



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, JANUARY 3, 2023

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

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 COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, JANUARY 3, 2023
6:30 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**
 - a. Presentations
 - 3.a. Raquel Torres, Sercap Inc.
 - 3.a. NLC City Summit (JoAnn Finney)
 - b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JANUARY 3, 2023
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

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- a. Regular City Workshop and City Meeting
Approval of City Minutes – December 6, 2022
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - January 3, 2023
- c. RESOLUTION NO. 60- 2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING SITE PLAN REVIEW FOR STORM WATER POLLUTION PREVENTION PLANS (EROSION AND SEDIMENTATION CONTROL) PLAN REVIEW STANDARD OPERATING PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION NO. 61-2023

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 GRID- ONE ELECTRICAL CONSTRUCTION, INC. AND THE CITY OF SOUTH BAY FOR STREET LIGHT POLE REPAIRS ALONG US HWY 27 IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

- b. RESOLUTION NO. 62- 2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR CONSTRUCTION INSPECTION SERVICES FOR SW 10TH AVENUE FROM THE SOUTH TERMINUS TO DR. MARTIN LUTHER KING JR.

BOULEVARD PROJECT #2022602; PROVIDING FOR AN EFFECTIVE DATE

c. RESOLUTION NO. 63-2023

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

10. CITY CLERK REPORT

a. NLC Congressional City Conference March 26-28, 2023

b. Herbert Hoover Dike Rehabilitation Ribbon Cutting Ceremony January 25, 2023

c. PBC Day 2023 March 7-8, 2023

11. CITY MANAGER REPORT

a. PBCWUD SW 10th Ave Update

**b. Economic Development Projects
RaceTrac
Formerly known Gatorland**

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, December 6, 2022
6:30PM

Present:

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

Staff:

Vicky Del Bosquez, Interim City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a) Agenda Items
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **ADJOURNMENT at 6:59pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, December 6, 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 December 6, 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:

Vicky Del Bosquez, City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer
Edgar Kerr, Public Works Director
King Kindred, Park & Recreation Director
Gabriel Horta, Fleet Manager
Nepoleon Collins, Economic Development Director

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes): NONE*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - 4a. John Brockman (ARPA Funding Act)
8. **ROSENWALD ELEMENTARY SCHOOL** (moved)
 - 8.a. Bruce Hightower (Principal) Updates

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: December 6, 2022
Approval of City Minutes: December 6, 2022

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – January 3, 2023

Moved by: Commissioner Mckelvin

Seconded by: Vice-Mayor Barnard

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. 51-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2022; PROVIDING FOR EFFECTIVE DATE

Moved By: Commissioner John Wilson

Second By: Commissioner McKelvin

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

6.b. RESOLUTION NO. 52-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A CHRISTMAS PARADE AND STREET CLOSURE IN SOUTH BAY ALONG A DESIGNATED ROUTE; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner John Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	NO
Commissioner Berry	YES
Commissioner McKelvin	NO
Commissioner Wilson	NO

6.c. RESOLUTION NO. 53-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH ARNETHA F. JOHNSON D/B/A ARNETHA FRANCIS JOHNSON FAMILY DAYCARE; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

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

6.d. RESOLUTION NO. 54-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH HARRIS FAMILY CHILDCARE LLC; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner Vice-Mayor Barnard

Second By: Commissioner McKelvin

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

6.e. RESOLUTION NO. 55-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH STREET BEAT, INCORPORATED; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Commissioner McKelvin

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

6.f. RESOLUTION 56-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING THE BID RECEIVED IN RESPONSE TO REQUEST FOR PROPOSAL NO. 2022-03 BACKUP GENERATOR SYSTEM FOR CITY HALL COMPLEX; PROVIDING AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner McKelvin

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

6g.

RESOLUTION 57-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID #2022-02 FOR MODERNIZATION OF PARKS AND RECREATION FACILITIES PERTAINING TO THE COX PARK IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

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

6h.

RESOLUTION 58-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2023 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice-Mayor Barnard

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

6i.

RESOLUTION 59-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

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****9. FINANCE REPORT**

- 9.a. Accounts Payable Report

10. CITY CLERK REPORT

- 10.a. Tri-City BBQ December 9th
10.b. Holiday Giveaway December 10th

11. CITY MANAGER REPORT

- 11.a. Acquisition of Cardno USA, Inc. and Cardno Canada Holdings Limited
11.b. City Director's Updates

12. CITY ATTORNEY REPORT NONE**13. FUTURE AGENDA ITEMS**

- 13.a. Commissioner Berry (SMART Planning Update)

Moved By: Commissioner Berry
Second By: Vice-Mayor Barnard

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

- 13.b. Youth Council

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER**14.a. Commissioner Taranza McKelvin**

- Thank you, Be Safe

14.b. Commissioner John Wilson

- Thank you, Happy Holidays

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Acknowledgements of support
- Thank you

15. ADJOURNMENT 8:26pm

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, December 6, 2022
6:30PM

Present:

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Commissioner Esther Berry
Commissioner John Wilson
Commissioner Taranza Mckelvin

Staff:

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Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a) Agenda Items
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **ADJOURNMENT at 6:59pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, December 6, 2022
7:00PM

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

Staff:

Vicky Del Bosquez, City Clerk
Leondrae Camel, City Manager
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Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer
Edgar Kerr, Public Works Director
King Kindred, Park & Recreation Director
Gabriel Horta, Fleet Manager
Nepoleon Collins, Economic Development Director

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes): NONE*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - 4a. John Brockman (ARPA Funding Act)
8. **ROSENWALD ELEMENTARY SCHOOL** (moved)
 - 8.a. Bruce Hightower (Principal) Updates

5. CONSENT AGENDA

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Approval of City Minutes: December 6, 2022

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – January 3, 2023

Moved by: Commissioner Mckelvin

Seconded by: Vice-Mayor Barnard

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. 51-2022**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2022; PROVIDING FOR EFFECTIVE DATE

Moved By: Commissioner John Wilson

Second By: Commissioner McKelvin

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

6.b. RESOLUTION NO. 52-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A CHRISTMAS PARADE AND STREET CLOSURE IN SOUTH BAY ALONG A DESIGNATED ROUTE; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner John Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	NO
Commissioner Berry	YES
Commissioner McKelvin	NO
Commissioner Wilson	NO

6.c. RESOLUTION NO. 53-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH ARNETHA F. JOHNSON D/B/A ARNETHA FRANCIS JOHNSON FAMILY DAYCARE; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

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

6.d. RESOLUTION NO. 54-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH HARRIS FAMILY CHILDCARE LLC; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner Vice-Mayor Barnard

Second By: Commissioner McKelvin

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

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH STREET BEAT, INCORPORATED; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Commissioner McKelvin

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

6.f. RESOLUTION 56-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING THE BID RECEIVED IN RESPONSE TO REQUEST FOR PROPOSAL NO. 2022-03 BACKUP GENERATOR SYSTEM FOR CITY HALL COMPLEX; PROVIDING AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner McKelvin

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

6g.

RESOLUTION 57-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID #2022-02 FOR MODERNIZATION OF PARKS AND RECREATION FACILITIES PERTAINING TO THE COX PARK IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

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

6h.

RESOLUTION 58-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2023 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice-Mayor Barnard

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

6i.

RESOLUTION 59-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

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****9. FINANCE REPORT**

- 9.a. Accounts Payable Report

10. CITY CLERK REPORT

- 10.a. Tri-City BBQ December 9th
10.b. Holiday Giveaway December 10th

11. CITY MANAGER REPORT

- 11.a. Acquisition of Cardno USA, Inc. and Cardno Canada Holdings Limited
11.b. City Director's Updates

12. CITY ATTORNEY REPORT NONE**13. FUTURE AGENDA ITEMS**

- 13.a. Commissioner Berry (SMART Planning Update)

Moved By: Commissioner Berry
Second By: Vice-Mayor Barnard

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

- 13.b. Youth Council

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER**14.a. Commissioner Taranza McKelvin**

- Thank you, Be Safe

14.b. Commissioner John Wilson

- Thank you, Happy Holidays

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Acknowledgements of support
- Thank you

15. ADJOURNMENT 8:26pm

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 60- 2023

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, FLORIDA, ADOPTING SITE
PLAN REVIEW FOR STORM WATER POLLUTION
PREVENTION PLANS (EROSION AND
SEDIMENTATION CONTROL) PLAN REVIEW
STANDARD OPERATING PROCEDURES; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City of South Bay ("City") is in need of Standard Operating Procedures related to Site Plan Review for Storm Water Pollution Prevention Plans ("SWPPP"); and

WHEREAS, Standard Operating Procedures will assist the City in verifying compliance with city and county codes and ordinances, state regulations and federal law; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to adopt Site Plan Review for SWPPP (Erosion and Sedimentation Control) Plan Review Standard Operating Procedures; and

WHEREAS, the City's SWPPP reviewer will be the City Engineer; and

WHEREAS, the City Commission finds that the adoption of Site Plan Review for SWPPP 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 Site Plan Review for SWPPP.** The City Commission of the City of South Bay hereby adopts Site Plan Review for Storm Water Pollution Prevention Plans (Erosion and Sedimentation Control) Plan Review Standard Operating Procedures, attached hereto as Exhibit "A" and authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta DelBosquez, 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. 61-2023

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 GRID-ONE ELECTRICAL CONSTRUCTION, INC. AND THE CITY OF SOUTH BAY FOR STREET LIGHT POLE REPAIRS ALONG US HWY 27 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 owned street light poles along US Hwy 27 are in need of immediate repair; and

WHEREAS, on December 12, 2022, Grid-One Electrical Construction, Inc. submitted a quote in the amount of Twelve Thousand One Hundred Fifty-Four Dollars (\$12,154.00) to repair fourteen (14) City owned street light poles along US Hwy 27; 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 fourteen (14) City owned street light poles along US Hwy 27 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 Grid-One Electrical Construction, Inc. and the City of South Bay, attached hereto as Exhibit "A", for the provision of street light pole repair along US Hwy 27, 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 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicky DelBosquez, 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 _____, 2023, between:

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

and

Grid-One Electrical Construction, Inc.

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 City owned street light poles along US Hwy 27.
- 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 Twelve-Thousand One Hundred Fifty-Four Dollars (\$12,154.00).

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 it 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.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT: (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com

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: Connie M. Deaton, President
Grid-One Electrical Construction, Inc.
390 US Highway 27 North
South Bay, FL 33493

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:

Vicky Delbosquez, 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 (Optional)

CONTRACTOR

WITNESSES:

BY: _____
Connie M. Deaton, President
Grid-One Electrical Construction, Inc

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 _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

RESOLUTION NO. 62- 2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR CONSTRUCTION INSPECTION SERVICES FOR SW 10TH AVENUE FROM THE SOUTH TERMINUS TO DR. MARTIN LUTHER KING JR. BOULEVARD PROJECT #2022602; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of South Bay ("City") has identified a need to provide certain improvements to SW 10th Avenue from its south terminus to Dr. Martin Luther King Jr. Boulevard ("Project");and

WHEREAS, the Project is within City owned and maintained roadway rights-of-way; and

WHEREAS, the City has produced or caused to be produced plans and specifications for the Project;and

WHEREAS, the City desires to bid the Project and procure the services of a qualified construction firm; and

WHEREAS, the City further desires that Palm Beach County provide the Construction Inspection Services for the Project; and

WHEREAS, the City has entered into a grant agreement with the Florida Department of Transportation ("FDOT") to receive a federal grant administered through FDOT for construction and inspection of the Project; and

WHEREAS, the City will reimburse the County for providing Construction Inspection Services for the Project; and

WHEREAS, the City Commission finds that authorizing the Mayor to execute the attached Interlocal Agreement between Palm Beach County and the City of South Bay for Construction Inspection Services to be 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 to execute the attached Interlocal Agreement between Palm Beach County and the City of South Bay for Construction Inspection Services for SW 10th Avenue from the South Terminus to Dr. Martin Luther King Jr. Boulevard Project #2022602, attached hereto as Exhibit “A” and authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta DelBosquez, 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. 63-2023

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 Thirty-Eight (38) 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 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Lavern Sanford Edwards	210 NW 12th Ave South Bay, FL 33493	561-257-7162	Remove & Replace Kitchen Remove & Replace Plumbing Fixture Supply Line	\$5,126.18	\$5,000.00	COMM.EBDD
Flora M Bennett	260 SW 11th Ave South Bay, FL 33493	561-983-1539	Livingroom Remove & Replace Lining Closet Doors & Shelves(2) Bedroom 1-3 Remove & Replace Electrical Outlets	\$4,990.00	\$4,990.00	COMM.EBDD
Mildred Smith	265 SW 9th Ave South Bay, FL 33493	561-983-5136	Install New Air Conditioning System & Ducts	\$9,797.00	\$5,000.00	COMM.EBDD
Betty Guy	160 SW 10th Ave South Bay, FL 33493	561-755-3345	Install & Provide New A/C Lines, Sleeves to New Air Handler, A/C Thermostat	\$6,500.00	\$5,000.00	COMM.EBDD
Cynthia Clarke	195 NW 2nd Ave South Bay, FL 33493	561-996-2765 561-914-0608	Remove & Install Interior Doors(6) Remove & Install New Plywood In Bedroom	\$9,005.82	\$5,000.00	COMM.EBDD
Shirley Butts	237 Azucana RD South Bay, FL 33493	561-983-7297	Install New RUUD 40 Gallon Water Heater Rebuild Tub Valves (2)	\$5,425.00	\$5,000.00	COMM.EBDD
Isidoro Espinoza Jr.	285 NW 3rd Ave South Bay, FL 33493	561-261-1640	Remove & Install Exterior Windows(9)	\$9,450.22	\$5,000.00	COMM.EBDD
Barbara Johnson	291-NW 12th Ave South Bay, FL 33493	561-261-0516	Remove & Install New Americast Tub With Gerber Tub Drain	\$4,285.00	\$4,285.00	COMM.EBDD
Jeremiah Thomas/ Annie Lee Thomas	196 NW 9th Ave South Bay, FL 33493	561-996-3953 786-201-0408	Remove & Install New Kitchen Cabinets, Countertops & Faucet Remove & Install New Kitchen Plumbing	\$9,856.48	\$5,000.00	COMM.EBDD
Lorine Woodfolk	275 SW 11th Ave South Bay, FL 33493	561-985-5515	Remove & Install Existing Bathroom Tiles Install Bathroom Fixtures	\$5,000.00	\$5,000.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
John Brockman/Katherine Brockman	1030 WPB RD South Bay, FL 33493	561-516-0483 561-763-2079 561-992-8148	Upgrade 150 amp Electrical Panel to 200 Amp Panel Repair Electrical Line for A/C Unit. Remove & Install Interior Close Doors(5). Remove & Install Interior Room Doors(4)	\$5,000.00	\$5,000.00	COMM.EBDD
Willie Mae Barnes	425 Coconut Court South Bay, FL 33493	561-261-6061	Repair Laundry Room Leackage Replace Six(6) Fans with Light Bulbs, Repair Front	\$4,654.50	\$4,654.50	COMM.EBDD
Robert Jefferson/Dollie Jefferson	255 SW 5th Ave South Bay, FL 33493	561-261-4964 561-261-4851	Remove & Install Insulation in Attic.Remove & Install Windows(4)& Sliding Door(1). Remove & Install Washer & Dryer Outlets.	\$8,860.00	\$5,000.00	COMM.EBDD
Nora Hamilton/Julis Hamilton	495 SW 1st Street South Bay, FL 33493	561-261-6765	Removal of Existing Roof, Renail Sheathing, Installation of 1 Layer of Synthetic Underlayment, Installation of 3' Drip Eaves & 26 GA Rib Metal Panel.	\$14,300.00	\$5,000.00	COMM.EBDD
Mamie Walker (Latty)	245 NW 3rd Ave South Bay, FL 33493	561-261-6146	Paint Exterior Door White, Remove Popcorn Ceiling, Paint Master Bedroom White, Replace Existing Tub & Drain, No Tile	\$5,000.00	\$5,000.00	COMM.EBDD
Darlene Dunning	145 NW 11th Ave South Bay, FL 33493	561-996-3280 561-914-0130	Remove & Replace Exterior Door Metal Insulated Flush or Panel Style Remove & Replace Bypass(Sliding) Door set	\$5,036.80	\$5,000.00	COMM.EBDD
Rushie M. Osby	190 SW 11th Ave South Bay, FL 33493	561-275-6811	Remove & Replace Vinyl Windows, Horizontal Sliding, 12-23sf Add Charge for a Retrofit	\$5,211.02	\$5,000.00	COMM.EBDD
Loraine Clark Cain	440 SE 3rd St South Bay, FL 33493	561-692-1065	Repari Faceboard around all the house, Install Electric Panel Cover. Labor and Material	\$5,215.00	\$5,000.00	COMM.EBDD
Joyce Singletary	245 SW 7th Ave South Bay, FL 33493	561-993-2579	4" sch 40 PVC Pipe & Fittings as needed New Sewer Line from Edge of House to Street 2- Cleanouts 1 at House & 1 at Street Tunnel Under House to	\$3,845.00	\$3,845.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Cheryl Welch	120 SW 5th Ave South Bay, FL 33493	561-985-3714	Remove & Replace Metal lath & Stucco Stucco Plasterer(Per Hour) Remove & Replace Vinyl Window, Horizontal Sliding 12-23sf	\$5,719.70	\$5,000.00	COMM.EBDD
Margaret Mann	145 NW 10th Ave South Bay, FL 33493	561-449-5665	Remove Eve Drips Remove Gable Trims Remove Damaged Facial Boards Remove & Replace Damaged Plywoods Furnish & Install Underlayment Furnish & Install Facial Boards Furnish & Install Eve Drips & Gable	\$25,000.00	\$5,000.00	COMM.EBDD
Krystal F. Johnson	210 NW 10th Ave South Bay, FI 33493	561-755-1861	Remove & Install Cabinets Remove Old Counter Top & Install New Countertops Install New Sink, Faucet, Microwave	\$5,709.52	\$5,000.00	COMM.EBDD
Erskine Cox Sr.	215 SW 12th Ave South Bay, FI 33493	561-618-1210	Remove Fourteen(14) Existing Windows & Replace with Impact Windows Remove Front Door & Replace with Impact Door	\$11,500.00	\$5,000.00	COMM.EBDD
Alexander Mcauley	210 SW 7th Ave South Bay, FI 33493	561-449-4611	Remove & Replace Bathroom Tile Remove & Replace Toilet & Tub	\$5,382.10	\$5,000.00	COMM.EBDD
Valira Harrell	245 SW 5th Ave South Bay, FI 33493	561-449-3033	Remove Old Countertop & Install New Countertop Include Labor & Material Cost	\$5,296.50	\$5,000.00	COMM.EBDD
Estelle Sinclair	150 SW 6th Ave South Bay, FI 33493	561-996-1466	Remove & Replace Bathtub Remove & Replace Sheathing Plywood Painting Deck Guard Rail Cedar Standard Grade Prime & Paint Railing	\$5,845.34	\$5,000.00	COMM.EBDD
Amelia King	435 SE 3rd St South Bay, FI 33493	561-993-0314 561-306-7352	House front Wall Repair Replace The Damage Wood on the House Front Wall Stucco on Front Wall Repair the House Front Stairs	\$5,600.00	\$5,000.00	COMM.EBDD
Gladys Williams	294 NW 9th Ave South Bay, FI 33493	561-996-8057	Remove & Install Kitchen Cabinets Remove & Install Kitchen Countertop Remove & Install New Sink, Facuet, Microwave &	\$5,577.55	\$5,000.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Kim Beckford	180 NW 12th Ave South Bay, FL 33493	404-966-7455	Remove & Dispose of existing Roof Covering Replace up to 1 Square of Plywood Sheathing if Required Mechanically attach two	\$15,100.00	\$5,000.00	COMM.EBDD
Lancy Campbell	465 Janice Ave South Bay, FL 33493	561-985-9130	Replace A/C Unit	\$4,400.00	\$4,400.00	COMM.EBDD
Ricky V. Graham	155 NW 12th Ave South Bay, FL 33493	561-261-6884	Remove & Replace Metal Insulated Flush or Panel Style	\$5,078.79	\$5,000.00	COMM.EBDD
Marion Mann	1090 NW 1st St, South Bay, FL 33493	561-449-7193	Remove Existing Bathroom Tile in Shower Installation of New Bathroom Tile in Shower Area Remove & Install Bathroom Toilet Remove & Install New Bathroom Vanity & Fixtures	\$6,625.78	\$5,000.00	COMM.EBDD
Essie McPhee	205 NW 10th Ave, South Bay, FL 33493	561-985-1842	Provide a Ceiling & Roof Assessment Report Remove Existing Damaged Sink Hardware Under Kitchen Sink Install New Sink Hardware Under Kitchen Sink Remove & Install New Water Heater	\$5,250.42	\$5,000.00	COMM.EBDD
William Bland	295 NW 11th Ave South Bay, FL 33493	561-257-7795 561-657-2254	Handicap Accessibility Ramp and Landing for Wheelchair Remove & Replace Bathtub	\$6,723.10	\$5,000.00	COMM.EBDD
Marvin Dixon	270 SW 12th Ave South Bay, FL 33493	561-261-6837	Remove & Replace all Windows with Impact Windows Remove & Replace Front Door with Impact Door	\$6,750.00	\$5,000.00	COMM.EBDD
Sandra Lusunariz	245 SW 12th Ave South Bay FL 33493	561-598-2303	A/C Repair	\$8,477.00	\$5,000.00	COMM.EBDD
Olivia Anthony-Kerr	365 SE 2nd Ave.	561-983-7913			\$5,000.00	
Joanne Carswell	435 Jimmie Lou Ct.	561-996-9094			\$5,000.00	
Loretta Sandiford	150 SW 10th Ave	561-983-7158			\$5,000.00	
Patricia Harvey	350 SE 3rd Ave.	561-996-6658			\$5,000.00	
Beatrice Bailey	270 SW 6th Ave.	561-827-1046			\$5,000.00	
Gwendolyn Calloway	440 SE 2nd St.	561-449-1406			\$5,000.00	
Pearlie Calloway	445 Janice Ave.	561-449-1406			\$5,000.00	

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Mattie Williams	140 NW 11th Ave.	561-755-8158			\$5,000.00	
Charlie Keller	410 SE 3rd Ave.	561-818-1722			\$5,000.00	
Rosa Grant	140 NW 6th Ave.	561-670-5630			\$5,000.00	
Jackie Hamilton	645 US Hwy 27N	561-449-1100			\$5,000.00	
Janett Graham	155 SW 7th Ave.	561-996-0783			\$5,000.00	
Annette Parchment	225 SW 9th Ave.	561-261-0713			\$5,000.00	
Annette Williams	401 Janice Ave.	561-257-8848			\$5,000.00	

RESOLUTION NO. 61-2023

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 GRID-ONE ELECTRICAL CONSTRUCTION, INC. AND THE CITY OF SOUTH BAY FOR STREET LIGHT POLE REPAIRS ALONG US HWY 27 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 owned street light poles along US Hwy 27 are in need of immediate repair; and

WHEREAS, on December 12, 2022, Grid-One Electrical Construction, Inc. submitted a quote in the amount of Twelve Thousand One Hundred Fifty-Four Dollars (\$12,154.00) to repair fourteen (14) City owned street light poles along US Hwy 27; 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 fourteen (14) City owned street light poles along US Hwy 27 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 Grid-One Electrical Construction, Inc. and the City of South Bay, attached hereto as Exhibit "A", for the provision of street light pole repair along US Hwy 27, 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 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicky DelBosquez, 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 _____, 2023, between:

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

and

Grid-One Electrical Construction, Inc.

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 City owned street light poles along US Hwy 27.
- 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 Twelve-Thousand One Hundred Fifty-Four Dollars (\$12,154.00).

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 it 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.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT: (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com

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: Connie M. Deaton, President
Grid-One Electrical Construction, Inc.
390 US Highway 27 North
South Bay, FL 33493

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:

Vicky Delbosquez, 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 (Optional)

CONTRACTOR

WITNESSES:

BY:_____

Connie M. Deaton, President
Grid-One Electrical Construction, Inc

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 _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

RESOLUTION NO. 62- 2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR CONSTRUCTION INSPECTION SERVICES FOR SW 10TH AVENUE FROM THE SOUTH TERMINUS TO DR. MARTIN LUTHER KING JR. BOULEVARD PROJECT #2022602; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of South Bay ("City") has identified a need to provide certain improvements to SW 10th Avenue from its south terminus to Dr. Martin Luther King Jr. Boulevard ("Project");and

WHEREAS, the Project is within City owned and maintained roadway rights-of-way; and

WHEREAS, the City has produced or caused to be produced plans and specifications for the Project;and

WHEREAS, the City desires to bid the Project and procure the services of a qualified construction firm; and

WHEREAS, the City further desires that Palm Beach County provide the Construction Inspection Services for the Project; and

WHEREAS, the City has entered into a grant agreement with the Florida Department of Transportation ("FDOT") to receive a federal grant administered through FDOT for construction and inspection of the Project; and

WHEREAS, the City will reimburse the County for providing Construction Inspection Services for the Project; and

WHEREAS, the City Commission finds that authorizing the Mayor to execute the attached Interlocal Agreement between Palm Beach County and the City of South Bay for Construction Inspection Services to be 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 to execute the attached Interlocal Agreement between Palm Beach County and the City of South Bay for Construction Inspection Services for SW 10th Avenue from the South Terminus to Dr. Martin Luther King Jr. Boulevard Project #2022602, attached hereto as Exhibit “A” and authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta DelBosquez, 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. 63-2023

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 Thirty-Eight (38) 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 3rd day of January 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Lavern Sanford Edwards	210 NW 12th Ave South Bay, FL 33493	561-257-7162	Remove & Replace Kitchen Remove & Replace Plumbing Fixture Supply Line	\$5,126.18	\$5,000.00	COMM.EBDD
Flora M Bennett	260 SW 11th Ave South Bay, FL 33493	561-983-1539	Livingroom Remove & Replace Lining Closet Doors & Shelves(2) Bedroom 1-3 Remove & Replace Electrical Outlets	\$4,990.00	\$4,990.00	COMM.EBDD
Mildred Smith	265 SW 9th Ave South Bay, FL 33493	561-983-5136	Install New Air Conditioning System & Ducts	\$9,797.00	\$5,000.00	COMM.EBDD
Betty Guy	160 SW 10th Ave South Bay, FL 33493	561-755-3345	Install & Provide New A/C Lines, Sleeves to New Air Handler, A/C Thermostat	\$6,500.00	\$5,000.00	COMM.EBDD
Cynthia Clarke	195 NW 2nd Ave South Bay, FL 33493	561-996-2765 561-914-0608	Remove & Install Interior Doors(6) Remove & Install New Plywood In Bedroom	\$9,005.82	\$5,000.00	COMM.EBDD
Shirley Butts	237 Azucana RD South Bay, FL 33493	561-983-7297	Install New RUUD 40 Gallon Water Heater Rebuild Tub Valves (2)	\$5,425.00	\$5,000.00	COMM.EBDD
Isidoro Espinoza Jr.	285 NW 3rd Ave South Bay, FL 33493	561-261-1640	Remove & Install Exterior Windows(9)	\$9,450.22	\$5,000.00	COMM.EBDD
Barbara Johnson	291-NW 12th Ave South Bay, FL 33493	561-261-0516	Remove & Install New Americast Tub With Gerber Tub Drain	\$4,285.00	\$4,285.00	COMM.EBDD
Jeremiah Thomas/ Annie Lee Thomas	196 NW 9th Ave South Bay, FL 33493	561-996-3953 786-201-0408	Remove & Install New Kitchen Cabinets, Countertops & Faucet Remove & Install New Kitchen Plumbing	\$9,856.48	\$5,000.00	COMM.EBDD
Lorine Woodfolk	275 SW 11th Ave South Bay, FL 33493	561-985-5515	Remove & Install Existing Bathroom Tiles Install Bathroom Fixtures	\$5,000.00	\$5,000.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
John Brockman/Katherine Brockman	1030 WPB RD South Bay, FL 33493	561-516-0483 561-763-2079 561-992-8148	Upgrade 150 amp Electrical Panel to 200 Amp Panel Repair Electrical Line for A/C Unit. Remove & Install Interior Close Doors(5). Remove & Install Interior Room Doors(4)	\$5,000.00	\$5,000.00	COMM.EBDD
Willie Mae Barnes	425 Coconut Court South Bay, FL 33493	561-261-6061	Repair Laundry Room Leackage Replace Six(6) Fans with Light Bulbs, Repair Front	\$4,654.50	\$4,654.50	COMM.EBDD
Robert Jefferson/Dollie Jefferson	255 SW 5th Ave South Bay, FL 33493	561-261-4964 561-261-4851	Remove & Install Insulation in Attic.Remove & Install Windows(4)& Sliding Door(1). Remove & Install Washer & Dryer Outlets.	\$8,860.00	\$5,000.00	COMM.EBDD
Nora Hamilton/Julis Hamilton	495 SW 1st Street South Bay, FL 33493	561-261-6765	Removal of Existing Roof, Renail Sheathing, Installation of 1 Layer of Synthetic Underlayment, Installation of 3' Drip Eaves & 26 GA Rib Metal Panel.	\$14,300.00	\$5,000.00	COMM.EBDD
Mamie Walker (Latty)	245 NW 3rd Ave South Bay, FL 33493	561-261-6146	Paint Exterior Door White, Remove Popcorn Ceiling, Paint Master Bedroom White, Replace Existing Tub & Drain, No Tile	\$5,000.00	\$5,000.00	COMM.EBDD
Darlene Dunning	145 NW 11th Ave South Bay, FL 33493	561-996-3280 561-914-0130	Remove & Replace Exterior Door Metal Insulated Flush or Panel Style Remove & Replace Bypass(Sliding) Door set	\$5,036.80	\$5,000.00	COMM.EBDD
Rushie M. Osby	190 SW 11th Ave South Bay, FL 33493	561-275-6811	Remove & Replace Vinyl Windows, Horizontal Sliding, 12-23sf Add Charge for a Retrofit	\$5,211.02	\$5,000.00	COMM.EBDD
Loraine Clark Cain	440 SE 3rd St South Bay, FL 33493	561-692-1065	Repari Faceboard around all the house, Install Electric Panel Cover. Labor and Material	\$5,215.00	\$5,000.00	COMM.EBDD
Joyce Singletary	245 SW 7th Ave South Bay, FL 33493	561-993-2579	4" sch 40 PVC Pipe & Fittings as needed New Sewer Line from Edge of House to Street 2- Cleanouts 1 at House & 1 at Street Tunnel Under House to	\$3,845.00	\$3,845.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Cheryl Welch	120 SW 5th Ave South Bay, FL 33493	561-985-3714	Remove & Replace Metal lath & Stucco Stucco Plasterer(Per Hour) Remove & Replace Vinyl Window, Horizontal Sliding 12-23sf	\$5,719.70	\$5,000.00	COMM.EBDD
Margaret Mann	145 NW 10th Ave South Bay, FL 33493	561-449-5665	Remove Eve Drips Remove Gable Trims Remove Damaged Facial Boards Remove & Replace Damaged Plywoods Furnish & Install Underlayment Furnish & Install Facial Boards Furnish & Install Eve Drips & Gable	\$25,000.00	\$5,000.00	COMM.EBDD
Krystal F. Johnson	210 NW 10th Ave South Bay, FI 33493	561-755-1861	Remove & Install Cabinets Remove Old Counter Top & Install New Countertops Install New Sink, Faucet, Microwave	\$5,709.52	\$5,000.00	COMM.EBDD
Erskine Cox Sr.	215 SW 12th Ave South Bay, FI 33493	561-618-1210	Remove Fourteen(14) Existing Windows & Replace with Impact Windows Remove Front Door & Replace with Impact Door	\$11,500.00	\$5,000.00	COMM.EBDD
Alexander Mcauley	210 SW 7th Ave South Bay, FI 33493	561-449-4611	Remove & Replace Bathroom Tile Remove & Replace Toilet & Tub	\$5,382.10	\$5,000.00	COMM.EBDD
Valira Harrell	245 SW 5th Ave South Bay, FI 33493	561-449-3033	Remove Old Countertop & Install New Countertop Include Labor & Material Cost	\$5,296.50	\$5,000.00	COMM.EBDD
Estelle Sinclair	150 SW 6th Ave South Bay, FI 33493	561-996-1466	Remove & Replace Bathtub Remove & Replace Sheathing Plywood Painting Deck Guard Rail Cedar Standard Grade Prime & Paint Railing	\$5,845.34	\$5,000.00	COMM.EBDD
Amelia King	435 SE 3rd St South Bay, FI 33493	561-993-0314 561-306-7352	House front Wall Repair Replace The Damage Wood on the House Front Wall Stucco on Front Wall Repair the House Front Stairs	\$5,600.00	\$5,000.00	COMM.EBDD
Gladys Williams	294 NW 9th Ave South Bay, FI 33493	561-996-8057	Remove & Install Kitchen Cabinets Remove & Install Kitchen Countertop Remove & Install New Sink, Facuet, Microwave &	\$5,577.55	\$5,000.00	COMM.EBDD

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Kim Beckford	180 NW 12th Ave South Bay, FL 33493	404-966-7455	Remove & Dispose of existing Roof Covering Replace up to 1 Square of Plywood Sheathing if Required Mechanically attach two	\$15,100.00	\$5,000.00	COMM.EBDD
Lancy Campbell	465 Janice Ave South Bay, FL 33493	561-985-9130	Replace A/C Unit	\$4,400.00	\$4,400.00	COMM.EBDD
Ricky V. Graham	155 NW 12th Ave South Bay, FL 33493	561-261-6884	Remove & Replace Metal Insulated Flush or Panel Style	\$5,078.79	\$5,000.00	COMM.EBDD
Marion Mann	1090 NW 1st St, South Bay, FL 33493	561-449-7193	Remove Existing Bathroom Tile in Shower Installation of New Bathroom Tile in Shower Area Remove & Install Bathroom Toilet Remove & Install New Bathroom Vanity & Fixtures	\$6,625.78	\$5,000.00	COMM.EBDD
Essie McPhee	205 NW 10th Ave, South Bay, FL 33493	561-985-1842	Provide a Ceiling & Roof Assessment Report Remove Existing Damaged Sink Hardware Under Kitchen Sink Install New Sink Hardware Under Kitchen Sink Remove & Install New Water Heater	\$5,250.42	\$5,000.00	COMM.EBDD
William Bland	295 NW 11th Ave South Bay, FL 33493	561-257-7795 561-657-2254	Handicap Accessibility Ramp and Landing for Wheelchair Remove & Replace Bathtub	\$6,723.10	\$5,000.00	COMM.EBDD
Marvin Dixon	270 SW 12th Ave South Bay, FL 33493	561-261-6837	Remove & Replace all Windows with Impact Windows Remove & Replace Front Door with Impact Door	\$6,750.00	\$5,000.00	COMM.EBDD
Sandra Lusunariz	245 SW 12th Ave South Bay FL 33493	561-598-2303	A/C Repair	\$8,477.00	\$5,000.00	COMM.EBDD
Olivia Anthony-Kerr	365 SE 2nd Ave.	561-983-7913			\$5,000.00	
Joanne Carswell	435 Jimmie Lou Ct.	561-996-9094			\$5,000.00	
Loretta Sandiford	150 SW 10th Ave	561-983-7158			\$5,000.00	
Patricia Harvey	350 SE 3rd Ave.	561-996-6658			\$5,000.00	
Beatrice Bailey	270 SW 6th Ave.	561-827-1046			\$5,000.00	
Gwendolyn Calloway	440 SE 2nd St.	561-449-1406			\$5,000.00	
Pearlie Calloway	445 Janice Ave.	561-449-1406			\$5,000.00	

Grantee Name	Address	Contact	Repair(s)	Estimate Amount	Approved Amount	Reviewed By
Mattie Williams	140 NW 11th Ave.	561-755-8158			\$5,000.00	
Charlie Keller	410 SE 3rd Ave.	561-818-1722			\$5,000.00	
Rosa Grant	140 NW 6th Ave.	561-670-5630			\$5,000.00	
Jackie Hamilton	645 US Hwy 27N	561-449-1100			\$5,000.00	
Janett Graham	155 SW 7th Ave.	561-996-0783			\$5,000.00	
Annette Parchment	225 SW 9th Ave.	561-261-0713			\$5,000.00	
Annette Williams	401 Janice Ave.	561-257-8848			\$5,000.00	