for supplies specifically identified in submitted contractual service estimate. All supply payments required prior to commencing work shall be disbursed in the form of a co-signed check requiring signatures of the applicant and the selected contractor. Check payment shall be made to the _____ store located at _____. All supplies purchased shall be stored with the homeowner at the application address. All required advanced supply purchase amounts shall be deducted for the total grant award.

ARTICLE V

DEFAULT

For purposes of this Agreement (and the documents referenced or incorporated), a default shall include without limitation the following acts or events of the Grantee, its agents and employees, as applicable and as further detailed below:

- (1) Failure to comply with applicable federal, state and local regulations and laws.
- (2) Breach regarding any of the terms and conditions of this Agreement.

In the event of a breach, the Grantee shall pay to the City the entire amount of the Grant and may exercise any and all rights including the rights to bring any and all legal and/or equitable actions in Palm Beach County, Florida, in order to enforce the City's right and remedies against the Grantee. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law.

ARTICLE VI

AMENDMENTS

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

ARTICLE VII

TERMINATION

It is expressly understood and agreed that in the event of curtailment or non-availability of grant funds, the Agency's obligation to make further payments under provisions of this Agreement will terminate effective as of the time that the City determines that funds are no longer available. In the event of such determination, the Grantee agrees that it will not look to nor seek to hold liable the Agency for the further performance of this Agreement and the Agency shall be released from further liability each to the other under the terms of this Agreement.

ARTICLE VIII

INDEMNIFICATION

The Grantee shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Grantee may enter into with third parties pursuant to this Agreement. The Grantee shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

ARTICLE IX
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be, to the extent required by law, a public record available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the Grantee do not constitute an allowable expenditure, the City will have the right to deduct/reduce any unpaid invoices or require repayment of those amounts. The Grantee must maintain records necessary to document compliance with the provisions of the Agreement.

ARTICLE X
NOTICES

It is understood and agreed between the parties that all notices that are sent pursuant to and/or in connection with this Agreement shall be considered sufficient when made in writing and mailed by certified mail, return receipt requested, or delivered by electronic (including e-mail or facsimile transmission) or similar means, provided such means creates reasonable proof of delivery; or hand delivered to the appropriate address provided a copy is kept which is stamped with the official stamp of the recipient containing the time and date of delivery, or a copy is kept with the handwritten or stamped name of the receipt and the recipient's signature, and with the time and date of delivery:

If to the City:

City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493
E-mail: camell@southbaycity.com
Fax: (561) 996-7950

If to the Grantee:

Phone: _____

ARTICLE XI
SUBCONTRACTS

The Grantee agrees that no assignment or subcontract will be made in connection with this Agreement without the express written consent of the City.

ARTICLE XII
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XIII
PROJECT PUBLICITY

The Grantee agrees that any news release or other type of publicity pertaining to the Program must recognize the City as an entity which provided funds for the project.

ARTICLE XV
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability will never exceed the agreed sum of \$_____ Dollars. Grantee expresses its willingness to enter into this Agreement with Grantee's recovery from the City for any action or claim arising from this Agreement to be limited to the agreed sum of \$_____ Dollars. Payments under the Agreement shall be set-offs against any award of damages against the City.

Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that the City shall not be liable to Grantee for damages in an amount excess of the agreed sum of \$_____ Dollars, for any action or claim of the Grantee or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the Agency shall include attorney's fees, investigative costs or prejudgment interest.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

Signed and Sealed in the
presence of:

GRANTEE

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

ATTEST

CITY OF SOUTH BAY

Secretary

By: _____
South Bay City Manager

APPROVED AS TO FORM

City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Grant Agreement was acknowledged before me this _____ day of _____, 2022, by _____, who is/are personally known to me, or who has produced the following identification: _____ and who did take an oath.

By: _____

My Commission expires on:

Printed Name: _____

Title: Notary Public, State of Florida

This instrument prepared by:
Burnadette Norris-Weeks
City Attorney
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

MORTGAGE AGREEMENT

(City of South Bay Minor Home Repair Program ARPA/COVID-19)

This Mortgage made on the _____ day of _____, 2022, by _____
("Mortgagor"), residing at _____, _____ is given to secure a loan
made to Mortgagor by the City of South Bay (Mortgagee).

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of Dollars and Zero cents (\$_____) with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, Mortgagor hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Palm Beach County, Florida and described as follows:

Property Legal Description - _____

TOGETHER with all appurtenances and all the estate and rights of the Mortgagor in and to such property, or in any way appertaining thereto, including all buildings and other structures attached to, or used in or in the operation of such property, as well as any buildings or structures which are necessary to the complete use and occupancy of such property.

TOGETHER with all fixtures, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment, and all replacements and additions, whether or not the same or shall be attached to such land, buildings or structures in any manner.

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above-described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being collectively call the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and every part unto the Mortgagee, its successors and assigns forever for the purpose and uses set forth.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the mortgaged

property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of South Bay Minor Home Repair Program guidelines, to or on the mortgaged Property, and for such other purpose, if any.

4. No building or other structure or improvement, or fixture shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement to be erected or installed upon the mortgaged property, nor will the Mortgagor use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee.

5. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof and will promptly comply with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property.

6. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor, materials or services for the construction or installation of improvements to the Premises. Nothing contained herein shall imply that such work or improvement is allowed without prior written consent of the Mortgagor.

7. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.

8. The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all insurance shall be affected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than the replacement value of the insured property. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments shall be delivered promptly to the Mortgagee unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee showing the Mortgagee as an additional named insured with the right to have 30 days written notice of any modification of coverage or cancellation. The Mortgagor shall pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit, to the Mortgagee for examination, receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been paid or deposited as required by this Mortgage, in which event the Mortgagor shall pay the Mortgagee every premium so paid by the Mortgagee.

9. In the event of loss or damage to the mortgaged property, the Mortgagor shall give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the lien holder under a mortgage or similar instrument to which this mortgage is expressly subject, and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the mortgaged property.

10. Any improvements or repairs made to the Premises, as well as all related plans and specifications shall comply with any and all applicable municipal, county, state and federal laws, ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.

11. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney fees incurred), with interest thereon from date of such payment at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the mortgaged property prior in right to any other lien attaching or accruing subsequent to the lien of this Mortgage.

12. The Mortgagee, or any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and pay for the inspection, repair, protection, or maintenance of such property, as the Mortgagee may in its sole discretion deem necessary, in which event the Mortgagor shall repay the Mortgagee the amount so paid by the Mortgagee

13. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person, unless such transfer is to the surviving spouse, or under the following events: appointed receiver or liquidator, whether voluntary or involuntary, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events which shall constitute a default on the Note and any other Note which this Mortgage secures:

a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;

b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a)) or of any other agreement made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;

c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part, which shall have priority over the lien of this Mortgage;

d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;

e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part, without the prior written consent of the Mortgagee, including the subordination of this Mortgage or owner's refinancing of the mortgaged property.

The Mortgagee's failure to exercise any of its rights under this provision shall not constitute a waiver. The happening of any of the events set forth above in this Paragraph may hereinafter be described as an "Event of

Default". In the event of an Event of Default, the Note shall become, or may be declared to be, immediately due and payable.

14. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

15. a) After the happening of any default or Event of Default, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents there from which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

b) In the event that the Mortgagor occupies the mortgaged property or any part, the Mortgagor agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.

16. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

17. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, shall furnish promptly a written statement in a form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

18. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

19. All Notices, demands or requests shall be made in writing and shall be served by United States certified mail, return receipt requested, or by electronic transmission, including facsimile transmission, e-mail or other electronic or similar transmission, provided the mode of electronic transmission provides written or printed evidence of delivery.

20. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.

21. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part, without the prior written consent of the Mortgagee.

22. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

23. The Mortgagor waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

24. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall each be obligated jointly and severally under all the foregoing provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage.

25. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

26. Waiver of Jury Trial: The parties hereby waive any right they may have to a jury trial as to any matter that arises out of this Mortgage or the Note they it secures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

MORTGAGOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Mortgage Agreement was acknowledged before me this ____ day of _____, 2022, by _____, who is/are personally known to me, or who has produced the following identification: _____ and who did take an oath.

By: _____

My Commission expires on:

Printed Name: _____
Title: Notary Public, State of Florida

This instrument prepared by:
Burnadette Norris-Weeks
City Attorney
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

PROMISSORY NOTE

(City of South Bay Minor Home Repair Program - ARPA/COVID-19)

Schedule A

Resolution No: 2022-

Amount \$_____

Date: _____, 2022

FOR VALUE RECEIVED, the undersigned party/parties jointly and severally promise(s) to pay to the City of South Bay (hereinafter referred to as the "City"), in the manner hereinafter specified, the principal sum of _____ **Dollars and Zero cents**, payable without interest except as otherwise provided herein.

This Promissory Note is made to evidence the loan made to the undersigned through the

City of South Bay Minor Home Repair Program. So long as the undersigned has not provided false information in support of the application for the loan, or has not otherwise violated the City of South Bay Minor Home Repair Program guidelines, this note or the mortgage given in conjunction with this note, the aforementioned principal sum shall be partially forgiven in the amount of \$_____ each year over a three-year period, until fully forgiven at the conclusion of three (3) years.

This Note is secured by a mortgage, of even date herewith, on the real property owned and occupied by _____, the undersigned, located at _____, South Bay, Florida 33023.

If the undersigned fails to occupy the Property as a single family dwelling, has provided false information in support of the application for loan or has otherwise violated the City of South Bay Minor Home Repair Program guidelines, violates the provisions of this Note and the associated mortgage, or if the Property securing this Note and mortgage is sold or in any way alienated or transferred, except if such transfer is to a surviving spouse, such an event shall constitute a default, and the aforementioned principal sum shall, at the option of the holder hereof, become at once due and collectable without notice, time being of the essence, and shall bear interest from such time until paid at the rate of four percent (4%) simple interest per year on the unpaid principal amount then owing. Determination that the Property is occupied by the undersigned as a single family dwelling, the alienation, transfer or sale of the Property, or the undersigned's default under the provisions of this Note sufficient to call for payment of this Note shall rest with the Agency and/or its designated

agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner's refinancing of the subject Property shall also constitute an event of default.

The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If the principal amount of this Note is not paid when due, such action shall constitute a default of this Note and the undersigned shall, at the option of the City, pay to the City the late charge of one percent (1%) per calendar month, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall violate the provisions of this Note, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

If suit is instituted by the City to recover on this Note, the undersigned agrees to pay all costs of such collection including reasonable attorney fees, at trial and appellate levels, and costs incurred.

DEMAND and protest and notice of demand and protect are hereby waived, and the undersigned hereby waives, to the extent authorized by law, all Homestead and exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the singular shall be replaced with the plural and pronouns shall be interchangeable as the context may require or admit.

IN WITNESS WHEREOF, this Note has been duly executed and sealed by the undersigned on the day and year first above written.

By: _____

By: _____

Print Owner's Name

Print Owner's Name

Address: _____

Address: _____

RESOLUTION 33-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH SECTION 2-110(7) OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay possesses certain vehicle and equipment used in performance of its daily operations; and

WHEREAS, these assets have reached the end of their useful life for City purposes; and

WHEREAS, it has been determined by the City Manager that the City should maximize the return on its investment by selling these assets; and

WHEREAS, the City intends to advertise the sale of City surplus items in a local newspaper of general circulation.

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. Declaration of Property as Surplus; Authorization of City Manager. The City Commission of the City of South Bay hereby declares the property listed in the attached Exhibit "A" as surplus property and further authorizes the City Manager to dispose of said property in a manner consistent with Section 2-110(7) of City of South Bay's Code of Ordinances.

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

PASSED and ADOPTED this 6th day of September 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

INVENTORY FOR AUCTION VEHICLES

YEAR	MAKE	MODEL	MILEAGE	VIN#	COLOR	VEHICLE STATUS
2005	FORD	TAURUS	100,715	1FAHP53U06A1461188	WHITE	OPERATING
2008	MERCURY	GRAND MARQUIS	201,914	2MEFM74V38X628899	WHITE	OPERATING
2002	GMC	SIERRA 2500	112,150	1GTGC24U42Z211182	WHITE	OPERATING
2004	FORD	F150/CAMPER	86,808	2FTRX17W13CB14430	WHITE	OPERATING
2008	FORD	F150	112,345	1FTRF12WX8KD37398	WHITE	OPERATING
2005	JEEP	LIBERTY	142,623	1J4GK48K15W636768	WHITE	OPERATING

RESOLUTION 34-2022

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE TENTATIVE MUNICIPAL BUDGET OF THE CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has recommended an annual budget for the City for Fiscal Year 2022-2023 commencing October 1, 2022, and ending September 30, 2023, which budget relies upon a millage rate of 6.3089 mills; and

WHEREAS, the City has scheduled a Final Budget Hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 19, 2022; and

WHEREAS, the City Commission for the City of South Bay finds that adoption of a tentative municipal budget for Fiscal Year 2022-2023 is in the best interests of the residents of the City.

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

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

Section 2. Adoption of Tentative Fund Budgets. The City of South Bay, Florida, hereby adopts for the fiscal year, beginning October 1, 2022, and ending September 30, 2023, the following tentative fund budgets.

Section 3. Commission Findings and Determination. The City Commission finds and determines that the sums set forth in the following tentative fund budgets are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.

1. The City of South Bay, Florida, hereby adopts for the fiscal year, beginning October 1, 2022, and ending September 30, 2023, the following tentative fund budgets.

2. The City Commission finds and determines that the sums set forth in the following tentative fund budgets are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.
 - (a) There is hereby appropriated from General Fund of the City of South Bay for the above-described fiscal year, total sum of Two Million Six Hundred Eighty-Two Thousand Three Hundred Twenty-Four Dollars (\$2,682,324.00) to provide for the budget of the General Fund.
 - (b) There is hereby appropriated from various Capital Projects Grants, and Sales Tax Revenues for the above-described fiscal year the total sum of Four Million, Seven Hundred Seventy-Three Thousand Ninety Dollars (\$4,773,090.00) to provide for the Budget of the Capital Project Fund.
 - (c) There is hereby appropriated from Water and Sewer Fund of the City of South Bay for the above-described fiscal year, total sum of One Hundred Sixty-Two Thousand One Hundred Fifty Dollars (\$162,150.00) to provide for the Budget of the Water and Sewer Fund.
 - (d) There is hereby appropriated from Sanitation Fund of the City of South Bay for the above-described fiscal year, total sum of Six Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$683,750.00) to provide for the Budget of the Sanitation Fund.

Section 4. Time Period. This Resolution providing for Fiscal Year 2022-2023 as set forth above is adopted to cover said period of time only.

Section 5. Public Hearing. The City of South Bay of Palm Beach County, Florida, on, September 6, 2022, held a public hearing pursuant to Section 200.065, Florida Statutes.

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

PASSED and **ADOPTED** this 6th day of September 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION NO. 35-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN S&S ASPHALT MAINTENANCE LLC AND THE CITY OF SOUTH BAY FOR ROADWAY REPAIR IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that City Hall is in need of immediate repair of its parking lot; and

WHEREAS, on June 16, 2022, S&S Asphalt Maintenance LLC ("S&S") submitted a quote in the amount of Nine Thousand Eight Hundred Dollars (\$9,800.00) to repair the City Hall parking lot; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the City of South Bay's Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission of the City of South Bay finds that the execution of an emergency purchase agreement for the repair of the City Hall parking lot is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between S&S Asphalt Maintenance LLC and the City of South Bay, attached hereto as Exhibit "A", for the provision of parking lot repair, on an emergency basis. 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 become effective immediately upon adoption.

PASSED and **ADOPTED** this 6th day of September 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2022, between:

CITY OF SOUTH BAY,
a Florida municipal corporation, hereinafter, "CITY,"

and

S & S ASPHALT MAINTENANCE LLC

a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in immediate need of an independent contractor to repair parking lot asphalt at City Hall.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Nine-Thousand Eight Hundred Dollars (\$9,800.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice

will be sent to the City's Finance Department for payment.

- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

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

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

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

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

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

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and

all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned,

transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Sharon Stanko, Owner
S & S Asphalt Maintenance LLC.
4311 Okeechobee Blvd
West Palm Beach, FL 33409

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

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

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

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

permitted by law.

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

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

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

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY:

Leondrae D. Camel, City Manager

Joe Kyles, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Sharon Stanko, Owner
S & S Asphalt Maintenance LLC

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of ____ a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

Proposal



S & S paving and concrete
 18144 90th St., North Loxahatchee Florida
 Address 2
 561-512-0543
 Fax or Website

Proposal Submitted To City Of Southbay	Date Jun 16, 2022
Address	Phone
	E-mail Address Kerre@southbaycity.com
Job Name and Location	
We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows: Clean and prepare City Hall parking lot all the way around including side lot to be seal coated Install a layer of asphalt over deteriorated area on side lot where large potholes are located Apply to coats of commercial coating Restriping entire parking lot	
We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: \$9800 Note: This proposal may be withdrawn by us if not accepted within: days.	
Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date: Jun 16, 2022	

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000108833

Entity Name: S&S ASPHALT MAINTENANCE LLC

Current Principal Place of Business:

4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409

Current Mailing Address:

4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409

FEI Number: NOT APPLICABLE

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STANKO, SHARON A
4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MRS.
Name SHARON, STANKO
Address 4311 OKEECHOBEE BLVD
City-State-Zip: WEST PALM BEACH FL 33409

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered .

SIGNATURE: SHARON STANKO

OWNER

04/14/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

Proposal



S & S paving and concrete

18144 90th St., North Loxahatchee Florida

Address 2

561-512-0543

Fax or Website

Proposal Submitted To City Of Southbay	Date Jun 16, 2022
Address	Phone
	E-mail Address Kerre@southbaycity.com
Job Name and Location	

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

Clean and prepare City Hall parking lot all the way around including side lot to be seal coated

Install a layer of asphalt over deteriorated area on side lot where large potholes are located
Apply to coats of commercial coating

Restriping entire parking lot

We propose hereby to furnish material and labor -
complete in accordance with the above
specifications for the sum of:

Authorized
Signature: _____

Note: This proposal may be withdrawn by us if not
accepted within: days.

Accepted: The above prices, specifications
and conditions are satisfactory and are hereby
accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.

Signature: _____

Date: **Jun 16, 2022**



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: September 1, 2022
Ref: Weekly check register

Enclosed, please find the summary of check register as of September 1, 2022

General Fund

• Utility:		
	Comcast	\$ 1,014.08
	FPL	7,279.84
	PBCWU Dept	2,625.14
	Verizon	557.74
• Bank of America		6,419.22
• Norris-Weeks, PA		14,093.30
• United Health Care		11,446.67
• JHL Associates		3,045.00
• Orsenigo		2,027.00
• Steven Bins		1,738.00
• Purchased of supplies, materials and parts		1,283.79 <i>A</i>
• Payment for various services		7,104.14 <i>B</i>
• Payroll deductions		4,059.87 <i>C</i>
• Other		<u>1,451.55</u> <i>D</i>
	Total	\$ <u>64,145.34</u>

ARP Act Fund

Stony Electric	\$ 5,100.00
Duval Ford	32,474.00
Payroll	<u>1,562.86</u>
	\$ <u>39,136.86</u>

Capital Project Fund

CAP Engineering/Government	\$ 11,311.25
Hinterland Group	<u>189,290.35</u>
	\$ <u>200,601.60</u>

Sanitation Fund

Waste Management	\$ <u>14,743.27</u>
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"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

9/1/2022 11:26:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14534	1127	FLY IN COLOR ATLANTA LLC	9/1/2022	235.00	A
14535	AFLAC	AFLAC	9/1/2022	1,453.67	C
14536	CLARKE	CLARKE	9/1/2022	585.17	B
14537	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	9/1/2022	1,500.00	L
14538	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	9/1/2022	1,326.30	C
14539	DUVAL FORD	DUVAL FORD	9/1/2022	32,474.00	
14540	FPL	FPL	9/1/2022	7,279.84	
14541	IAMAW	IAMAW	9/1/2022	242.08	C
14542	JLH ASSOCIATES	JLH ASSOCIATES	9/1/2022	3,045.00	
14543	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	9/1/2022	1,666.66	
14544	LAKE HARDWARE	LAKE HARDWARE	9/1/2022	87.23	A
14545	LIBERTY NATIONAL	LIBERTY NATIONAL	9/1/2022	325.96	C
14546	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	9/1/2022	410.00	B
14547	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	9/1/2022	574.86	C
14548	ST. JUDE PLACE	ST. JUDE PLACE	9/1/2022	40.00	L
14549	STONY ELECTRICAL LLC	THELUSCA GERARD	9/1/2022	2,000.00	
14550	UNITED HEALTH CARE	UHS PREMIUM BILLING	9/1/2022	11,446.67	
14551	WALMART (CAPITAL ONE	CAPITAL ONE	9/1/2022	135.80	A
14552	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	9/1/2022	97.00	C
				Non-Electronic Transactions:	64,925.24
				Total Transactions:	64,925.24

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
CONFIRM#13549065	COMCAST	COMCAST	8/29/2022	181.35
CONFRIM#13549081	COMCAST	COMCAST	8/29/2022	397.49
Non-Electronic Transactions:				578.84
Total Transactions:				578.84

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14523	1077	JAC'QUANDA ROBINSON	8/26/2022	300.00	D
14524	CLARKE	CLARKE	8/26/2022	585.17	B
14525	COMCAST	COMCAST	8/26/2022	292.75	
14526	COSTCO	COSTCO	8/26/2022	120.00	D
14527	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	8/26/2022	144.00	B
14528	MUTUAL OF OMAHA	MUTUAL OF OMAHA	8/26/2022	345.65	D
14529	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	8/26/2022	2,625.14	
14530	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	8/26/2022	468.96	B
14531	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	8/26/2022	230.00	L
14532	VERIZON WIRELESS	VERIZON WIRELESS	8/26/2022	557.74	
14533	XEROX CORP	XEROX CORPORATION	8/26/2022	289.58	B
Non-Electronic Transactions:				5,958.99	
Total Transactions:				5,958.99	

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14518	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	8/19/2022	120.44	A
14519	JOHN WILSON	JOHN WILSON	8/19/2022	231.20	D
14520	KELLY TRACTOR	KELLY TRACTOR	8/19/2022	112.51	A
14521	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	8/19/2022	2,027.00	
14522	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	8/19/2022	410.00	B
Non-Electronic Transactions:				2,901.15	
Total Transactions:				2,901.15	

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14511	1075	Krystal Johnson	8/18/2022	150.00
14512	1076	SYLVIA YOUNG	8/18/2022	300.00
14513	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	8/18/2022	14,093.30
14514	COMCAST	COMCAST	8/18/2022	142.49
14515	FDOT	FDOT	8/18/2022	4.70
14516	STONY ELECTRICAL LLC	THELUSCA GERARD	8/18/2022	3,100.00
14517	VRC	VRC	8/18/2022	379.60
Non-Electronic Transactions:				18,170.09
Total Transactions:				18,170.09

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14508	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	8/12/2022	827.81	A
14509	MY DOCTOR	MARTIN T. HARLAND DO	8/12/2022	200.00	B
14510	STEVEN G BINES	STEVEN G BINES	8/12/2022	1,738.00	L
Non-Electronic Transactions:				2,765.81	
Total Transactions:				2,765.81	

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
287	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/15/2022	14,743.27
Non-Electronic Transactions:				14,743.27
Total Transactions:				14,743.27

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
241	CAP ENGINEERING	CAP ENGINEERING	8/26/2022	5,956.25
242	CAP GOVERNMENT	CAP GOVERNMENT	8/26/2022	5,355.00
Non-Electronic Transactions:				11,311.25
Total Transactions:				11,311.25

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
240	1069	HINTERLAND GROUP INC	8/15/2022	189,290.35
Non-Electronic Transactions:				189,290.35
Total Transactions:				189,290.35