



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, FEBRUARY 21, 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, FEBRUARY 21, 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. MTW Manufacturing LLC. (Roscoe Holmes)
 - b. Strategic SMART Planning (Commissioner Esther Berry)
 - c. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, FEBRUARY 21, 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 assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda

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

2. DISCLOSURE OF VOTING CONFLICTS

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

- a. Rebel Recovery (Dhiny Mercedes)
- b. Baker Southeast Yard-South Bay (Hunter Campbell / Damien Portillo)

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 – February 7, 2023
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - February 21, 2023

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

- a. RESOLUTION NO. 03-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CONSIDERING A REQUEST FOR SITE PLAN REVIEW AND APPROVAL PURSUANT TO APPENDIX A, ARTICLE XXIII, SECTION 23.10, OF THE CITY'S CODE OF ORDINANCES ENTITLED "SITE PLAN REVIEW PROCEDURE", FURTHER REQUESTING THAT THE CITY TO APPROVE A UNITY OF TITLE; PROVIDING FOR AN EFFECTIVE DATE

6.a. SB Baker Conditions

6.a. Site Plan FV

6.a. Site Plan with Aerial

6.a. Unity of Title

- b. RESOLUTION 04-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE MODERNIZATION OF COX PARK RECREATIONAL FACILITIES PROJECT; PROVIDING FOR AN

EFFECTIVE DATE

6.b. Cox Park Funding Letter

6.b. Amend 001 to R2022-0707 South Bay Cox Park

c. RESOLUTION 05-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RESCINDING RESOLUTION #57-2022 AND ACCEPTING THE PROPOSAL FROM ROSSO SITE DEVELOPMENT, INC. IN RESPONSE TO ITB 2022-02, PERTAINING TO THE MODERNIZATION OF COX PARK RECREATIONAL FACILITIES; AUTHORIZING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6.c. South Bay Agreement (Rosso Site Development)

6.c. Rosso South Bay Cox Park ITB

d. RESOLUTION NO. 06-2023A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A BAY DAY EVENT WITHIN THE CITY AT TANNER PARK; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

6.d. Bay Day Special Event Application

6.d. Bay Day Recommendations

e. RESOLUTION 07-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING CHANGE ORDER NO. 1 FROM HINTERLAND GROUP INC. FOR THE SW 10TH AVENUE ROAD AND SEWER IMPROVEMENTS PROJECT FROM MLK BLVD. TO S. TERMINUS; PROVIDING FOR AN EFFECTIVE DATE

6.e. Signed Memo #2 Exhibit A

6.e. South Bay SW 10th Ave

6.e. Hinterland CO Emails

7. ORDINANCE

a. ORDINANCE NO. 01-2023 (Second Reading)

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL CONTROL NOS. (PCNs) 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY ON THE WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY; AND, COMPRISING APPROXIMATELY 25.909 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE BAKER SOUTHEAST YARD, LLC APPLICATION AND AS ATTACHED HERETO FROM COMM-COMMERCIAL FUTURE LAND USE DESIGNATION TO IND-INDUSTRIAL DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

**b. Small-Scale Future Land Use
Map (FLUM)/Comprehensive Plan Amendment**

**c. BAKER SOUTHEAST YARD – SOUTH BAY
City of South Bay Small-Scale Comprehensive Plan Map & Official
Zoning Map Amendments and Site Plan Review Applications**

d. Baker Southeast Yard-South Bay Existing Future Land Use Map

e. Baker Southeast Yard-South Bay Proposed Future Land Use Map

f. Notice of Proposed Land Use Ordinance

g. ORDINANCE NO. 02-2023 (Second Reading)

AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL CONTROL NOS. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PARCELS 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 ON THE SITE KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING APPROXIMATELY 25.909 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND

ATTACHED HERETO FROM B-1 RETAIL COMMERCIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

7.g. Re-Zoning/Official Zoning Map Amendment

7.g. BAKER SOUTHEAST YARD – SOUTH BAY
City of South Bay Small-Scale Comprehensive Plan Map &
Official Zoning Map Amendments and Site Plan Review
Applications

7.g. Baker Southeast Yard-South Bay Existing Zoning Map

7.g. City of South Bay Proposed Zoning Map

7.g. Notice of Proposed Zoning Ordinance

8. **ROSENWALD ELEMENTARY SCHOOL**

9. **FINANCE REPORT**

a. Accounts Payable Report

9.a. AP Report February 21, 2023

10. **CITY CLERK REPORT**

a. PBC Day March 7th and 8th

11. **CITY MANAGER REPORT**

a. March 7, 2023 City Commission Meeting Cancelled

b. City of South Bay PNC Mobile Branch Community Outreach

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, February 7, 2023
6:30PM

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

(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
 - b. Vector Disease Control International (Mosquito Control) Peter J. Obenauer, Ph.D
5. **ADJOURNMENT at 6:56pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, February 7, 2023
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 February 7, 2023 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
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**
 - a. Glades Live Matter (Lavita Holmes)
 - b. Glades Regional Superintendent (Angela Moore)/School Board Member-District 6 (Marcia Andrews)
 - c. 38th Annual Dr. MLK Oratorical Contest Winner
 - d. Baker Southeast yard-South bay (Hunter Campbell/Damien Portillo)
 - e. Strategic SMART Planning (Commissioner Esther Berry)
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION: NONE**

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: January 3, 2023
Approval of City Minutes: January 3, 2023

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – February 7, 2023

Moved by: Commissioner Berry
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. 01-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CONSIDERING A REQUEST FOR SITE PLAN REVIEW AND APPROVAL PURSUANT TO APPENDIX A, ARTICLE XXIII, SECTION 23.10, OF THE CITY'S CODE OF ORDINANCES ENTITLED "SITE PLAN REVIEW PROCEDURE", REQUESTING THE CITY TO APPROVE A UNITY OF TITLE; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor Barnard

Seconded by: Commissioner Berry

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

6.b. RESOLUTION NO. 02-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR PERIOD JANUARY 2022 TO DECEMBER 2022 AND APPROVING AN EIGHTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER LEONDRAE D. CAMEL; 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

Approval of City Managers Bonus \$10,000

Moved By: Commissioner Berry

Second By: Commissioner McKelvin

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

7. ORDINANCE**a. ORDINANCE NO. 01-2023 (Public Hearing) (First Reading)**

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL CONTROL NOS. (PCNs) 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY ON THE WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY; AND, COMPRISING APPROXIMATELY 25.909 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE BAKER SOUTHEAST YARD, LLC APPLICATION AND AS ATTACHED HERETO FROM COMM-COMMERCIAL FUTURE LAND USE DESIGNATION TO IND-INDUSTRIAL DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND 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

b. ORDINANCE NO. 02-2023 (Public Hearing) (First Reading)

AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL CONTROL NOS. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PARCELS 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 ON THE SITE KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING APPROXIMATELY 25.909 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM B-1 RETAIL COMMERCIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND 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

8. ROSENWALD ELEMENTARY SCHOOL**9. FINANCE REPORT**

- 9.a. Accounts Payable Report

10. CITY CLERK REPORT

- 10.a. Peppi Head Start "Peppi Head Start Civil Rights March" February 24th
10.b. Bicycle Ride & Breakfast with the Mayor February 18th at 7:15am
10.c. Youth Council

11. CITY MANAGER REPORT

- 11.a. UNICUS Rail and Consulting (update)
11.b. Minor Home Repair Program (10) (update)
11.c. USDA (update)
12.d. Charging Station (update)

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

- 13.a. Strategic Planning
13.b. Updates from PBSO (Sgt. Ortiz)

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. **Commissioner Taranza McKelvin**
 - Thank you, Announcements
- 14.b. **Commissioner John Wilson**
 - Thank you,
- 14.c. **Commissioner Esther Berry**
 - Thank you
- 14.d. **Vice Mayor Betty Barnard**
 - Thank you
- 14.e. **Mayor Joe Kyles**
 - Acknowledgements
 - Thank you

15. ADJOURNMENT 9:15pm

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 03-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CONSIDERING A REQUEST FOR SITE PLAN REVIEW AND APPROVAL PURSUANT TO APPENDIX A, ARTICLE XXIII, SECTION 23.10, OF THE CITY'S CODE OF ORDINANCES ENTITLED "SITE PLAN REVIEW PROCEDURE", FURTHER REQUESTING THAT THE CITY TO APPROVE A UNITY OF TITLE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the applicant, Baker Southeast Yard, LLC., is seeking site plan review and approval pursuant to Section 23.10 of the City of South Bay's ("City") Code of Ordinances with the intent to develop a contractor's storage and equipment lay-down yard on approximately 25.909 acres located in the southern portion of the City of South Bay along on the west side of US Highway 27, just south of the G2 Canal Road right-of-way (Folio Numbers 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of 58-36-44-23-01-000-0031 and 58-36-44-23-01-000-0072) within the city limits; and

WHEREAS, the parcels are proposed to be developed as one (1) site requiring a Unity of Title, attached hereto as Exhibit "A"; and

WHEREAS, City's Planning and Zoning staff have reviewed the request for site plan review and approval and have reviewed accompanying conditions and recommends approval; and

WHEREAS, notice requirements for consideration of the site approval request have been complied with in all respects prior to approval.

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. Request for Site Plan Approval and Unity of Title. The City Commission of the City of South Bay hereby determines that the Request for Site Plan Review and Approval and Unity of Title requesting that the City consider a site plan request pursuant to Section 23.10 of the City's Code of Ordinances regarding property located along on the west side of US Highway 27, just south of the G2 Canal Road right-of-way (Folio Numbers 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-

36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of 58-36-44-23-01-000-0031 and 58-36-44-23-01-000-0072), South Bay, Florida, is in substantial compliance with the requirements of Section 23.10, Article XXIII of the City's Code of Ordinances, the City's zoning code and the City's Land Development Regulations and is **approved** subject to the following conditions:

Conditions of Approval:

Based on the review and analysis described above, it is recommended that the proposed Baker Southeast Yard, LLC Site Plan be approved subject to the following conditions:

1. *Official action on the Site Plan shall be contingent upon review and approval of the Unity of Title by the City Attorney; and, the Site Plan shall not become effective until that has been accomplished and entered into the public record.*
2. *The maximum area allowed for the temporary Office facility (modular unit) shall not exceed 1500 square feet. If the owner at some time in the future desires to make this temporary facility a permanent structure, the owner shall provide a revised Site Plan identifying the permanent structure with dimensions and size for approval of the City Commission.*

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

PASSED and ADOPTED this 21st day of February 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)

Site Plan and Conditions of Approval

Applicant: BAKER SOUTHEAST YARD, LLC
Project Location: North of NW 4th Street, west of U.S. Highway 27 N. (Parcel 58-36-44-11-00-000-7090 and Parcel 58-36-44-11-00-000-7100)
Project Identifier: SB-Baker/Site Plan
Date: January 8, 2023

Baker Southeast Yard, LLC. has submitted a request for a Site Plan Review and approval to the City of South Bay with the intent to develop a contractor's storage and equipment lay-down yard in the City of South Bay. The 25.909 acre site containing Property Control Numbers (PCNs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PNCs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27, just south of the G2 Canal Road right-of-way. Access to the development site is proposed from U.S. Highway 27 N. The parcels are proposed to be developed as one (1) site.

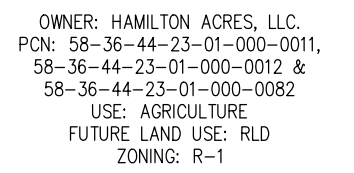
The subject property appears to be an ideal location for the light industrial activities proposed as part of the contractor's storage and equipment lay-down yard for reasons cited in their Application. The Warranty Deed and legal descriptions of the parcels have been provided as part of the Site Plan submittal. Access points to the site will be from U.S. Highway 27 N. to accommodate both auto and truck traffic. The site proposes open storage for an equipment yard lay-down yard with a modular office building and necessary parking. A significant portion of the site will be used as a retention pond (8.85 acres) .

The proposed Site Plan was reviewed for consistency with applicable City of South Bay Zoning Code regulations and other submittal requirements. Specifically, the proposed Site Plan was reviewed against the following Zoning Code regulations; ARTICLE XIV. I-L LIGHT INDUSTRIAL DISTRICT zoning district regulations; special regulations governing ARTICLE XXIII, ADMINISTRATION AND PROCEDURES, Sec. 23.10 C. Site Plan submittal requirements, ARTICLE XVIII. OFF-STREET PARKING AND LOADING REQUIREMENTS; ARTICLE XIX, LANDSCAPING REQUIREMENTS and ARTICLE XXI – SUPPLEMENTAL REGULATIONS, particularly Section 21.4 Performance Standards. The proposal was also reviewed for consistency with the SUBDIVISION/DEVELOPMENT APPLICATION requirements established by the City. Issues, concerns and comments regarding the proposed Site Plan have been prepared and communicated to the Applicant at various times throughout the review process.

Conditions of Site Plan Approval

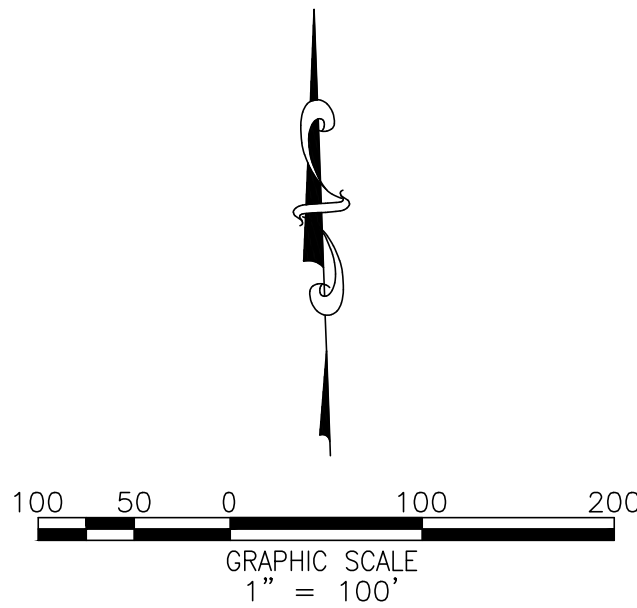
Based on the review and analysis described above, it is recommended that the proposed Baker Southeast Yard, LLC Site Plan be approved subject to the following conditions:

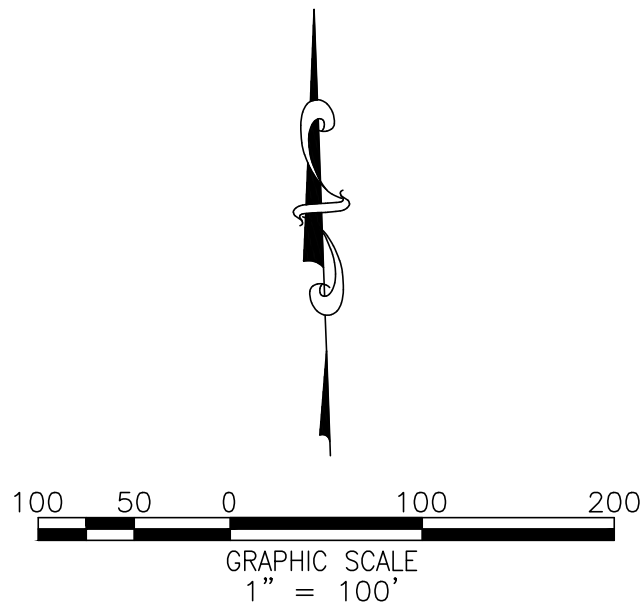
1. Approval of the Baker Southeast Yard, LLC Site Plan shall not become effective until the Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment and Re-Zoning of this site has been officially approved by the City Commission.
2. Official action on the Site Plan shall be contingent upon review and approval of the Unity of Title by the City Attorney; and, the Site Plan shall not become effective until that has been accomplished and entered into the public record.
3. The maximum area allowed for the temporary Office facility (modular unit) shall not exceed 1500 square feet. If the owner at some time in the future desires to make this temporary facility a permanent structure, the owner shall provide a revised Site Plan identifying the permanent structure with dimensions and size for approval of the City Commission.



SITE DATA	
APPLICATION NAME:	BAKER SOUTHEAST YARD - SOUTH BAY
APPLICATION NUMBER:	
ADDRESS:	1000 S US HIGHWAY 27, SOUTH BAY, FL 33493
EXISTING LAND USE DESIGNATION:	COMM - COMMERCIAL
PROPOSED LAND USE DESIGNATION:	IND - INDUSTRIAL
EXISTING ZONING DISTRICT:	B-1 - RETAIL COMMERCIAL
PROPOSED ZONING DISTRICT:	I-L - LIGHT INDUSTRIAL
SECTION/TOWNSHIP/RANGE:	23/44/36 E
PROPERTY CONTROL NUMBER(S):	58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022,
	58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024,
	58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026,
	A PORTION OF 58-36-44-23-01-000-0031 & A PORTION OF 58-36-44-23-01-000-0072
EXISTING USE(S):	VACANT (SITE DEVELOPMENT)
PROPOSED USE(S):	CONTRACTOR'S STORAGE YARD
GROSS SITE AREA:	25.909 AC
GROSS FLOOR AREA (FOR OFFICE TRAILER):	1,500 SF
REQUIRED PARKING:	24
CONTRACTOR'S STORAGE YARD:	2 SP/3 EMP @ 30 EMP + 1 SP/400 SF @ 1,500 SF
PROPOSED PARKING:	24
REQUIRED ACCESSIBLE PARKING:	1
PROPOSED ACCESSIBLE PARKING:	1
(INCLUDED IN TOTAL ABOVE)	

PROPERTY DEVELOPMENT REGULATIONS - I-L									
	MINIMUM LOT DIMENSIONS			FAR	BLDG. COVERAGE	SETBACKS			
	SIZE	WIDTH & FRONTAGE	DEPTH			FRONT	SIDE	STREET	REAR
REQUIRED	1 AC	100'	200'	0.45	N/A	40'	15'	25'	20'
PROPOSED	25.909 AC	630'	1,797.39'	<0.01	N/A	99'	24'	583'	1640'





PROPERTY DEVELOPMENT REGULATIONS - I-L									
	MINIMUM LOT DIMENSIONS			FAR	BLDG. COVERAGE	SETBACKS			
	SIZE	WIDTH & FRONTAGE	DEPTH			FRONT	SIDE	STREET	REAR
REQUIRED	1 AC	100'	200'	0.45	N/A	40'	15'	25'	20'
PROPOSED	25.909 AC	630'	1,797.39'	<0.01	N/A	99'	24'	583'	1640'

[illegible]

PALM BEACH COUNTY
SOUTH BAY, FLORIDA

GI DESIGN	EL DRAWN	BP CHKD
SCALE:	1" = 50'	
JOB No.:	011264-01-001	
DATE:	1/5/2023	

SHEET **SP-1**

PREPARED BY, RECORD & RETURN TO:

GARY SILBERMAN, P.A.
Gary Silberman, Esq.
2665 S. Bayshore Drive,
Suite 725
Coconut Grove, FL 33133
Phone No. (305) 285-0377

PCN Nos.: 58-36-44-23-01-000-0021, 58-36-44-23-01-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, & 58-36-44-23-01-000-0026, and portions of 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072)

City of South Bay
UNITY OF TITLE

The undersigned Property Owner(s), in consideration for certain development approvals granted by the City of South Bay, Florida ("City"), hereby agree to restrict the conveyance of:

SEE EXHIBIT "A"

(together, the "Property") in the following manner:

1. One Parcel. The applicant, Baker Southeast Yard, LLC, an Ohio limited liability company is seeking site plan review and approval pursuant to Section 20.10 of the City of South Bay's ("City") Code of Ordinances with the intent to develop a Contractor's Storage Yard on approximately 25.909 acres located in the southern portion of the City of South Bay along on the west side of US Highway 24 and just south of the G2 Canal Road right-of-way (Property Control Numbers 58-36-44-23-01-000-0021, 58-36-44-23-01-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, & 58-36-44-23-01-000-0026, and portions of 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) within the City limits. Said Property shall be considered as one lot and parcel of land, and that no portion of said lot and parcel of land shall be sold, conveyed, transferred, devised, divided, or assigned separately, except in its entirety as one lot or parcel of land, except as permitted herein.
2. Enforcement. Enforcement of this Unity of Title shall be by action against any parties or person violating any of the covenants set forth herein. The prevailing party in any action or suit pertaining to or arising out of this Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable attorneys' fees.
3. Covenant Running with the Land. The undersigned Property owner agrees that this condition, restriction, and limitation shall be deemed a covenant running with the land

and Property, and shall remain in full force and effect, and be binding upon the undersigned, and their heirs, grantees, successors and assigns.

4. Amendments, Modifications and Release. This Unity of Title shall become effective upon recordation in the Public Records of Palm Beach County, Florida. The provisions of this instrument may be amended, modified, or released by a written instrument executed by the (i) then Property Owner(s) AND (ii) the City Manager of the City, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary for the purposes herein intended. All amendments, modifications, or releases of this Unity of Title shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Palm Beach County, Florida in order for the amendment, modification, or release to be valid and effective.
5. Recorded. The undersigned further agrees that this instrument shall be recorded in the Public Records of Palm Beach County, at the Property Owner's expense, upon full execution.

Witnesses:

Property Owner:

SOUTH BAY DEVELOPERS, LLC, a
Florida limited liability company

[Signature]
Print Name: Daniel P. Wynn

By: Patrick Shawn Free
Print Name: Patrick Shawn Free
Title: Managing Partner

[Signature]
Print Name: Henry Conely

STATE OF FLORIDA}

COUNTY OF Palm Beach } SS:

The foregoing instrument was sworn to and subscribed before me on this 13 day of FEBRUARY, 2023, by means of [☒] physical presence or [☐] online notarization, by Patrick Shawn Free, as Managing Partner of South Bay Developers, LLC, a Florida limited liability company. He is [☒] personally known to me or [☐] has produced identification N/A (type of identification) and [☐] did or [☐] did not take an oath.

By: [Signature]

Notary Signature

Rick Volpe
(Print, type or stamp name)



[seal]

Commission No. _____

City Manager Approval:

By: _____

Date: _____

EXHIBIT "A"

The land referred to herein below is situated in the County of PALM BEACH, State of Florida, and described as follows:

A PARCEL OF LAND BEING LOCATED IN SECTION 23, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF STATE LOT 2 AND THE NORTH 100.00 FEET OF STATE LOT 7 OF THE PLAT BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, ENTITLED "LANDS FOR SALE IN THE EVERGLADES", DATED DECEMBER 1, 1916, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 25, ALSO KNOWN AS U.S. HIGHWAY 27, ACCORDING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93160-2507, SHEET 3 OF 5 SHEETS, DATED OCTOBER 28, 1975,

TOGETHER WITH:

THE EAST ONE HALF OF STATE LOT 3 AND THE NORTH 100.00 FEET OF THE EAST ONE-HALF OF STATE LOT 6 OF THE PLAT BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, ENTITLED "LANDS FOR SALE IN THE EVERGLADES", DATED DECEMBER 1, 1916.

LESS AND EXCEPT:

THE NORTH 130.00 FEET FOR CANAL AND ROAD RIGHT-OF-WAY.

SAID LAND LYING IN PALM BEACH COUNTY, FLORIDA.

RESOLUTION 04-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE MODERNIZATION OF COX PARK RECREATIONAL FACILITIES PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County entered into an Agreement (R2022-0707) with the City of South Bay dated October 1, 2021, to provide \$368,680 of Community Development Block Grant ("CDBG") funds for the implementation of improvements at the Cox Park, in the City of South Bay; and

WHEREAS, the City has completed its bidding process and requested additional CDBG funding in the amount of \$124,028 for a total project budget of \$492,708, to award the construction contract to the lowest responsive and responsible bidder; and

WHEREAS, both parties desire to modify the original Agreement to provide additional funding for implementation of the Cox Park project as being 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. The City Commission of the City of South Bay hereby authorizes the Mayor to execute Amendment 001 between Palm Beach County and the City of South Bay regarding the Modernization of Cox Park Recreational Facilities project, attached hereto as Exhibit "A."

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

PASSED and ADOPTED this 21st day of February 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)



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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry
Treasurer

John Wilson

Taranza L. McKelvin

Leondrae D. Camel
City Manager

Vicenta DelBosquez
City Clerk

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

Jonathan Brown, Director
Palm Beach County
Department of Housing & Economic Sustainability
100 Australian Avenue 5th Floor
West Palm Beach, Florida 33406

RE: Cox Parks ITB:2022-02 Funding Request

Dear Mr. Brown,

As you are aware that on June 7, 2022 the City Commission of the City of South Bay authorized the mayor to execute the Community Development Block Grant (CDBG) between Palm Beach County and the City of South Bay in the amount of \$368,680 for improvements for the Cox Park.

The City has a continuing Service agreement with Colome & Associates for the provision of services pursuant to the Consultants Competitive Negotiation Act (CCNA). The Architectural and Engineering services agreement was approved in the amount of \$43,778.56 for a multi-phase approach in improvements to Cox Park.

August 2022, the City advertised ITB 2022-02 for the Modernization of Cox Park as designed by the Architect of Record. On October 20, 2022 the City received a bid in the amount of \$423,517.91 from Rosso Site Development Inc. and from Close Construction in the amount of \$654,898.00. These two bids far exceeded the remaining balance of the CDBG funds of \$324,901.44.

The City is kindly requesting additional financial assistance to award this bid to the lowest responsible bidder and capture as much of this cost in the ever-increasing cost of construction averaging 5%-7%.

Budget Analysis:

CDBG Award	\$368,680.00
Architect	\$ 43,778.56
Lowest Bid	\$423,517.91
6% construction overruns	<u>\$ 25,411.07</u>

Difference	\$124,028.00
------------	---------------------

Your assistance in awarding this bid will maintain our HUD schedule and return the park to our residents.

Yours in Service,


Leondrae D. Camel
City Manager

**AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF SOUTH BAY**

Amendment 001 with an effective date of January 30, 2023, by and between **Palm Beach County** and the **City of South Bay**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2022-0707) with the City of South Bay dated October 1, 2021, to provide \$368,680 of Community Development Block Grant (CDBG) funds for the implementation of improvements at the Cox Park, in the City of South Bay; and

WHEREAS, the City has completed its bidding process and requested additional CDBG funding in the amount of \$124,028 for a total project budget of **\$492,708**, to award the construction contract to the lowest responsive and responsible bidder; and

WHEREAS, both parties desire to modify the original Agreement to provide additional funding for implementation of the Cox Park project, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 6: MAXIMUM COMPENSATION

Replace total authorized sum of "\$368,680" with "\$492,708"

C. SECTION 7: TIME OF PERFORMANCE

Replace "December 31, 2024" with "January 31, 2024"

C. EXHIBIT A: SECTION 1-G. PERFORMANCE REQUIREMENTS

Replace Performance Requirements in it's entirety with the following:

- | | |
|---|-------------------|
| • Award Construction Contract by: | February 28, 2023 |
| • Submit for 38% (\$187,229) Reimbursement Request by: | July 15, 2023 |
| • Complete Construction by: | December 31, 2023 |
| • Submit for 100% Reimbursement of remaining CDBG Funds by: | January 31, 2024 |

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 001 to be executed.

CITY OF SOUTH BAY

By: _____
Joe Kyles, Sr., Mayor

By: _____
Natalie Malone, City Clerk

By: _____
Attorney for Municipality
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: _____

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director



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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry
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John Wilson

Taranza L. McKelvin

Leondrae D. Camel
City Manager

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Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

Jonathan Brown, Director
Palm Beach County
Department of Housing & Economic Sustainability
100 Australian Avenue 5th Floor
West Palm Beach, Florida 33406

RE: Cox Parks ITB:2022-02 Funding Request

Dear Mr. Brown,

As you are aware that on June 7, 2022 the City Commission of the City of South Bay authorized the mayor to execute the Community Development Block Grant (CDBG) between Palm Beach County and the City of South Bay in the amount of \$368,680 for improvements for the Cox Park.

The City has a continuing Service agreement with Colome & Associates for the provision of services pursuant to the Consultants Competitive Negotiation Act (CCNA). The Architectural and Engineering services agreement was approved in the amount of \$43,778.56 for a multi-phase approach in improvements to Cox Park.

August 2022, the City advertised ITB 2022-02 for the Modernization of Cox Park as designed by the Architect of Record. On October 20, 2022 the City received a bid in the amount of \$423,517.91 from Rosso Site Development Inc. and from Close Construction in the amount of \$654,898.00. These two bids far exceeded the remaining balance of the CDBG funds of \$324,901.44.

The City is kindly requesting additional financial assistance to award this bid to the lowest responsible bidder and capture as much of this cost in the ever-increasing cost of construction averaging 5%-7%.

Budget Analysis:

CDBG Award	\$368,680.00
Architect	\$ 43,778.56
Lowest Bid	\$423,517.91
6% construction overruns	<u>\$ 25,411.07</u>

Difference	\$124,028.00
------------	---------------------

Your assistance in awarding this bid will maintain our HUD schedule and return the park to our residents.

Yours in Service,


Leondrae D. Camel
City Manager

RESOLUTION 05-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RESCINDING RESOLUTION #57-2022 AND ACCEPTING THE PROPOSAL FROM ROSSO SITE DEVELOPMENT, INC. IN RESPONSE TO ITB 2022-02, PERTAINING TO THE MODERNIZATION OF COX PARK RECREATIONAL FACILITIES; AUTHORIZING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") is in need of reconstructed roadways within its city limits; and

WHEREAS, Rosso Site Development, Inc. has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation To Bid #2022-02, for Modernization of Cox Park and Recreational Facilities, to perform said reconstruction work for the amount of Four Hundred Twenty-Three Thousand Five Hundred Seventeen & 91/100 Dollars (\$423,517.91); and

WHEREAS, the City Commission previously rejected all bids in response to Invitation to Bid #2022-02 pursuant to Resolution #57-2022, but now desires to rescind said resolution and accept the proposal from Rosso Site Development, Inc. pertaining to the modernization of Cox Park Recreational Facilities; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached hereto as Exhibit "A," with Rosso Site Development, Inc. and authorize execution of the agreement by the required City representatives; and

WHEREAS, the City Commission has determined that this Community Development Block Grant Program Project for the Parks Improvement and Reconstruction Project 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. Rescinding Resolution, Authorizing Execution. The City Commission of the City of South Bay hereby rescinds Resolution 57-2022 and further authorizes the execution of the agreement, attached hereto as Exhibit “A,” between the City of South Bay and Rosso Site Development, Inc. pertaining to Invitation to Bid 2022-02 and the modernization of Cox Park Recreational Facilities and to take all steps necessary 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 21st day of February 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)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2023, between:

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

and

ROSSO SITE DEVELOPMENT, 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 need of an independent contractor for improvements at Cox Park..
- 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 in the amount of Four Hundred Twenty-Three Thousand Five Hundred Seventeen and 91/100 Dollars (\$423,517.91) made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

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

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

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The

CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

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

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

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

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

ARTICLE 6

PROTECTION OF PROPERTY

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

ARTICLE 7

CONTRACTOR'S INDEMNIFICATION

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

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

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

ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be five percent (5%) of Bid amount.

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 CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, **CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 996-6751; sbcityclerk@southbaycity.com; 335 SW 2nd Avenue, South Bay, FL 33493.**

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: Joseph A. Rosso III, Vice President
Rosso Site Development, Inc.
1302 South J Street
Lake Worth, FL. 33460

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:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Joseph A Rosso III, Vice President

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

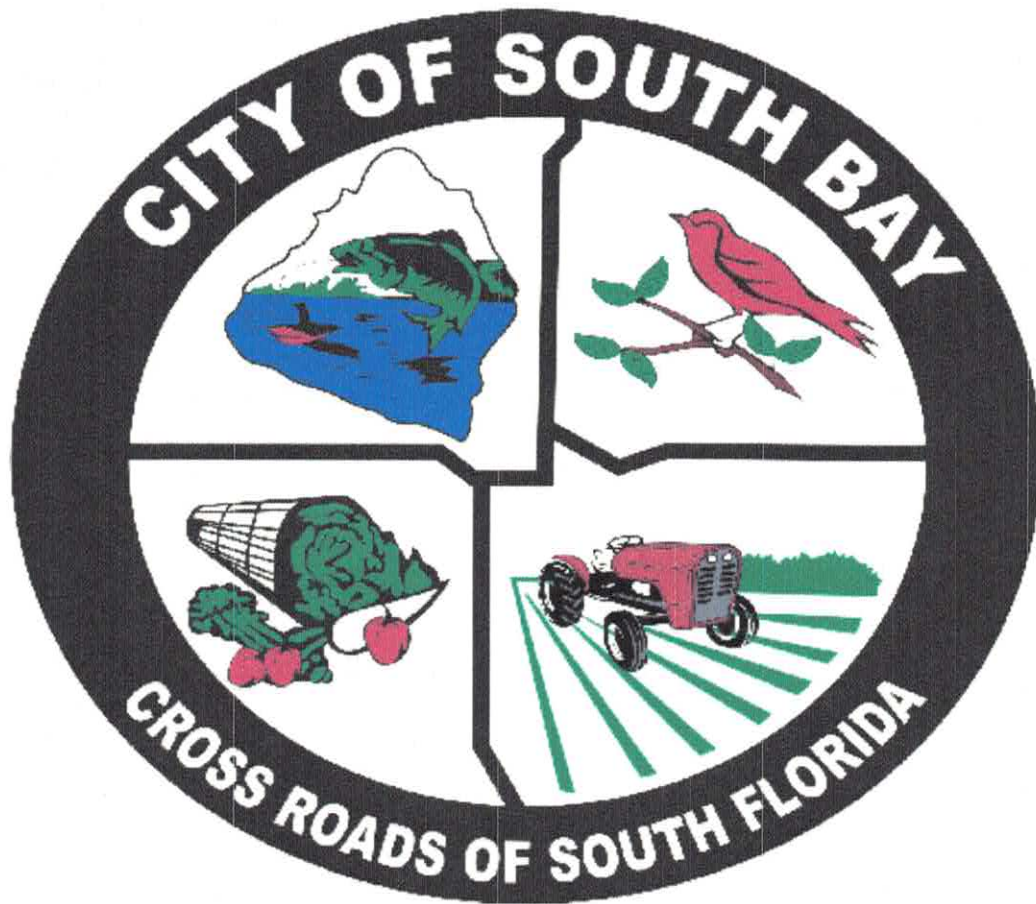
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official 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”
ITB 2022-22
and
STATEMENT OF
WORK**



INVITATION TO BID

FOR

MODERNIZATION OF PARKS AND RECREATIONAL FACILITIES

ITB NO: 2022-02

**CITY OF SOUTH BAY
335 SW 2ND AVENUE
SOUTH BAY, FLORIDA 33493**

City of South Bay
Cox Park Block Grant Improvements - Specifications

SECTION 00300 - FORM OF PROPOSAL

LUMP SUM

To: Mr. Leondrae Camel, City Manager, City of South Bay, his successor or assigns
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed Work and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

Rosso Site Development, Inc.

(Name of Bidder)

Proposes to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for the new construction at Cox Park City of South Bay, Florida.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents, in the manner prescribed therein and to the standards of quality and performance established by the Architect for the lump sum price stated in the spaces herein provided, for each of the items or combination of items stipulated. Lump sum price shall include implementation of all applicable safety requirements.

BASE BID

/100 Dollars

\$423,517.91

FOUR HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SEVENTEEN & 91/100
BID SECURITY

Accompanying this Bid is a certified or cashier's check or a bid bond in the amount of \$ 21,175.90 made payable to the Owner which may be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned fails to execute the Agreement and furnish and pay for the required performance and payment bonds for the Owner within 10 days after acceptance of the Bid; otherwise said certified or cashier's check or bid bond will be returned to the undersigned.

TIME

The undersigned Bidder agrees to commence work within 7 days after the date of written Notice to Proceed, to substantially complete the Work within the following number of consecutive calendar days after the date of written Notice to Proceed as follows, subject to such extensions of time allowed by the Conditions of the Contract, and to achieve Final Completion of the Work by no later than 14 days after the actual date of substantial completion for each phase.

Work shall be substantially complete within 120 days after the date of written Notice to Proceed. The undersigned Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

ADDENDA

FORM OF PROPOSAL

00300-1

City of South Bay
Cox Park Block Grant Improvements - Specifications

Bidder acknowledges the receipt of Addendum No.'s

1.	2.	3.	4.	5.
<u>09/09/2022</u>	_____	_____	_____	_____
(Date)	(Date)	(Date)	(Date)	(Date)

Dated this 20th day of October 2022.
(month) (year)

ALTERNATES

Alternate No. 1: Park Sign

(Deduct) \$ 0.00

Contractor:

Address:

SEAL

Rosso Site Development, Inc.

1302 S J Street

Lake Worth, FL 33460

By:

Joseph A. Rosso III

Title:

Vice President

Attachments:
Subcontractor List
Bid Security
Schedule of Values



END OF SECTION

City of South Bay
Cox Park Block Grant Improvements - Specifications

SECTION 00400 - SCHEDULE OF VALUES

A. DATE SUBMITTED: 10/20/2022

TO: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

RE: Cox Park Improvements

The following is a line item breakdown of the lump sum bid amount as shown on the Bid Form:

Having become familiar with conditions at the Project Site and having carefully examined the Bidding Documents, and the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, Specifications, Details, Schedules, Addenda, and Drawings, we propose to complete all work for the following sum:

I. BASE BID:

1.	General Requirements	<u>\$ 86,759.44</u>
2.	Sitework/Parking Lot	<u>\$69,072.03</u>
3.	Concrete	<u>\$35,584.07</u>
4.	Masonry	<u>\$0.01</u>
5.	Toilet Accessories	<u>\$3,300.00</u>
6.	Plumbing	<u>\$7,200.00</u>
7.	Electrical	<u>\$132,900.00</u>
8.	Barrier Rail	<u>\$31,950.56</u>
9.	Tubular Barrier Gates	<u>\$14,400.00</u>

A. SUB-TOTAL \$ 381,166.11

B. GENERAL CONTRACTOR OVERHEAD & PROFIT:

\$ 42,351.80

TOTAL CONTRACT PRICE (A + B) = \$ 423,517.91

ESTIMATED CONSTRUCTION TIME: FOUR HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SEVENTEEN $\frac{91}{100}$

All work shall be substantially complete within one hundred and twenty (120) calendar days and all work and requirements of the Contract Documents shall be fully and finally complete within twenty one (21) calendar days of substantial completion.

Dated this 20th day of October 2022
(month) (year)

SCHEDULE OF VALUES

00400-1

City of South Bay
Cox Park Block Grant Improvements - Specifications

ALTERNATES

Alternate No. 1: Sign

(Add) \$ 12,000.00

Contractor: Rosso Site Development, Inc.

By: Joseph A. Rosso III

Title Vice President

END OF SECTION

SCHEDULE OF VALUES

00400-2

City of South Bay
Cox Park Block Grant Improvements - Specifications

SECTION 00420 - LIST OF SUBCONTRACTORS

- I. SUBMITTAL - Submit in separate sealed envelope and label in accordance with instructions to Bidders.
- II. GENERAL WORK - Use "GC" for phases of work to be done by Bidder direct employees.

PHASE OF WORK	SUBCONTRACTOR
General Conditions	<u>GC</u>
Sitework/Parking Lot	<u>GC</u>
Concrete	<u>GC</u>
Masonry	<u>GC</u>
Toilet Accessories	<u>Go to Plumber</u>
Plumbing	<u>Go to Plumber</u>
Electrical	<u>Sportslighter Electric</u>
Barrier Rail	<u>Florida Roadway Guardrail & Signs</u>
Tubular Barrier Gates	<u>Florida Roadway Guardrail & Signs</u>

END OF SECTION

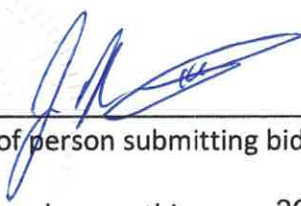
ROSSO

Site Development

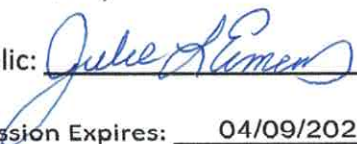
INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

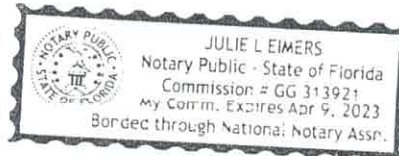
That Rosso Site Development, Inc. (Contractor/Company) By and through the undersigned Joseph A. Rosso III (Individual), Its Vice President (Title), respectively, agrees to indemnify and hold harmless the City of South Bay, a Florida Municipal Corporation, 335 SW 2nd Avenue, South Bay FL 33493 (hereinafter "City"), its Commissioners, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the following activity: All contract related work in the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Commission, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above- referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement exclude the sole acts and/or the sole omissions to act on the part of the City of South Bay.


(Signature of person submitting bid) Joseph A. Rosso III - VP

Subscribed and sworn this 20th day of October, 2022
before me, a Notary Public in and for said County.

Notary Public: 

My Commission Expires: 04/09/2023

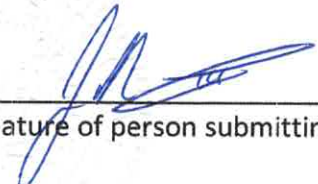


ROSSO

Site Development

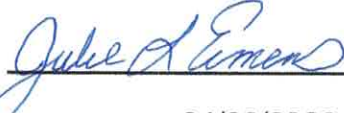
NON-COLLUSION AFFIDAVIT

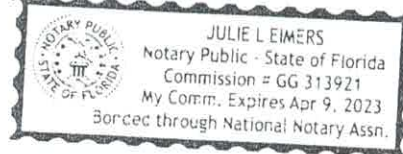
Joseph A. Rosso III being duly sworn deposes and says: That he/she is Vice President
(State official capacity in firm) The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of South Bay or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.


(Signature of person submitting bid) Joseph A. Rosso III - VP

Subscribed and sworn this 20th day of October, 2022
before me, a Notary Public in and for said County.

Notary Public:


My Commission Expires: 04/09/2023



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared Joseph A. Rosso III, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Vice President of Rosso Site Development, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2022-02 Project Name: Modernization of Parks and Recreational Facilities

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

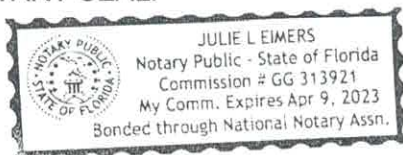
STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of October 2022 by

Joseph A. Rosso III, who is ☒ personally known to me or ☐ who has produced

N/A as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Julie L. Eimers
Notary Public-State of Florida

Commission No. GG313921

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Joseph A. Rosso III, who, after being by me first duly sworn, deposes and says:

- (1) I am Vice President of Rosso Site Development, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2022-02 Project Name: Modernization of Parks and Recreational Facilities

- (2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, City of South Bay as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

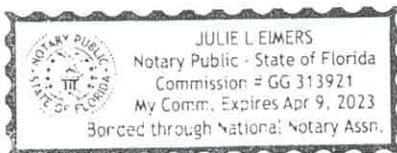
Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of October 2022 by

Joseph A. Rosso III, who is ☒ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Julie L. Eimers
Notary Public-State of Florida

Commission No. GG313921

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Joseph A. Rosso III, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the Vice President of Rosso Site Development, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1520819 Expiration Date: August 31, 2024
who submitted a proposal to perform work for the following project:

Contract #: 2022-02 Project Name: Modernization of Parks and Recreational Facilities

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

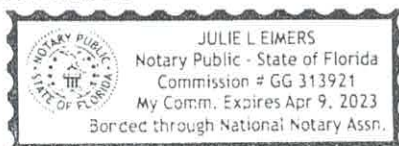
Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of October 2022 by

Joseph A. Rosso III, who is ☒ personally known to me or ☐ who has produced
N/A as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Julie L. Eimers

Notary Public-State of Florida

Commission No. GG313921

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Modernization of Parks and Recreational Facilities

Company Name and Address: Rosso Site Development, Inc.

1302 S J Street

Lake Worth, FL 33460



Signature

Joseph A. Rosso III, VP
Name and Title

10/20/2022
Date

WORKFORCE PROJECTION**PROJECT NAME:**

Modernization of Parks and Recreational Facilities

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☒ Asphalt Distributor
☒ Asphalt Paving Machine
☐ Asphalt Screed
☐ Backhoe
☐ Boom Auger Operator
☐ Bulldozer
☐ Concrete Curb Machine Operator
☐ Concrete Joint Saw Operator
☐ Concrete Pump
☐ Cranes with boom length less than 150 ft
☐ Cranes with boom length 150 ft and over
☐ Cranes, all tower cranes, and all
☐ Derrick, or Dragline
☐ Earthmover
☐ Excavator
☐ Forklift
☒ Front End Loader
☐ Grader/Blade
☒ Guardrail Erector
☐ Guardrail Erector
☒ Guardrail Post Driver
☐ Mechanic (type: _____)
☐ Milling Machine Grade Checker
☐ Milling Machine Operator
☐ Motor Grader
☐ Mulching Machine
☐ Oiler, Greaseman
☒ Pavement Striping Machine
☐ Pavement Striping Machine Nozzleman
☐ Pile driver
☐ Power Sub-grade Mixer
☒ Roller
☐ Scraper
☒ Sign Erector
☐ Small Tool Operator
☐ Tractor
☐ Trenching Machine
☒ Truck Driver (type: dump)
☐ Other:
☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
☐ Air Tool Operators
☒ Asphalt Rakers
☐ Bricklayer/Brickmason/Blocklayer
☐ Carpenter
☒ Cement Mason/Concrete Finisher
☐ Drywall Hanger
☐ Drywall Finisher/Taper
☐ Electrician
☐ Elevator Mechanic
☐ Fence Erector
☐ Form Setter
☐ Glazier
☐ Grade Checker
☐ HVAC Mechanic (type: _____)
☐ Ironworker - Ornamental
☐ Ironworker - Reinforcing
☐ Ironworker - Structural
☒ Laborer - Common or General
☐ Laborer - Roof Tear off
☐ Landscape and Irrigation laborer
☐ Lather
☐ Mason Tenders
☒ Painter
☐ Pipefitter (excluding HVAC pipe work)
☐ Pipelayer
☐ Plasterer
☐ Plasterers Tenders
☒ Plumber (excluding HVAC pipe)
☐ Plumber (including HVAC pipe)
☐ Roofer (including built-up, composition and single ply)
☐ Sheet Metal Worker (including HVAC duct work)
☐ Sprinkler Fitter (fire sprinkler)
☐ Terrazzo Worker Mechanic
☐ Tile Setter
☐ Traffic Control Specialist
☐ Traffic Signalization - Installer
☐ Traffic Signalization - Mechanic
☒ Unskilled Laborer
☐ Welder
☐ Other:

Submitted by:  Joseph A. Rosso III - VP

Date: 10/20/2022

Corporate Authority to Execute Bid

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Rosso Site Development, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 20th day of October, 2022, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between City of South Bay, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Joseph A. Rosso II (name), the Vice President (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required corporate formalities and have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 20 day of October, 2022.

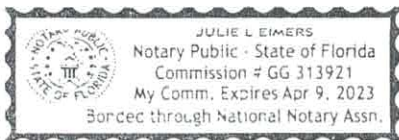
(CORPORATE SEAL)

(Signature)

Blair Rosso Simpson

(Print Signatory's name Its Secretary)

SWORN TO AND SUBSCRIBED before me this 20 day of October, 2022, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced N/A as identification and who did take an oath.



(Notary Signature)

Julie L. Eimers

(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires:
04/09/2023

ROSSO

Site Development

CORPORATE OFFICERS

Joseph Rosso II – President
111 Vassar Drive
Lake Worth, FL 33460
561-689-0889

Joseph Rosso III – Vice President/Treasurer
16356 Mayfair Dr E
Loxahatchee, FL 33470
561-689-0889

Blair R Simpson – Vice President/Secretary
366 Leigh Rd
West Palm Beach, FL 33405
561-689-0889

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: (Name, legal status and address)

Rosso Site Development, Inc.
1302 South J Street
Lake Worth, FL 33460

OWNER: (Name, legal status and address)

City of South Bay
335 SW 2nd Ave.
South Bay, Florida 33493

BOND AMOUNT: 5% of the Amount Bid

PROJECT: (Name, location or address, and Project number, if any)

COX PARK BLOCK GRANT IMPROVEMENTS
Project No. 201611

SURETY: (Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of October, 2022.

Rosso Site Development, Inc.

(Principal)

Joseph A Rosso III, Vice-President

(Title)

(Seal)

NGM Insurance Company

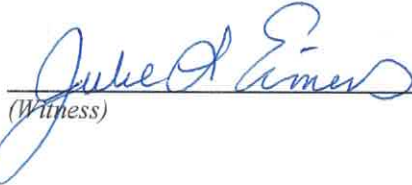
(Surety)

Lawrence Dwyer, Attorney-in-Fact

(Title)

(Seal)

Attorney-in-Fact


(Witness)


(Witness)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Lawrence T Dwyer**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lois K. Pente



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

19th day of October, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





Qualifications of Bidders

Rosso Site Development, Inc. is a heavy civil general contractor located in Lake Worth, Florida. We self-perform clearing and grubbing, excavation and embankment, subgrade, road base, asphalt paving, concrete paving, and minor storm water drainage.

Rosso Site Development, Inc., founded by Joe Rosso II, is a family owned and operated business that provides construction services to a broad range of clients, both public and private. We work primarily in the areas of site development, highway and road construction and pride ourselves as being one of the leading construction companies in Palm Beach County. RSD has successfully completed projects on both the city and county level as well as privately, leaving behind a reputation of quality and value. RSD is a licensed Certified General Contractor, Certified Underground Utility and Excavation Contractor, Paving Contractor and we have a full time Professional Engineer on staff licensed in the State of Florida and the State of North Carolina.

The Rosso Family brings over 60 years of combined construction experience and we take pride in the principles that have led to success – responding to clients' needs, maintaining a strong work ethic and staying abreast to the cutting edge in construction technologies and methods.

FIRM WORK HISTORY

Project Name: Lyons Road, Clint Moore Road to N of LWDD L-39 Canal

Contract Amt: \$3,227,842.74

Completion Date: May 2020

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopelakis
(561) 684-4180

Engineer: HSQ Group, Inc.
1489 West Palmetto Park Road, Suite 340
Boca Raton, FL 33486

Project Name: Hillsboro El Rio Park

Contract Amt: \$5,960,455.74

Completion Date: March 2020

Owner: City of Boca Raton
201 W. Palmetto Park Rd
Boca Raton, FL 33432
Mike Dyko
(561) 416-3413

Engineer: Keith & Schnars
6500 N Andrews Ave
Ft. Lauderdale, FL 33309

Project Name: 2nd Avenue South Roadway Improvements Project

Contract Amt: \$663,710.61

Start Date: February 26, 2018

Expected Completion Date: June 26, 2018

Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lafaso, Assistant Director of Public Services

Engineer: Matthews Consulting
477 S. Rosemary Ave
West Palm Beach, FL 33401

Project Name: Jones Creek Preserve

Contract Amt: \$324,733.00

Completion Date: October 2019

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopelakis
(561) 684-4180

Engineer: HSQ Group, Inc.
1489 West Palmetto Park Road, Suite 340
Boca Raton, FL 33486

Project Name: South Indian River Water Control District

Contract Amt: \$773,062.05

Completion Date: April 2019

Owner: South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, FL 33478
(561) 747-0550

Engineer: Amy Eason, PE
AECOM
2090 Palm Beach Lakes Blvd
West Palm Beach, FL 33404

Project Name: Center Street, Thelma Ave to Woodland Estates Drive

Contract Amt: \$1,486,882.17

Completion Date: February 2019

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
Steve O'Neil
(561) 684-4180

Engineer: Civil Design, Inc.
1400 Centrepark Blvd, Suite 905
West Palm Beach, FL 33401

Project Name: Lake Worth Neighborhood Road Program North J, K & M Streets

Contract Amt: \$5,237,438.96

Completion Date: December 6, 2018

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: Craven, Thompson and Associates Inc.

3563 NW 53rd Street

Fort Lauderdale, FL 33309

Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: 8th Avenue North Greenway Improvements Project North "A" Street to North "F" Street

Contract Amt: \$291,846.00

Start Date: TBD

Expected Completion Date: TBD

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: N/A

Project Name: Flavor Pict Road, from SR 7 to Lyons Road

Contract Amt: \$2,934,354.65

Start Date: September 6, 2018

Expected Completion Date:

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopalakakis

(561) 684-4180

Engineer: Stantec

2056 Vista Parkway, Suite 100

West Palm Beach, FL 33411

Project Name: Indiantown Road and Jupiter Farms Road Intersection Improvements

Contract Amt: \$1,496,853.75

Start Date: December 4, 2017

Expected Completion Date: June 2, 2018

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

Steve O'Neil

(561) 684-4180

Engineer: K-F Group, Inc.

12773 W Forest Hill Blvd, Suite 1217

Wellington, FL 33414

Project Name: Wallis Road, from E-3 Canal to Haverhill Road

Contract Amt: \$743,903.10

Start Date: September 5, 2017

Completion Date: April 2018

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
Steve O'Neil
(561) 684-4180

Engineer: Michael B. Schorah
1850 Forest Hill Blvd, Suite 206
West Palm Beach, FL 33406

Project Name: 5th Avenue South Bikeway and Pedestrian Trail Project

Contract Amt: \$566,389.47

Start Date: September 25, 2017

Completion Date: March 2018

Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso

Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: Coral Ridge Drive, S. County Regional Park N. Entrance to 750' North

Contract Amt: \$1,067,218.45

Start Date: 8-15-2017

Completion Date: 12-13-2017

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopalakakis
(561) 684-4180

Engineer: Arcadis US, Inc.
1500 Gateway Blvd, Suite 200
Boynton Beach, Florida 33426

Project Name: Neighborhood Street Program District 1, Year 1, Project 1

Contract Amt: \$930,324.23

Start Date: 8-7-2017

Completion Date: 12-5-17

Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso

Engineer: Mock Roos
5720 Corporate Way
West Palm Beach, FL 33407

Project Name: Connector Road, Lyons Road to Acme Dairy Road

Contract Amt: \$592,582.07

Expected Completion Date: Aug 2017

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopalakis

(561) 684-4180

Engineer: Civil Design, Inc.

1400 Centrepark Blvd, Suite 905

West Palm Beach, FL 33401

Project Name: South Shore Blvd. Northbound Right Turn Lane Extension at Pierson Road

Contract Amt: \$159,416.88

Start Date: 7-5-2017

Expected Completion Date: 9-3-2017

Owner: Village of Wellington

12300 Forest Hill Blvd

Wellington, FL 33414

Tom Lundeen

(561) 753-2454

Engineer: Mock Roos

5720 Corporate Way

West Palm Beach, FL 33407

Project Name: W 15th to 17th Street Mill & Resurface

Contract Amt: \$404,777.92

Start Date: 7-24-2017

Expected Completion Date: 11-21-2017

Owner: City of Riviera Beach

2391 Ave L

Riviera Beach, FL 33404

(561) 845-3472

Terrence Bailey, City Engineer

Engineer: Chen Moore

500 Australian Avenue South, Suite 530

West Palm Beach, FL 33401

Project Name: Lyons Road (Lantana Road to LWDD Canal L-14)

Contract Amt: \$4,307,684.35

Expected Completion Date: August 2017

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopalakis

(561) 684-4180

Engineer: HSQ Group, Inc.

1489 West Palmetto Park Road, Suite 340

Boca Raton, FL 33486

Project Name: 18th to 22nd Street
Contract Amt: \$714,654.45
Completion Date: April 2017
Owner: City of Riviera Beach
2391 Ave L
Riviera Beach, FL 33404
(561) 845-3472
Terrence Bailey, City Engineer
Engineer: Stantec
21301 Powerline Rd, Ste 311
Boca Raton, FL 33433

Project Name: Taxiway W
Contract Amt: \$3,558,817.62
Completion Date: January 2017
Owner: Palm Beach County Department of Airports
1000 PBIA, Suite 846
West Palm Beach, FL 33406-1412
Phone: (561) 471-7420
Cindy Portnoy
Engineer: CH2MHill
3001 PGA Blvd, Suite 201A
Palm Beach Gardens, FL 33410

Project Name: 6th Ave South
Contract Amt: \$334,985.37
Completion Date: May 2016
Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso
Engineer: Craven, Thompson and Associates Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

Project Name: Lyman Kayak Park
Contract Amt: \$153,255.48
Completion Date: March 2016
Owner: Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
(561) 540-5766
Linda Brien
Engineer: Calvin, Giordano & Associates, Inc.
560 Village Blvd, Ste 340
West Palm Beach, FL 33409

Project Name: 7th Ave South
Contract Amt: \$643,140.47
Completion Date: February 2016
Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso, Assistant Director of Public Services
Engineer: Matthews Consulting
477 S. Rosemary Ave
West Palm Beach, FL 33401

Project Name: Burns & Military
Contract Amt: \$1,382,527.84
Completion Date: July 2016
Owner: Palm Beach County
2300 N. Jog Rd
West Palm Beach, FL 33411
(561) 684-4180
Steve O'Neil, Chief Construction Coordinator
Engineer: Arcadis
2081 Vista Parkway
West Palm Beach, FL 33411

Project Name: NE 4th Street Parking Lot
Contract Amt: \$133,526.85
Completion Date: February 2016
Owner: Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy
Boynton Beach, FL 33435
(561) 600-9091
Michael Simon, Assistant Director
Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: Sea Pines Drainage Improvements
Contract Amt: \$162,997.00
Completion Date: November 2015
Owner: Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
(561) 540-5766
Linda Brien
Engineer: Matthews Consulting
477 S. Rosemary Ave
West Palm Beach, FL 33401

Project Name: ECR Grit Collection

Contract Amt: \$25,907.64

Completion Date: December 2015

GC: FL Drilling & Design
7733 Hooper Rd
West Palm Beach, FL 33411
(561) 818-3228
Jeff Holst

Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: South Shore Phase III

Contract Amt: \$1,882,298.54

Completion Date: November 2015

Owner: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
(561) 791-4052
Johnathan Reinsvold, Project Engineer

Engineer: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

Project Name: Gramercy Park

Contract Amt: \$705,224.35

Completion Date: August 2015

Owner: Palm Beach County – Facilities
2633 Vista Parkway
West Palm Beach, FL 33411
(561) 233-0208
Dave Dolan, Project Manager

Engineer: Stantec
21301 Powerline Rd, Ste 311
Boca Raton, FL 33433

Project Name: Historic Jupiter – Indiantown Trail

Contract Amt: \$499,231.80

Completion Date: August 2015

Owner: Palm Beach County
2300 N. Jog Rd
West Palm Beach, FL 33411
(561) 684-4180
Steve O'Neil, Chief Construction Coordinator

Engineer: Simmons & White
5601 Corporate Way
Wellington, FL 33407

Project Name: C23 Multiuse Path and Bridle Trail

Contract Amt: \$529,948.66

Completion Date: August 2015

Owner: Village of Wellington

12300 Forest Hill Blvd

Wellington, FL 33414

(561) 791-4052

Johnathan Reinsvold, Project Engineer

Engineer: Village of Wellington Engineering

12300 Forest Hill Blvd

Wellington, FL 33414

Project Name: N. County Landfill Customer Convenience Drop-off Center

Contract Amt: \$657,502.37

Completion Date: May 2015

Owner: Solid Waste Authority of Palm Beach County

7501 North Jog Rd

West Palm Beach, FL 33412

(561) 640-4000

Engineer: CDM Smith

1601 Belvedere Rd

West Palm Beach, FL 33406

Project Name: 7th Street Square

Contract Amt: \$643,781.47

Completion Date: June 2015

Owner: City of West Palm Beach

401 Clematis St, 4th Flr

West Palm Beach, FL 334061

(561) 494-1120

Tracy Ward, Project Engineer

Engineer: AECOM

2090 Palm Beach Lakes Blvd

West Palm Beach, FL 33404

Project Name: 10th Ave South Roadway Improvements Project

Contract Amt: \$235,676.13

Completion Date: January 2015

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lofaso, Assistant Director of Public Services

Engineer: Civil Design, Inc.

312 9th Street

West Palm Beach, FL 33401

Project Name: W. 37th Street Improvements

Contract Amt: \$335,034.59

Completion Date: November 2014

Owner: City of Riviera Beach

2391 Ave L

Riviera Beach, FL 33404

(561) 845-3472

Terrence Bailey, City Engineer

Engineer: Stantec

21301 Powerline Rd, Ste 311

Boca Raton, FL 33433

Project Name: Forget Me Not Farms

Contract Amt: \$678,520.16

Completion Date: January 2015

GC: Castle Florida Building Corp

150 N. Swinton Avenue, Ste 100

Delray Beach, FL 33444

Engineer: Alan Gerwig & Associates, Inc.

12798 W. Forest Hill Blvd, Ste 201

Wellington, FL 33414

Project Name: NE 1st Ave & NE 1st St & Sidewalk Connector

Contract Amt: \$527,265.89

Completion Date: September 2014

Owner: Boynton Beach Community Redevelopment Agency

710 N. Federal Hwy

Boynton Beach, FL 33435

(561) 600-9091

Michael Simon, Assistant Director

Engineer: Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: Congress Ave, Hypoluxo Rd to Donnelly Drive

Contract Amt: \$1,231,538.15

Completion Date: August 20, 2014

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Wantman Group, Inc.

2035 Vista Parkway, Ste 100

West Palm Beach, FL 33411

Project Name: Tidal Wave Industrial Park

Contract Amt: \$737,647.06

Completion Date: March 11, 2014

Owner: Tidal Wave Development Corp

1660 NW 19th Avenue

Pompano Beach, FL 33069

(954) 553-1488

Bill Johnson, Owner

Engineer: Calvin, Giordano & Associates, Inc.

560 Village Blvd, Ste 340

West Palm Beach, FL 33409

Project Name: Canton Rd Paving & Drainage Improvements

Contract Amt: \$163,984.12

Completion Date: March 5, 2014

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Civil Design, Inc.

312 9th Street

West Palm Beach, FL 33401

Project Name: Lift Station 7 Forcemain

Contract Amt: \$50,871.35

Completion Date: January 21, 2014

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lofaso, Assistant Director of Public Services

Engineer: Mock Roos

5720 Corporate Way

West Palm Beach, FL 33407

Project Name: Lynn Way Improvements

Contract Amt: \$330,101.26

Completion Date: 4/9/14

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: Civil Design, Inc.

312 9th Street

West Palm Beach, FL 33401

Project Name: Palm Beach Ejector Stations

Contract Amt: \$545,500.97

Completion Date: November 25, 2013

Owner: Town of Palm Beach

Murray Logan Construction

313 65th Trail N

West Palm Beach, FL 33413

(561) 686-3948

Kurt Kapsos

Engineer: Corzo, Castella, Carbello, Thompson, Salman PA

21301 Powerline Rd, Ste 311

Boca Raton, FL 33433

Project Name: Belvedere & Haverhill Intersection Improvements

Contract Amt: \$233,897.41

Completion Date: November 11, 2013

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: NW 1st Ct Sidewalk Improvements

Contract Amt: \$115,849.36

Completion Date: 10/28/13

Owner: City of Boca Raton

201 W. Palmetto Park Rd

Boca Raton, FL 33432

(561) 416-3402

Tony Puerta, Chief of Design

Engineer: City of Boca Raton Engineering

201 W. Palmetto Park Rd

Boca Raton, FL 33432

ONGOING PROJECTS

Project Name: Pine Island Park

Contract Amt: \$9,016,596.23

Start Date: October 2020

Expected Completion Date: September 2021

Owner: City of Plantation

400 NW 73rd Ave

Plantation, FL 33317

(561) 954-513-2357

Bryan Farrow, Project Manager

Engineer: Calvin, Giordano & Associates, Inc.

560 Village Blvd, Ste 340

West Palm Beach, FL 33409

Project Name: John Prince Park Campground
Contract Amt: \$2,778,411.36
Start Date: February 2020
Expected Completion Date: February 2021
Owner: Palm Beach County-Capital Improvements
2633 Vista Parkway
West Palm Beach, FL 33411
(561) 233-0208
Richard Avery, Project manager
Engineer: Michael B Schorah & Associates, Inc.
1850 Forest Hill Blvd, Ste 206
West Palm Beach, FL 33406

Project Name: Lake Worth – District 2, Year 4 Roadway Project
Contract Amt: \$2,316,601.39
Start Date: July 2020
Expected Completion Date: February 2021
Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lafaso, Assistant Director of Public Services
Engineer: Baxter & Woodman Consulting Engineers
477 S. Rosemary Ave, Suite 330
West Palm Beach, FL 33401

EXPERIENCE

See attached Resumes & Letters of Recommendation

STAFF RESOURCES

Field Employees including but not limited to laborers, operators, etc.
Foreman
Superintendent
Project Manager
Estimator
Professional Engineer
Administrative Staff Support

LICENSES

See attached licenses

DETAILS OF QUALIFICATIONS

See attached resumes

CURRENT CLIENT REFERENCES

Felipe Lofaso

Assistant Director of Public Services
City of Lake Worth
1749 3rd Ave South
Lake Worth, FL
(561) 586-1720
flofaso@lakeworth.org

Mike Dyko

City of Boca Raton
201 W. Palmetto Park Rd
Boca Raton, FL 33432
(561) 416-3413
Mdyko@ci.boca-raton.fl.us

Terrence Bailey

City Engineer
City of Riviera Beach
2391 Ave L
Riviera Beach, FL
(561) 840-4845
tbailey@rivierabch.com

Jeff Trompeter, PE

Owner – Civil Design, Inc.
1400 Centrepark Blvd #905
West Palm Beach, FL 33401
(561) 659-5760

Keith Jackson, PE

Vice President – Engenuity Group
1280 North Congress Ave
West Palm Beach, FL 33409
(561) 655-1151

EQUIPMENT OWNED

GMC Top Kick Water Truck
Magnum MWT Water Wagon
Bomag Mixer
John Deere 650J Dozer
Caterpillar D5K2 Dozer
Royal 80 Grader
Caterpillar 12H Grader
John Deere 670D Grader
John Deere 444K
Komatsu WA250-3MC Loader
John Deere 444K
Leeboy 8500

Dynapac Steel Wheel Roller
Hamm Vibratory Roller
Ingersoll Rand Roller
Ingersoll Rand SD100DTF Roller
Mauldin MT500 Tack Wagon
Ford F800 1950 Gallon Distributor
Ford New Holland 3930 Tractor
Ford New Holland 3930 Tractor
Kobelco Excavator SK-115
Case Excavator CX290



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY III

ROSSO SITE DEVELOPMENT, INC.

1302 SOUTH J STREET

LAKE WORTH BEACH FL 33460

LICENSE NUMBER: CGC1520819

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY III

ROSSO SITE DEVELOPMENT, INC.

1302 SOUTH J STREET

LAKE WORTH BEACH FL 33460

LICENSE NUMBER: CUC1225470

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY II

ROSSO SITE DEVELOPMENT, INC.
1302 SOUTH J STREET
LAKE WORTH FL 33460

LICENSE NUMBER: CUC1225294

EXPIRATION DATE: AUGUST 31, 2024

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**Construction Industry Licensing Board of
Palm Beach County**

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

BLAIR ROSSO SIMPSON
1302 S J ST
LAKE WORTH, FL 33460

Congratulations on obtaining your **PAVING CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

✂

Peter Ringle, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-22296	PAVING CONTRACTOR



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : BLAIR ROSSO SIMPSON
FIRM : ROSSO SITE DEVELOPMENT INC
DBA :
1302 S J ST
LAKE WORTH, FL 33460



Issued : 09/13/2021

Expiration date: 09/30/2023



**Construction Industry Licensing Board of
Palm Beach County**

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

JOSEPH A ROSSO
1302 S J ST
LAKE WORTH, FL 33460
UNITED STATES

Congratulations on obtaining your **PAVING COMMERCIAL CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.



Peter Ringle, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-16114	PAVING COMMERCIAL CONTRACTOR



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : JOSEPH A ROSSO
FIRM : ROSSO SITE DEVELOPMENT INC
DBA :
1302 S J ST
LAKE WORTH, FL 33460



Issued : 09/13/2021

Expiration date: 09/30/2023

Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY

1302 S J STREET
LAKE WORTH FL 33460

LICENSE NUMBER: PE70898

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1302 S J ST
LAKE WORTH FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	ROSSO III JOSEPH A	CGC1520819	B22.635521 8/18/2022	27.50	B40156788

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH FL 33460

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017100445
EXPIRES: 9/30/2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1302 S J ST
LAKE WORTH FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITIES CONTRACTOR	ROSSO II JOSEPH ANTHONY	CUC1225294	B22.635520 8/18/2022	27.50	B40156789

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH FL 33460

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017100444
EXPIRES: 9/30/2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1302 S J ST
LAKE WORTH FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITIES CONTRACTOR	ROSSO JOSEPH ANTHONY III	CUC1225470	B22.635573 8/18/2022	27.50	B40164666

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH FL 33460

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2019114854
EXPIRES: 9/30/2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Business License Division
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

City of Lake Worth Beach Business License 2022 – 2023

ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH BEACH FL 33460

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth Beach is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. **Business license is valid only with approved inspection.** If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth Beach's website at www.lakeworthbeachfl.gov.

Thank you.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Lake Worth Beach Business License 2022 – 2023

NON TRANSFERABLE

BUSINESS NUMBER: 0023170
BUSINESS NAME: ROSSO SITE DEVELOPMENT INC
BUSINESS ADDRESS: 1302 S J ST, LAKE WORTH BEACH FL 33460-5517

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
23-00046167	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL
23-00046168	30.011	SPECIALTY CONTRACTOR 1-6 EMP (BTR) 5 EMPLOYEES
23-00056854	30.031	SPECIALTY CONTRACTOR 11-20 EMP (BTR) UNDERGROUND UTILITY & EXCAVATION(JOSEPH ROSSO)
23-00056857	30.031	SPECIALTY CONTRACTOR 11-20 EMP (BTR) PAVING CONTRACTOR 20 EMPLOYEES (BLAIR ROSSO SIMPSON)

EXPIRES
SEPTEMBER 30th

2023

City of Lake Worth Beach Business License Division

1900 2nd Avenue North • Lake Worth Beach, Florida 33461

Business license is valid only with approved inspection.

Joseph A. Rosso III, PE

1302 South J Street • Lake Worth, FL 33460 • (561) 689-0889

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with an 8-year record of success overseeing all phases of multimillion-dollar construction projects for government and private-sector clients. Experience includes managing crews of up to 30 in highway, bridge, potable water, wastewater, concrete slab and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Infrastructure Improvement Projects
- High Security Construction
- Licensed PE (NC and FL)
- MOT Certified
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — Vice President, 2/2012 to present

Worked on estimating and field related activities associated with projects ranging in size from \$5,000 to \$5 million.

ROSSO PAVING & DRAINAGE, INC — Estimator / Project Manager, 2/2009 to 2/2013

Worked on estimating and field related activities associated with projects ranging in size from \$500 to \$5 million.

CIVIL DESIGN CONCEPTS — Project Engineer, 2006 to 2009

Worked under a professional engineer. Managed a team of 4 overseeing all design and permitting for projects ranging up to \$100 million.

Project Highlights

Recent Projects Only

Palm Beach International Airport (2009-2010) • Budget: \$6,000,000

Work consisted of two separate taxiway construction projects. These projects included but were not limited to clearing and grubbing, earthwork (+/- 100,000 cy), asphalt (+/- 14,000 tons), storm water drainage, and the demolition of a radar tower (+/- 60 ft tall). These projects were in a high security area, as they were located adjacent to active runways in an international airport.

Port of Palm Beach (2012) • Budget: \$1,600,000

Project Manager for the reconstruction of the wharf located between slips 2 and 3 at the Port of Palm Beach. The project demolition consisted of over 12,000 sy of asphalt and concrete, a building slab, and a water quality drainage pit and structure. The reconstruction of the slip entailed a 7,200 square yard concrete slab and 5,500 square yards of asphalt. The concrete slab was constructed per design to be 15" thick with a double mat of #4 rebar 12" on center. The concrete was of a special mix design which required the importing of granite stone to complete the project per the owner's request.

Palm Beach County (2010-2012) • Budget: \$5,000,000

Project Manager for the construction of Lyons Road between Boynton Beach Blvd and Atlantic Avenue. The work consisted of 3 miles of new 2 lane roadway 32' wide. The roadway crossed 5 Lake Worth Drainage District Canals, 4 of which required a 6'x10' precast rectangular box and the last we built a 70' long bridge.

Cherokee Indian School (2006-2009) • Budget: \$100,000,000

Project Engineer on first LEED Platinum project in America.

Education & Certifications

FLORIDA STATE UNIVERSITY (Tallahassee, FL) — **BS in Civil Engineering, 2004**

License Professional Engineer — Florida (active) and North Carolina (inactive)

Certified General Contractor — Florida (active)

MOT Certified

Joseph A. Rosso II

1302 South J Street • Lake Worth, FL 33460 • (561) 689-0889

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 28-year record of success overseeing all phases of multimillion-dollar construction projects for government and private-sector clients. Experience includes managing crews of up to 30 in highway, bridge, potable water, wastewater, concrete slab and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Infrastructure Improvement Projects
- High Security Construction
- OSHA Certified
- MOT Certified
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — Owner / Estimator / Project Manager, 2/2012 to Present

ROSSO PAVING & DRAINAGE, INC — Owner / Estimator / Project Manager, 6/1984 to 7/2013

Self Employed. Working on all estimating and field related activities associated with projects ranging in size from \$500 to \$5 million.

Project Highlights Recent Projects Only

Palm Beach International Airport (2009-2010) • Budget: \$6,000,000

Work consisted of two separate taxiway construction projects. These projects included but were not limited to clearing and grubbing, earthwork (+/- 100,000 cy), asphalt (+/- 14,000 tons), storm water drainage, and the demolition of a radar tower (+/- 60 ft tall). These projects were in a high security area, as they were located adjacent to active runways in an international airport.

Port of Palm Beach (2012) • Budgets: \$1,600,000

Project Manager for the reconstruction of the wharf located between slips 2 and 3 at the Port of Palm Beach. The project demolition consisted of over 12,000 sy of asphalt and concrete, a building slab, and a water quality drainage pit and structure. The reconstruction of the slip entailed a 7,200 square yard concrete slab and 5,500 square yards of asphalt. The concrete slab was constructed per design to be 15" thick with a double mat of #4 rebar 12" on center. The concrete was of a special mix design which required the importing of granite stone to complete the project per the owner's request.

Palm Beach County (2010-2012) • Budgets: \$5,000,000

Project Manager for the construction of Lyons Road between Boynton Beach Blvd and Atlantic Avenue. The work consisted of 3 miles of new 2 lane roadway 32' wide. The roadway crossed 5 Lake Worth Drainage District Canals, 4 of which required a 6'x10' precast rectangular box and the last we built a 70' long bridge.

Education & Certifications

UNIVERSITY OF TENNESSEE (Knoxville, TN) — BA in Political Science, 1984

OSHA Certified

MOT Certified

Blair Rosso Simpson

1302 South J Street • Lake Worth, FL 33460 • (561) 309-5949

CONSTRUCTION MANAGER

Results-oriented, hands-on construction manager with a 9-year record of successfully overseeing all phases of heavy civil construction projects for government and private-sector clients. Verifiable track record for the successful completion of multi-million dollar projects through coordinating trades, developing partnerships and building positive rapport with engineers, vendors and clients while maintaining costs. Versed in contract documents, change orders, design issue resolution, project related document preparation, material purchasing and site management. Experience managing multiple projects as the general contractor. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Stormwater Management Inspector
- Infrastructure Improvement Projects
- High Security Construction
- MOT Certified
- Change Order Management
- Contract Management
- Budgeting & Cost Controls
- Construction/Demolition Projects
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — Vice President. Project Management/Finance. 2012 to present
Project management and field supervision. Contract Administration, job costing including approval of all invoices pertaining to projects, progress schedule updates, scheduling subcontractors, pay application processing, scheduling of field crews. Manage and supervise projects ranging in size from \$5,000 to \$6.4 million.

Project Highlights

Recent Projects Only

Palm Beach County (2015) • Budget: \$1,338,246.21

Burns & Military - Road widening and overlay. Work on this project included clearing and grubbing, earthwork, subgrade, base rock, asphalt, sidewalk, curb & gutter, drainage, electrical, sodding, temporary striping.

Palm Beach County (2016) • Budget: \$4,307,307.30

Lyons Rd, Lantana to N of L-14 - Road widening, 2 lane Rd to a 4 lane Rd, in a school zone. Work on this project included clearing and grubbing, canal excavation, canal embankment, stabilized subgrade, base rock, sidewalk, curb, gravity wall, bridge demolition and construction, drainage, electrical, sodding, fencing and striping.

Indian Trails Improvement District (2017) • Budget: \$3,248,888.54

Acreage park – Park Construction. Work on this project included clearing and grubbing, earthwork, stabilized subgrade, baserock, concrete curb and sidewalk, asphalt sidewalks, running track, 2 parking lots asphalt, stamped asphalt, drainage, water, sewer, electrical, sports lighting, 3 buildings including a concession stand, Amphitheatre and electrical building, sod, fence and striping.

City of Lake Worth (2018) • Budget: \$6,414,667.33

Lake Worth Neighborhood Road Program North J, K & M Streets – Road Construction. Work on this project included clearing and grubbing, earthwork, stabilized subgrade, baserock, concrete curb and sidewalk, milling, asphalt, stamped asphalt, drainage, new waterline, sod, fencing and striping.

Education & Certifications

UNIVERSITY OF CENTRAL FLORIDA, (Orlando, FL) – BACHELOR OF SCIENCE, 2008

ATSSA MOT – TRAFFIC CONTROL SUPERVISOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION – STORMWATER MANAGEMENT INSPECTOR

State of Florida

Department of State

I certify from the records of this office that ROSSO SITE DEVELOPMENT, INC. is a corporation organized under the laws of the State of Florida, filed on February 3, 2012.

The document number of this corporation is P12000012228.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 21, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of March, 2022*



Ronald R. Lee
Secretary of State

Tracking Number: 1533345392CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 17, 2022

ROSSO SITE DEVELOPMENT, INC.
1302 SOUTH J STREET
LAKE WORTH, FLORIDA 33460

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Curb & Gutter, Driveways, Rip Rap, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II
for Alan Autry, Manager
Contracts Administration Office

AA:cg

RESOLUTION NO. 06-2023

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

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

WHEREAS, applicant Edjvon McCall, desires to hold a Multicultural Event and Festival on March 18, 2023; and

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

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

WHEREAS, Law Enforcement is requiring five (5) deputies and one (1) sergeant at premium pay through Palm Beach County Sheriff's Office Permits Office; and

WHEREAS, the applicant is required to provide the list of vendors and documents pertaining to state/county license to conduct business and liability insurance; and

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

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager.
The City Commission of the City of South Bay hereby approves the Special Event Application submitted by Edjvon McCall for Multicultural Event and Festival attached hereto as Exhibit "A." The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 21st day of February 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
SPECIAL EVENT APPLICATION**

Applicant and Host Organization Information

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

Host Organization Name: Her Soil is Her Fortune

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

Chief Officer: Edvan McCall

Host Organization website: _____

Address: 455 Janice Ave

City: South Bay State: Florida Zip Code: 33493

Phone: _____ Cell: 561-914-1670 Fax: _____

Email: jonboi39@outlook.com

For Profit: ☒

Non-Profit: ☐

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

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

First: Harvetha Last: Poube

Mailing Address: 1144 Virginia Lane

City: South Bay State: Florida Zip Code: 33493

Phone: _____ Cell: 561-449-1653

Email: _____

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

Event Information

Name of Event: South Bay Multi-Cultural Arts Festival
Is this an annual event? ☒ No ☐ Yes If yes, how many years has it been held? _____

Anticipated Attendance - The estimated number of people who will attend or watch your event.

Total 100 Per Day x _____ Number of event days = 100 Grand Total

Anticipated Participants - The estimated number of participants (staff, volunteers, vendors, etc) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Total 15 Per Day x _____ Number of event days = 20 Grand Total

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

Event Category

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

Event Location

☒ Tanner Park
☐ Cox Park

Streets or ROW, please specify: _____

Other, please specify: _____

Date/Time

Setup

Date: 3-18-23 Start Time: 12:00pm End Time: 12:00

Event Date

Date: 3-18-23 Start Time: 12:00pm End Time: 6:00

Move-out

Date: 3-18-23 Start Time: 12:00pm End Time: 6:00



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

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

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

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

Is the event open to the public?

☒ Yes
☐ No

Is there an admission fee? If yes, please provide amounts:

☒ No ☐ Yes
☐ Yes

Does your event involve the use of alcoholic beverages?

☒ Yes ☐ No

If yes, please check all that apply:

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

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

Sales Form and submit it along with this application.

Are there musical entertainment features related to your event?

☒ Yes ☐ No

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

Size and Number of Stage(s):

DJ

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

Will a sound check be conducted prior to the event?

☐ Yes ☐ No

If yes, Start time: _____ Finish time: _____

Will there be merchandise vending at your event?

☒ Yes ☐ No

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

How many vendors? 3

How many will need electric? 0

How much electric (in amps) does your vending area need? 0

Will you hire a private security company?

☐ Yes ☒ No

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

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

Does your event require overnight security?

☐ Yes ☒ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

If yes, please provide the name of company: Bance Nurse King

Will your event include fireworks or other pyrotechnics?

☐ Yes ☒ No

If yes, please describe: _____

Name of company: _____

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

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

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

Do you intend to cook food at your event?

☐ Yes ☒ No

If yes, please specify method:

☐ Gas

☐ Electric

☐ Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

☐ Other, please specify: _____

Do you intend to have food trucks at your event?

☒ Yes ☐ No

If yes, how many? 5



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

If yes, Total number of toilets: _____

Number of ADA accessible toilets: _____

Number of hand sinks: _____

Restroom Company: _____

Equipment Setup Date: _____

Time: _____

Equipment Pickup Date: _____

Time: _____

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

If yes, please describe: _____

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

If yes, please describe: Facebook, snapchat, flyers

Will there be live media coverage during the event? NO

If yes, please describe where you plan on parking the media: _____

Accessibility Plan

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

Sanitation & Recycling

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

Number of trash cans: 10

Number of recycling containers: 10

Number of dumpsters: 1

Sanitation Company: _____

Equipment Setup Date: _____

Time: _____

Recycling Company: _____

Equipment Setup Date: _____

Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: Her Gail is Her Fortune

Printed Name of Chief Officer: Edwina McCall

Title: Founder / President

Signature: [Signature] Date: 1-23-23

Print Name of Primary Contact: Harvetta Poole

Title: Event Planner

Signature: [Signature] Date: 1-23-23

Thank you for completing your Special Event Application.

Please submit your completed application along with a detailed site plan to the City Clerk's Office
335 SW 2nd Avenue, South Bay, FL 33493 or fax to: 561-996-7950

Incomplete, illegible, and/or unsigned applications will not be accepted.

**Submission of a Special Event Application constitutes a request to use City property
for the purpose of an event and does not guarantee event approval.**



FOR INTERNAL USE ONLY

Date Received: _____

Reviewed By: _____

Department: _____

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

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

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



Special Events Committee

Date: 1/31/23

Event Bay Day

Department Finance, Parks + Rec, Sheriff, Community Development
Public Works, Community Engagement

Departmental Report

Change Name

Parking designated areas

License

Insurance

Provide vendor list, map

Change hours

Respectful DJ

Contact King for layout help

5 deputies, 1 Sgt premium pay

Departmental Recommendation

Approve

5 ☒ Approve with conditions (explain) (5 deputies, 1 Sgt) license, insurance w/premium pay

1 ☐ Not approve Sgt Ortiz



FOR INTERNAL USE ONLY

Date Received: 1/24/23

Reviewed By: Nepoleon T. Collins

Department: Community Dev

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: Pending

City Manager Approval: Pending

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

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

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

NOTES NEPOLEON COLLINS 1/31/23

- 1) Provide Map
- 2) Provide Vendor list
- 3) Provide Liability Insurance
- 4) Revise Application

N.J.C.



FOR INTERNAL USE ONLY

Date Received: 1/24/23
Reviewed By: Caroline Larriss
Department: Community Engagement/City Manager
Reviewed By: _____ Phone# _____
Department: _____ Phone# _____
Reviewed By: _____
Department: _____ Phone# _____
Reviewed By: _____
Department: _____ Phone# _____
City Commission Approval: _____
City Manager Approval: _____
Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____
Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____
Facility Inspected: ☐ YES ☐ NO Date Inspected: _____
Facility Damaged: ☐ YES ☐ NO
List Damages: _____
Damages Charges: _____

Refund Request to Finance: ☐ YES ☐ NO Refund Request Date: _____
Refund check to Applicant: ☐ YES ☐ NO Date Applicant Refund Sent: _____

Caroline S. Larriss

NOTES CAROLINE LARRIS 1/31/23

- ① ADD application fee of \$75
- ② Change hours from 9am-7pm
Set up 9am-12pm Event 12pm-6pm hours
6-7pm traffic out
- ③ Provide vendor list, map of court set up
- ④ Change name
- ⑤ Insurance
- ⑥ Needs recommendations done by Feb 21st
to show that it's for real
- ⑦ 5 deputy 1 Sgt at Premium pay
- ⑧ Respectful DS
- ⑨ Get with King to provide insight to stage
set up and everything at Tanner Park
- ⑩ Revise application and application process
with specifics (parking, fee, security, license, time frame, etc)
- ⑪ Each vendor must have proper license
- ⑫ Expressed pouring back into the community
after the event
- ⑬ Parking in designated areas

Recommendations are red checkmarks

Caroline S. Larris



FOR INTERNAL USE ONLY

Date Received: 1/24/23

Reviewed By: King Kindred

Department: Parks & Recreation

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

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

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

King Kindred

NOTES KING KINDRED 1/31/23

Application Fee \$75

Must contact Park & Rec Department
on layout for event ie. setup.

Parks & Rec also have on the Application
designated city parking

Kj Kll



FOR INTERNAL USE ONLY

Date Received: 1/24/23
Reviewed By: Gabriel Horta
Department: Public Works
Reviewed By: _____ Phone# 561-494-5260
Department: _____ Phone# _____
Reviewed By: _____
Department: _____ Phone# _____
Reviewed By: _____
Department: _____ Phone# _____
City Commission Approval: _____
City Manager Approval: _____
Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____
Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____
Facility Inspected: ☐ YES ☐ NO Date Inspected: _____
Facility Damaged: ☐ YES ☐ NO
List Damages: _____
Damages Charges: _____

Refund Request to Finance: ☐ YES ☐ NO Refund Request Date: _____
Refund check to Applicant: ☐ YES ☐ NO Date Applicant Refund Sent: _____

NOTES GABRIEL HORTA 1/31/23

- * Change the Name of Event.
- * having proper Security for big Event.
- * Make sure there is enough trash cans for event.
- * Have a layout of event.
- * Make sure vendor are licensed
- * Make sure they have insurance.



FOR INTERNAL USE ONLY

Date Received: 1/24/23

Reviewed By: _____

Department: Finance

Reviewed By: [Signature] Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

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

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

NOTES CLAUDIA CANO 1/31/23

Must provide vendor list and documents pertaining to state/county license to conduct business; license from DBPR or DACS and liability insurance

Claudia Cano



FOR INTERNAL USE ONLY

Date Received: 1-24-2023

Reviewed By: Sgt. Ortiz

Department: PRSO

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

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

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

Sgt. J. Ortiz

Regarding the Special Event application submitted by Mr. McCall for an event that is to take place on 03/18/23, although Mr. McCall was very cordial, **PBSO does not recommend approval** and has some reservations which are as follows:

- The lack of specific attendance/crowd size.
- Proper vetting of vendors which are to participate.
- Alcohol consumption.
- Folks from other cities which may arrive to create problems.
- General lack of specifics for the event.
- Parking issues on SW 1st Ave and SW 2nd Ave.

If the city were to approve the event, PBSO would insist that the following be adhered to for the safety of those in attendance and the citizens of South Bay:

- The hiring of five (5) deputies and one (1) Sergeant at **Premium Pay** through the PBSO Permits Office.
- The understanding with the applicant and event organizers that if the event becomes a public safety risk, PBSO reserves the right to shut down the event.
- Continued communication with PBSO on the above concerns.



PBSO Sgt. Ortiz

RESOLUTION 07-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING CHANGE ORDER NO. 1 FROM HINTERLAND GROUP INC. FOR THE SW 10TH AVENUE ROAD AND SEWER IMPROVEMENTS PROJECT FROM MLK BLVD. TO S. TERMINUS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") and Palm Beach County Water Utilities Department ("PBCWUD") entered into an Interlocal Agreement for Eight Hundred Eighty-Four Thousand Nine Hundred Dollars (\$884,900.00) on December 8, 2021, whereby PBCWUD would reimburse the City for replacing the water transmission and sewer collection system when the City reconstructed and resurfaced the SW 10th Avenue road segment funded by the Florida Department of Transportation as Project No. 442025-1-54-01; and

WHEREAS, Hinterland Group Inc. was awarded the construction contract and given notice to proceed on April 11, 2022; and

WHEREAS, the work is nearly complete, however, certain quantity overruns and additional sewer lateral work is needed; and

WHEREAS, PBCWUD has negotiated with Hinterland Group and approved the addition cost changes pursuant to PBCWUD's Memorandum of December 20, 2022 for an additional amount of One Hundred Forty Thousand Eight Hundred Ninety-Eight Dollars and 11/100 (\$140,898.11); and

WHEREAS, City Commission finds that approving the proposed Change Order No. 1 from Hinterland Group Inc. 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. Approval of Change Order. The City Commission of the City of South Bay hereby approves Change Order No. 1 from Hinterland Group for the SW 10th Avenue Road Water and Sewer Improvements Project from MLK Blvd. to S. Terminus, attached hereto as Exhibit "A."

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

PASSED and **ADOPTED** this 21st day of February 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)



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: December 20, 2022

TO: Michael W. Jones
Senior Assistant County Attorney

FROM: Michael Rezk, PE, PMP. *MR*
Professional Engineer, Engineering Division, Water Utilities Department
12/20/2022

THRU: Jackie Michels, P.E. *JM*
Project Manager, Engineering Division, Water Utilities Department

RE: Exhibit A – Memorandum for Interlocal – Request for Approval

Project: **City of South Bay SW 10th Avenue Reconstruction – Utility Replacement**
WUD # 21-010, FDOT # 442025-1-54-01

On December 08, 2021, Palm Beach County Water Utilities Department (PBCWUD) entered into an agreement with the City of South Bay (City) for \$884,900.00 to replace the existing 6" transmission water main and the existing 8" transmission sanitary sewer gravity main while the Florida Department of Transportation (FDOT) is reconstructing SW 10th Avenue from Martin Luther King Boulevard to South Terminus.. However, due to unforeseen conditions, additional amount of \$140,898.11 will be needed to cover for the following:

1. Sanitary sewer lateral services conflicts change order in the amount of \$53,694.11.
2. Bid item quantities overrun in the amount of \$87,204.00.

Thanks you!

Attachments:

1. Exhibit A – Memorandum of the Interlocal Agreement.
2. Sanitary sewer lateral services conflicts change order cost estimate.
3. Bid item quantities overrun cost breakdown.

EXHIBIT A – MEMORANDUM

In accordance with the Interlocal Agreement between Palm Beach County and the City of South Bay Relating to Coordination of Road and Utility Construction (County Resolution No. R2016-0891) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of South Bay the amount of \$140,898.11 for utility construction, relocation, and/ or adjustment in conjunction with City Project No. 442025-1-54-01. Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

gm By: Ali Bayat
County Administrator or Designee

Date: 1/10/2023

WATER UTILITIES DEPARTMENT APPROVAL

By: Joany Breton
Director of Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Michael W.
By: Jones
County Attorney

 Digitally signed by Michael W. Jones
DN: c=org, DC=pbcgov, OU=Enterprise,
OU=ATT, OU=Users, CN=Michael W.
Jones, E=M.Jones@pbcgov.org
Reason: I am the author of this document
Date: 2023.01.05 13:56:02-05'00'



Change Order Proposal

To: City of South Bay
Attn: Michael Rezk, PBC; Mohan Thampi CAP

Date: October 10, 2022
Revised:
Proposal No: 001
HG Project No: 21-0297-00

Project: South Bay SW 10th Ave Rd Water and Sewer Improvements

Description:

Contractor is dealing with routine unforeseen circumstances in efforts to install sewer lateral services. Laterals are not located where shown on plans/drawings, and in most instances are off both in location and in existing route. Laterals have been found running through neighboring private properties prior to running to location of sewer main. Crews are expending additional efforts to rectify the unknowns and also the issues with routing onsite with PBC inspector.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time-Day
1	STA 18+30 Lateral extended into property line for proper pitch					
	Additional Crew Time	2.5000	HR	\$595.00	\$1,487.50	2
	Additonal MOT, Road Maintenance (per additional day)	0.3125	EA	\$200.00	\$62.50	
	Material	1.0000	LS	\$0.00	\$0.00	
2	STA 19+90 Conflict of Ex WM. Temp tie in. Need to come back					
	Additional Crew Time	6.5000	HR	\$595.00	\$3,867.50	3
	Additonal MOT, Road Maintenance (per additional day)	0.8750	EA	\$200.00	\$175.00	
	Material	1.0000	LS	\$0.00	\$0.00	
3	STA 21+20 Existing unknow drainage conflict					
	Additional Crew Time	6.0000	HR	\$595.00	\$3,570.00	3
	Additonal MOT, Road Maintenance (per additional day)	0.7500	EA	\$200.00	\$150.00	
	Material	1.0000	LS	\$0.00	\$0.00	
4	STA 22+68 Existing lateral under existing Water conflict					
	Additional Crew Time	2.5000	HR	\$595.00	\$1,487.50	2
	Additonal MOT, Road Maintenance (per additional day)	0.3120	EA	\$200.00	\$62.40	
	Material	1.0000	LS	\$0.00	\$0.00	
5	STA 22+26 Unknown 18" drainage conflict					
	Additional Crew Time	4.0000	HR	\$595.00	\$2,380.00	2
	Additonal MOT, Road Maintenance (per additional day)	0.5000	EA	\$200.00	\$100.00	
	Material	1.0000	LS	\$0.00	\$0.00	
6	STA 25+06 Lot 11 and 10 (West side) Tied into each other exploratory excavation					
	Additional Crew Time	13.0000	HR	\$595.00	\$7,735.00	3
	Additonal MOT, Road Maintenance (per additional day)	1.6250	EA	\$200.00	\$325.00	
	Material	1.0000	LS	\$0.00	\$0.00	
7	STA 25+08 Lot 10 and 11 (East side) Drainage conflict and reroute lateral on private property					
	Additional Crew Time	13.0000	HR	\$595.00	\$7,735.00	3
	Additonal MOT, Road Maintenance (per additional day)	1.6250	EA	\$200.00	\$325.00	
	Material	1.0000	LS	\$0.00	\$0.00	
8	STA 25+18 Drainage conflict and reroute lateral on private property					
	Additional Crew Time	6.5000	HR	\$595.00	\$3,867.50	3
	Additonal MOT, Road Maintenance (per additional day)	0.8125	EA	\$200.00	\$162.50	
	Material	1.0000	LS	\$0.00	\$0.00	



Change Order Proposal

To: City of South Bay
Attn: Michael Rezk, PBC; Mohan Thampi CAP

Date: October 10, 2022
Revised:
Proposal No: 001
HG Project No: 21-0297-00

9	STA 25+68 Lateral drainage conflict					
	Additional Crew Time	6.0000	HR	\$595.00	\$3,570.00	2
	Additonal MOT, Road Mainentence (per additional day)	0.7500	EA	\$200.00	\$150.00	
	Material	1.0000	LS	\$0.00	\$0.00	
10	STA 27+28 Lateral Drainagae conflict					
	Additional Crew Time	6.0000	HR	\$595.00	\$3,570.00	2
	Additonal MOT, Road Mainentence (per additional day)	0.7500	EA	\$200.00	\$150.00	
	Material	1.0000	LS	\$0.00	\$0.00	
11	STA 27+29 Lot 7 and 6 tied together exploratory excavation/Reroute					
	Additional Crew Time	8.0000	HR	\$595.00	\$4,760.00	2
	Additonal MOT, Road Mainentence (Per additional day)	1.0000	EA	\$200.00	\$200.00	
	Material	1.0000	LS	\$0.00	\$0.00	
Qualifications:				Subtotal:	\$45,892.40	
Removal of unknown obstructions not included.				15% Markup	\$ 6,883.86	
Removal of unknown conflicts not included.				% Bond:	\$ 917.85	
Permits and permit fees not included.				Total:	\$ 53,694.11	27
Delays due to inspections not included.						

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
 Electronic locating services of any kind are not included.
 Asphalt Restoration will be based on the number of locations required.

Quantities Overrun Cost Breakdown

Project Name: Southwest 10th Avenue South Bay Water Main Replacement
PBCWUD No. 21-010
FDOT No. 442025-1-54-01

	Item No.	Description of Item	Contract Quantities	UNIT	UNIT PRICE	Quantities to Date	Quantities Overrun to Date	Quantities overrun Cost
	WUD-6	Density Tests	34	EA	\$130.00	37	3	\$390.00
	WUD-22	6" Mechanical Joint Restraint for DIP	10	EA	\$420.00	14	4	\$1,680.00
	WUD-23	8" Mechanical Joint Restraint for DIP	6	EA	\$625.00	62	56	\$35,000.00
	WUD-41	De-mucking with Imported Clean Fill	1,500	CY	\$89.00	1900	400	\$35,600.00
		Subtotal						\$72,670.00
		Contengincy 20%						\$14,534.00
		Total						\$87,204.00



CITY OF SOUTH BAY
335 SW 2nd Ave, South Bay, FL 33493
CHANGE ORDER NO. 1

Page 1 of 6

City Agreement No. ITB 2021-02 Change Order No. 1 Date 1/17/2023
Project Name: SW 10th AVENUE Road Water & Sewer Improvements from MLK Blvd. to S. Terminus
Contractor: HINTERLAND GROUP, INC., 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404

DESCRIPTION OF WORK: City of South Bay and Palm Beach County Water Utilities Department (PBCWUD) entered into a interlocal joint participation agreement for \$884,900.00 last December 8, 2021 where PBCWUD would pay for replacing the water transmission and sewer collection system when City of South Bay reconstructed and resurfaced the SW 10th Avenue road segment funded by FDOT as Project No. 442025-1-54-01. Hinterland Group, Inc. was awarded the construction contract and given the notice to proceed on April 11, 2022. The water and sewer work is nearly complete. However, there were some quantity overruns and additional sewer lateral work. PBCWUD has negotiated with Hinterland Group and approved the additional cost changes as per the December 20, 2022 interlocal agreement memorandum. The additional work is described as follows:

1. **PBCWUD Exhibit A -Memorandum for Interlocal Agreement for WUD#21-010 and FDOT #442025-1-54-01 dated December 20, 2023 and executed on January 10, 2023:** The additional water and sewer work pay items and time extension negotiated (see attached memorandum) are summarized as follows:

(a) Sanitary Sewer lateral services conflicts change order amount = \$53,694.11

(b) Bid Item Quantity Overruns for WUD-6; WUD-22; WUD-23; and WUD-41 plus 20% Contingency = \$87,204.00

PBCWUD will reimburse South Bay an additional amount up to **\$140,898.11** per this change order.

CITY APPROVAL: South Bay City Manager requests the City Commission to approve this change order for the items funded by PBCWUD.

Requested time extension for additional work described above from current final completion date: 39 calendar days for 27 workdays.

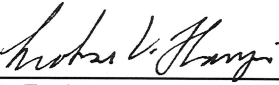
CONSTRUCTION AMOUNT CONTRACTED CURRENTLY: \$1,628,000

TOTAL INCREASE IN COST for Change Order No. 1: \$140,898.11

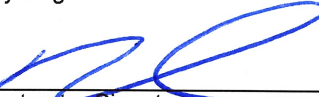
REVISED TOTAL COST OF CONTRACT PER CHANGE ORDER NO. 1: \$1,768,898.11

TIME: A Notice to Proceed to the Contractor for the work was first issued on April 11, 2022, with a current final completion date of April 7, 2023. With this Change Order No. 1, the contract is extended another 39 days to **May 16, 2023**.

The City and the Contractor agree that the ITB2021-02 contract time adjustment and sum agreed to in this document constitutes full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in this document.


City Engineer

Printed Name: Mr. Mohan Thampi
Title: City Engineer
Date: 1/17/2023


Contractor Signature

Printed Name: Mr. Daniel Duke, III
Title: President, Hinterland Group, Inc.
Date: 1/17/2023

City Signature

Printed Name: Mr. Leondrae Camel
Title: City Manager – City of South Bay
Date: _____



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: December 20, 2022

TO: Michael W. Jones
Senior Assistant County Attorney

FROM: Michael Rezk, PE, PMP. *MR*
Professional Engineer, Engineering Division, Water Utilities Department
12/20/2022

THRU: Jackie Michels, P.E. *JM*
Project Manager, Engineering Division, Water Utilities Department

RE: Exhibit A – Memorandum for Interlocal – Request for Approval

Project: **City of South Bay SW 10th Avenue Reconstruction – Utility Replacement**
WUD # 21-010, FDOT # 442025-1-54-01

On December 08, 2021, Palm Beach County Water Utilities Department (PBCWUD) entered into an agreement with the City of South Bay (City) for \$884,900.00 to replace the existing 6" transmission water main and the existing 8" transmission sanitary sewer gravity main while the Florida Department of Transportation (FDOT) is reconstructing SW 10th Avenue from Martin Luther King Boulevard to South Terminus.. However, due to unforeseen conditions, additional amount of \$140,898.11 will be needed to cover for the following:

1. Sanitary sewer lateral services conflicts change order in the amount of \$53,694.11.
2. Bid item quantities overrun in the amount of \$87,204.00.

Thanks you!

Attachments:

1. Exhibit A – Memorandum of the Interlocal Agreement.
2. Sanitary sewer lateral services conflicts change order cost estimate.
3. Bid item quantities overrun cost breakdown.

EXHIBIT A – MEMORANDUM

In accordance with the Interlocal Agreement between Palm Beach County and the City of South Bay Relating to Coordination of Road and Utility Construction (County Resolution No. R2016-0891) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of South Bay the amount of \$140,898.11 for utility construction, relocation, and/ or adjustment in conjunction with City Project No. 442025-1-54-01. Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

gm By: Ali Bayat
County Administrator or Designee

Date: 1/10/2023

WATER UTILITIES DEPARTMENT APPROVAL

By: Joony Breton
Director of Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Michael W.
By: Jones
County Attorney

 Digitally signed by Michael W. Jones
C=org, DC=pbcgov, OU=Enterprise,
E=Michael W. Jones, E=M.Jones@pbcgov.org
Reason: I am the author of this document
Date: 2023.01.05 13:56:02-05'00'



Change Order Proposal

To: City of South Bay
Attn: Michael Rezk, PBC; Mohan Thampi CAP

Date: October 10, 2022
Revised:
Proposal No: 001
HG Project No: 21-0297-00

Project: South Bay SW 10th Ave Rd Water and Sewer Improvements

Description:

Contractor is dealing with routine unforeseen circumstances in efforts to install sewer lateral services. Laterals are not located where shown on plans/drawings, and in most instances are off both in location and in existing route. Laterals have been found running through neighboring private properties prior to running to location of sewer main. Crews are expending additional efforts to rectify the unknowns and also the issues with routing onsite with PBC inspector.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time-Day
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	Additional Crew Time	2.5000	HR	\$595.00	\$1,487.50	2
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	Material	1.0000	LS	\$0.00	\$0.00	
2	STA 19+90 Conflict of Ex WM. Temp tie in. Need to come back					
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	Additonal MOT, Road Maintenance (per additional day)	0.8750	EA	\$200.00	\$175.00	
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	Material	1.0000	LS	\$0.00	\$0.00	
4	STA 22+68 Existing lateral under existing Water conflict					
	Additional Crew Time	2.5000	HR	\$595.00	\$1,487.50	2
	Additonal MOT, Road Maintenance (per additional day)	0.3120	EA	\$200.00	\$62.40	
	Material	1.0000	LS	\$0.00	\$0.00	
5	STA 22+26 Unknown 18" drainage conflict					
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	Material	1.0000	LS	\$0.00	\$0.00	
6	STA 25+06 Lot 11 and 10 (West side) Tied into each other exploratory excavation					
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Change Order Proposal

To: City of South Bay
Attn: Michael Rezk, PBC; Mohan Thampi CAP

Date: October 10, 2022
Revised:
Proposal No: 001
HG Project No: 21-0297-00

9	STA 25+68 Lateral drainage conflict					
	Additional Crew Time	6.0000	HR	\$595.00	\$3,570.00	2
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	Material	1.0000	LS	\$0.00	\$0.00	
10	STA 27+28 Lateral Drainagae conflict					
	Additional Crew Time	6.0000	HR	\$595.00	\$3,570.00	2
	Additonal MOT, Road Mainentence (per additional day)	0.7500	EA	\$200.00	\$150.00	
	Material	1.0000	LS	\$0.00	\$0.00	
11	STA 27+29 Lot 7 and 6 tied together exploratory excavation/Reroute					
	Additional Crew Time	8.0000	HR	\$595.00	\$4,760.00	2
	Additonal MOT, Road Mainentence (Per additional day)	1.0000	EA	\$200.00	\$200.00	
	Material	1.0000	LS	\$0.00	\$0.00	
Qualifications:				Subtotal:	\$45,892.40	
Removal of unknown obstructions not included.				15% Markup	\$ 6,883.86	
Removal of unknown conflicts not included.				% Bond:	\$ 917.85	
Permits and permit fees not included.				Total:	\$ 53,694.11	27
Delays due to inspections not included.						

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
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 Asphalt Restoration will be based on the number of locations required.

Quantities Overrun Cost Breakdown

Project Name: Southwest 10th Avenue South Bay Water Main Replacement
PBCWUD No. 21-010
FDOT No. 442025-1-54-01

	Item No.	Description of Item	Contract Quantities	UNIT	UNIT PRICE	Quantities to Date	Quantities Overrun to Date	Quantities overrun Cost
	WUD-6	Density Tests	34	EA	\$130.00	37	3	\$390.00
	WUD-22	6" Mechanical Joint Restraint for DIP	10	EA	\$420.00	14	4	\$1,680.00
	WUD-23	8" Mechanical Joint Restraint for DIP	6	EA	\$625.00	62	56	\$35,000.00
	WUD-41	De-mucking with Imported Clean Fill	1,500	CY	\$89.00	1900	400	\$35,600.00
		Subtotal						\$72,670.00
		Contengincy 20%						\$14,534.00
		Total						\$87,204.00

Subject: Re: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Exc
Date: Wednesday, December 28, 2022 at 1:32:30 PM Eastern Standard Time
From: Mohan Thampi, PE
To: Michael N. Rezk, Jackie Michels
CC: Leondrae Camel, Massih Saadtmand, Jay Breig, Daniel Duke, Gerard Wichert, Rolando Alvarez, Chuck Gant, Nelson Bello
Attachments: Outlook-ctrwy3zy.png

Michael and Jackie,

City cannot pay this as it contains the increased change order amounts which have not yet been approved contractually. Even though emails and phone calls have been in agreement on the change order items, it has not yet been officially approved with the documentation. Basically, we need PBCWUD to send us a County memo approving the change order items and stating the County will reimburse the City for the increased pay items per the interlocal agreement. Send us this documentation with the approval memo to the City. We can then prepare a City change order to go to the City Commission for approval.



Mohan Thampi, PE, REM, CFM
Civil Engineer
O 305.448.1711 Ext 3411
C 305.707.5050
www.capfla.com | mthampi@capfla.com
343 Almeria Avenue, Coral Gables, FL 33134

From: Leondrae Camel <camell@southbaycity.com>
Sent: Wednesday, December 28, 2022 12:25 PM
To: Mohan Thampi, PE <mthampi@capfla.com>
Cc: Massih Saadtmand <saadatmandm@southbaycity.com>; Michael N. Rezk <MRezk@pbcwater.com>; Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@hinterlandgroup.com>; Rolando Alvarez <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>; Nelson Bello <nbello@hinterlandgroup.com>
Subject: Re: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Exc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mohan: I see the approved pay app. Please advise the status of the change order that needs to be approved by the City of South Bay Commission.

Sent from my iPhone

On Dec 28, 2022, at 12:04 PM, Mohan Thampi, PE <mthampi@capfla.com> wrote:

Leondrae,

Approved Pay App #6 from Hinterland.

Mohan Thampi, PE, REM, CFM
Civil Engineer
O 305.448.1711 Ext 3411
C 305.707.5050
www.capfla.com | mthampi@capfla.com
343 Almeria Avenue, Coral Gables, FL 33134

From: Michael N. Rezk <MRezk@pbcwater.com>
Sent: Thursday, December 15, 2022 4:26 PM
To: Mohan Thampi, PE <mthampi@capfla.com>
Cc: Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@hinterlandgroup.com>; Rolando Alvarez <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>; Nelson Bello <nbello@hinterlandgroup.com>
Subject: RE: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Exc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mohan,
Please see attached approved pay app 6 by PBCWUD.

Thank you,
Michael

From: Nelson Bello <nbello@hinterlandgroup.com>
Sent: Thursday, December 15, 2022 3:44 PM
To: Michael N. Rezk <MRezk@pbcwater.com>
Cc: Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@hinterlandgroup.com>; 'Mohan Thampi, PE' <mthampi@capfla.com>; 'Rolando Alvarez' <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>
Subject: RE: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Exc

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon, Michael
Per our conversation, please see attached the revised Pay App #6.

Good catch on line #7.
Thank you.

Very Respectfully,

Nelson Bello
Project Manager
Hinterland Group, Inc.
2051 West Blue Heron Blvd
Riviera Beach, Florida 33404
O:561-640-3503
C:561-657-5011
Nbello@hinterlandgroup.com

From: Nelson Bello
Sent: Thursday, December 15, 2022 11:05 AM
To: 'Michael N. Rezk' <MRezk@pbcwater.com>
Cc: Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@Hinterlandgroup.com>; 'Mohan Thampi, PE' <mthampi@capfla.com>; Rolando Alvarez <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>
Subject: RE: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Exc

Michael and Mohan
Please see attached Pay App #6-November 2022 executed.

Very Respectfully,

Nelson Bello
Project Manager
Hinterland Group, Inc.
2051 West Blue Heron Blvd
Riviera Beach, Florida 33404
O:561-640-3503
C:561-657-5011
Nbello@hinterlandgroup.com

From: Michael N. Rezk <MRezk@pbcwater.com>
Sent: Monday, December 12, 2022 1:33 PM
To: Nelson Bello <nbello@hinterlandgroup.com>
Cc: Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@hinterlandgroup.com>; 'Mohan Thampi, PE' <mthampi@capfla.com>; Rolando Alvarez <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>
Subject: RE: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Draft

Nelson,

Please revise and resubmit for review. Thank you

Thank you,
Michael

From: Nelson Bello <nbello@hinterlandgroup.com>
Sent: Thursday, December 1, 2022 2:21 PM
To: Michael N. Rezk <MRezk@pbcwater.com>; 'Mohan Thampi, PE' <mthampi@capfla.com>; Rolando Alvarez <alvarezr@capfla.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>
Cc: Jay Breig <jbreig@hinterlandgroup.com>; Daniel Duke <dduke1@hinterlandgroup.com>; Gerard Wichert <gwichert@hinterlandgroup.com>
Subject: HG 21-0297-00-South Bay-SW 10th Ave Road-Water and Sewer Improvements-Pay App 6-Novemembr 2022-Draft

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon, Michael and Mohan

Please see attached pay app 6-November 2022-Draft for review/approval.

Very Respectfully,

*Nelson Bello
Project Manager
Hinterland Group, Inc.
2051 West Blue Heron Blvd
Riviera Beach, Florida 33404
O:561-640-3503
C:561-657-5011*

Nbello@hinterlandgroup.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ORDINANCE NO. 01-2023

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL CONTROL NOS. (PCNs) 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY ON THE WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY; AND, COMPRISING APPROXIMATELY 25.909 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE BAKER SOUTHEAST YARD, LLC APPLICATION AND AS ATTACHED HERETO FROM COMM-COMMERCIAL FUTURE LAND USE DESIGNATION TO IND-INDUSTRIAL DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, with authorization from the interested owner Baker Southeast Yard, LLC, has submitted a request for a Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment to change the future land use on Parcel Control Nos. (PCNs) 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-

000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 of the site generally located in the southern portion of the City of South Bay on the West of U.S. Highway 27 and accessible from U.S. Highway 27; and, South of the G2 Canal Road Street Right-of-Way comprising approximately 25.909 acres and as legally described in 'Exhibit A' attached hereto from COMM - Commercial future land use designation to IND - Industrial future land use designation;

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

NOW, THEREFORE, BE IT ORDAINED BY THE 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 Ordinance.

Section 2. Amending Designation.

That Small-Scale Future Land Use Map/ Comprehensive Plan Amendment, is hereby granted for a small-scale comprehensive plan amendment to the Future Land Use Map designating PCNs. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026,

and a portion of PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 as IND - Industrial future land use designation.

Section 3. Amendment to Future Land Use Map.

The City of South Bay's Comprehensive Plan Future Land Use Map, as currently applicable in the City of South Bay, is hereby amended by re-designating PCNs. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 of the Baker Southeast Yard, LLC site from COMM - Commercial to IND - Industrial designation as described in the Staff Report Project Identifier: SB-Baker Southeast Yard, LLC/Small-Scale Future Land Use Map/Comprehensive Plan Amendment; Applicant, Baker Southeast Yard, LLC December 27, 2022.

Section 4. Disclaimer & Permit Condition.

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

Section 5. Severability.

It is declared to be the intent of the City, that if any section, subsection,

paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

Section 6. Conflict and Repealer.

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

Section 7. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2023.

PASSED SECOND READING this ____ day of _____ 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)

Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment

Applicant: BAKER SOUTHEAST YARD, LLC

Project Location: West of U.S. Highway 27 N. just south of the G2 Canal Road right-of-way (Property Control Numbers (PNCs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PNCs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072)

Project Identifier: SB-Baker Southeast Yard, LLC/Small-Scale Future Land Use Amendment/Comprehensive Plan Amendment

Date: December 27, 2022

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (“Owner”) and the and Applicant, BAKER SOUTHEAST YARD, LLC (Applicant), Bowman Consulting Group Ltd, (Agent”) respectfully requests your approval of a Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment for a property located in the City of South Bay, Florida. The ±25.909-acre (±1,128,596 SF) subject property (Property Control Numbers (PCNs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PNCs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27, just south of the G2 Canal Road right-of-way. The application is being submitted to allow the Applicant to utilize the subject property as a contractor’s storage and equipment lay-down yard.

The subject property is currently vacant and has an Existing Future Land Use designation of COMM-Commercial. The subject property appears to be an ideal location for the light industrial activities proposed as part of the contractor’s storage and equipment lay-down yard for reasons cited in their Application. The proposed Small-Scale FLUM/Comprehensive Plan Amendment is consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan. The proposed Map amendments are also compatible with the surrounding agricultural land uses to the west, north, south and east, as well as the FP&L substation to the south of this property. The Applicant seeks to amend ±25.909 acres of land from COMM – Commercial land use to IND – Industrial use to allow the proposed light industrial use of the property.

Therefore, the Applicant's request is for a Small-Scale Future Land Use Map/Comprehensive Plan Amendment for 25.909 acres (PCNs: 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026 and a portion of PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) from COMM- Commercial existing future land use to IND – Industrial future land use.

Review and verbal comments on the proposed Small-Scale FLUM/Comprehensive Plan Amendment have been provided by the City to the Applicant at various times/meetings during the application process. The Application package submitted is attached as background material for this proposal. The attached Map identified as 'Existing Future Land Use' shows the current future land use designation as COMM-Commercial for the PCNs, and the attached Map identified as 'Proposed Future Land Use' illustrates the proposed use for IND - Industrial land use, if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the requested Small-Scale Future Land Use Map/Comprehensive Plan Amendment.

JUSTIFICATION STATEMENT

BAKER SOUTHEAST YARD – SOUTH BAY City of South Bay Small-Scale Comprehensive Plan Map & Official Zoning Map Amendments and Site Plan Review Applications Original Submittal: December 9, 2022

Introduction

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (“Owner”) and the Applicant, BAKER SOUTHEAST YARD LLC (“Applicant”), Bowman Consulting Group, Ltd. (“Agent”) respectfully requests your approval of this 3-part application for a Small-Scale Comprehensive Plan Map Amendment, an Official Zoning Map Amendment (“Rezoning”), and Site Plan Review for a property located in the City of South Bay, Florida (“City”). The ±25.909-acre (±1,128,596 SF) subject property (Property Control Numbers (PCNs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27 (“US 27”), just south of the G2 Canal Road right-of-way (“subject property”). These applications are being submitted to allow the Applicant to utilize the subject property as a contractor’s storage yard and locate their business operations in the City of South Bay. It should be noted that that there is a total of eight (8) PCNs included in this request according to the Palm Beach County Property Appraiser records but the Owner is retaining the southern portions of PCNs 36-44-23-01-000-0031 & 58-36-44-23-01-000-0072, which total approximately ±31.27 acres. A lot combination/lot reconfiguration, if required, will be completed as part of this development process.

Currently, the subject property supports a future land use designation of COMM - Commercial and is within the B-1 – Retail Commercial zoning district. The subject property is currently vacant but has site development work operations including de-mucking, grading, grubbing and clearing to restore the upland areas to be usable under the Applicant’s intentions as a contractor storage and equipment lay-down yard. Below is a summary of surrounding properties:

Adjacent Lands	Uses (Current Occupancy)	Future Land Use	Zoning District
Subject Property	Vacant with site development operations and upland restoration	Commercial	B-1
North	G2 Canal Road right-of-way and Active Agriculture (Sugar Cane Fields)	Agriculture (part) & Commercial (part)	B-1
South	Vacant with site development operations and upland restoration (pond)	Commercial	B-1
East	US 27 right-of-way (FDOT), SFWMD North New River Canal, and Active Agriculture (Sugar Cane Fields)	Residential Low Density	R-1
West	Active Agriculture (Sugar Cane Fields)	Agricultural Production (AP)*	AP*

*Unincorporated Palm Beach County (outside the City Limits)

Request

The Applicant is requesting approval of this 3-part application for:

- A Small-Scale Comprehensive Plan (Minor) Map Amendment to change the property's future land use designation from COMM – Commercial to IND – Industrial.
- An Official Zoning Map Amendment to amend the property's zoning district from B-1 – Retail Commercial to IL – Light Industrial; and
- Site Plan Review to all a contractor's storage yard on the subject property, a use permitted by-right in the IL – Light Industrial zoning district.

Again, the purpose of these applications is to allow the Applicant to utilize the subject property as a contractor's storage and equipment lay-down yard for the proposed BAKER SOUTHEAST YARD – SOUTH BAY. BAKER SOUTHEAST YARD is part of the BAKER Concrete Construction, Inc. with operations that supply concrete formwork and equipment to various land development projects all over South Florida and around the United States.

Some of BAKER's well-known local South Florida projects include:

- Seminole Hard Rock Hollywood Hotel,
- Panorama high rise residential tower in downtown Miami,
- The Miami Science Museum,
- Miami Art Museum – Perez Art Museum,
- 545 Wynwood
- Norwegian Cruise Line Port of Miami's B Terminal,
- Biscayne Beach Club, and
- Brightline Miami Central Train Station and so many more...

As part of the contractor's storage yard proposed on the subject property, BAKER SOUTHEAST YARD – SOUTH BAY will store and prepare equipment and materials and deliver them to and from job sites for the various BAKER construction projects located within the region. Due to the ideal location, both the Applicant and Agent believe the subject property is in the appropriate location for approval of these amendments and allow this type of light industrial development on the subject property. The property's central location along US 27 provides regional access to both the east and west coasts of Florida and all the active commercial and residential development occurring in South Florida that BAKER SOUTHEAST YARD – SOUTH BAY currently services. Operations at this location in South Bay will allow the Applicant to expand their existing operations in Fort Lauderdale, Florida to better serve their customers. The City of South Bay also provides a unique opportunity to partner with local trade schools like West Technical Education Center in Belle Glade to hire skilled carpentry workers and student with other skills needed for their daily operations. Further, the increased ad valorem tax base generated by just the sale alone of the property will benefit the City more than what the property generates in its current and vacant condition. The increased activity on this property could be a catalyst for other commercial and residential development along US 27 in the south end of the City.

Existing Property Conditions

The subject property is mostly flat with an elevation of 11 feet above NGVD and is currently maintained as dirt and brush-covered land with a large freshwater lake in the rear. The freshwater pond in the rear was excavated back in the early 1950's as shown on historical aerials. Over time the property has been graded, cleared and de-mucked with intermittent agricultural uses, as well as a church. The property

is surrounded by active agricultural uses to west, north, and east with a major utility (FP&L Substation) just to south of the owner's overall land holdings. The current soil conditions are Pahokee muck. According to the Wellfield Protection Areas Map produced by Palm Beach County, the subject property is not located within a zone of influence of a public wellfield in Palm Beach County. Access to the property currently exists along US 27 approximately 700 feet south of the G2 Canal Road. This access point will be maintained through a cross-access with current owner as shown on the attached survey and site plan. The subject property has been used for site development activities associated with the de-mucking, land clearing, grubbing and grading with various pieces of large equipment being stored there over a period of two (2) years. As such, the current conditions of the property are more associated with light industrial use than commercial.

Small-Scale Comprehensive Plan Map Amendment

According to the City of South Bay Code of Ordinances, Chapter 22, Sec. 22-46 – Amendments, the city plan may be amended or revised at any time at the discretion of and by the City Commission. Therefore, the City Commission has the authority to amend the City's Future Land Use Map when they deem it is appropriate to do so. This justification statement seeks to justify an amendment to the future land use designation of the subject property to allow the Applicant to seek development opportunity for the betterment of the City as a whole. According to the City of South Bay Comprehensive Plan, Future Land Use Element, 3.2.6 Existing Land Use Inventory, South Bay is essentially a rural residential and agricultural community with scattered commercial and industrial areas along U.S. Highway 27 and State Road No. 80. The subject property appears to be an ideal location for the light industrial activities proposed as part of the contractor's storage yard, thus necessitating the need for this future land use amendment. The Applicant seeks to amend ±25.909 acres of land from COMM – Commercial to IND – Industrial to allow the proposed light industrial use of the property.

The City of South Bay does not have any specific Comprehensive Plan Map Amendment standards however, the Applicant offers the following additional justification for this application request.

Utilities and Services:

The following is an analysis of the existing utilities and public services available to the property or nearby thus not requiring additional costly infrastructure improvements. The subject property will be serviced by the following services that are readily available, including but not limited to:

- Water – Proposed on-site well (no water service lines are adjacent to property). There were two (2) previous wells on the site, one for the church and another for the Gator Land recreation use;
- Sewer – Proposed on-site septic (no sewer services are adjacent to the property);
- Fire – Serviced by Palm Beach County Fire Department – Water would likely be hose drawn from the lake in the rear of the property in case of a fire. Only an office trailer is being proposed on the property. The Closest Fire Station is Station #74 located at 530 US Highway 27 N, South Bay, FL 33493 – Approx. 1.6 miles from subject property (3.5 mins);
- Police – Serviced by the Palm Beach County Sheriff's Office – The nearest PBSO location is at 38840 FL-80, Belle Glade, FL 33430 – Approx. 8 miles from subject property (12 mins);

- Solid Waste – Serviced by Waste Management under contract with City. Waste Management has significant capacity to accommodate solid waste generated from the future development of this property.
- Electrical Power – FP&L currently services the property and will continue to do so with adequate capacity. See attached FP&L Will-serve letter.

Traffic:

As it relates to traffic and highest and best use, per the City's Zoning code, the existing COMM – Commercial future land use would allow up to 60% lot coverage with no limits on floor area ratio (FAR), while the proposed IND – Industrial Future Land Use is only allowed a maximum FAR of 0.45. Therefore, it is reasonable to assume that this amendment from Commercial to Industrial land use will result in a reduction in the overall development potential of the property.

Comprehensive Plan Consistency:

The proposed amendment is consistent with the City of South Bay Comprehensive Plan, specifically the Future Land Use Element as shown below:

Future Land Use Element

3.2.6 Existing Land Use Inventory

South Bay, incorporated in 1963, is essentially a rural residential and agricultural community with scattered commercial and industrial areas along U.S. Highway 27 and State Road No. 80.

Response: The subject property appears to be an ideal location along US 27 for the light industrial activities proposed as part of the contractor's storage yard, thus necessitating the need for this future land use amendment.

3.2.6.3 Industrial

Approximately forty-six (46) acres in the City are currently developed as industrial uses. Similar to Commercial use, the light industrial uses are generally confined to areas accessed by the major arterials. Only 3.6% of the presently developed land area and 3.3% of the total land area in South Bay is developed in these uses.

Response: The proposed amendment seeks to convert commercial future land use to industrial along the US 27 corridor and increase the industrial land uses in the City. The location is ideal for industrial uses as it is along a major corridor with easy access and away from existing residential uses.

Official Zoning Map Amendment (Rezoning)

The Applicant is requesting an Official Zoning Map Amendment to change the property's zoning district from B-1 – Retail Commercial to IL – Light Industrial. The B-1 zoning district is consistent with the proposed Industrial future land use. This Rezoning application is necessary to ensure the consistency between the future land use designation and the zoning district for the subject property. Once approved, the Applicant intends to utilize the subject property as a contractor's storage yard, which is a permitted use by-right in the IL – Light Industrial zoning district. Both the Applicant and Agent believe the subject property is in the appropriate location for this Rezoning to IL – Light Industrial due to its location along a major corridor (US 27) and its remote distance from any existing residential uses. Even if residential

uses are constructed on the east side of US 27 in the future, there is over 400 feet of FDOT right-of-way (US 27) and SFWMD canal between these properties and uses.

Per the City's Zoning Code Sec. 23-.3 – District boundary change (rezoning), this rezoning application complies with the following criteria:

Every application for rezoning involving changes in district boundaries shall include the following:

- A. Authority. A statement of the petitioner's interest in the property to be rezoned including a copy of the last recorded warranty deed, and written consent:

Response: This justification statement shall act as the petitioner (Applicant's) interest in the property to be rezoned and the warranty deed is attached. This application has supplied written consent from both the property owner SOUTH BAY DEVELOPERS, LLC ("Owner") and the contract purchaser, BAKER SOUTHEAST YARD LLC. See attached.

- B. Survey. A certified boundary sketch by a surveyor registered in the State of Florida at a scale prescribed by the city containing the following:
 - 1. An accurate legal description of the property to be rezoned.
 - 2. A computation of the total acreage of the tract to the nearest tenth of an acre.

Response: This application provides a certified boundary survey, an accurate legal description of the property to be rezoned and the total acreage of the subject property to the nearest tenth of an acre (±25.909).

- C. Area location map. A map showing the location of the subject parcel drawn to a scale prescribed by the city.

Response: Please see attached survey, site plan and location map.

- D. Courtesy notice property owners list. A complete list of all property owners, mailing addresses, and legal descriptions for all property within three hundred (300) feet of the subject parcel as recorded in the most recent official tax rolls in the county court house. Such list shall be accompanied by an affidavit stating that to the best of the petitioner's knowledge said list is complete and accurate.

Response: Courtesy notice property owners list has been ordered from the Property Appraiser's office and will be delivered to the City.

- E. Courtesy notice property owner's location drawing. A property owner's location drawing showing all property owners' information required in section 23.3(D) above and their relation to the subject parcel.

Response: Courtesy notice property owners map has been ordered from the Property Appraiser's office and will be delivered to the City.

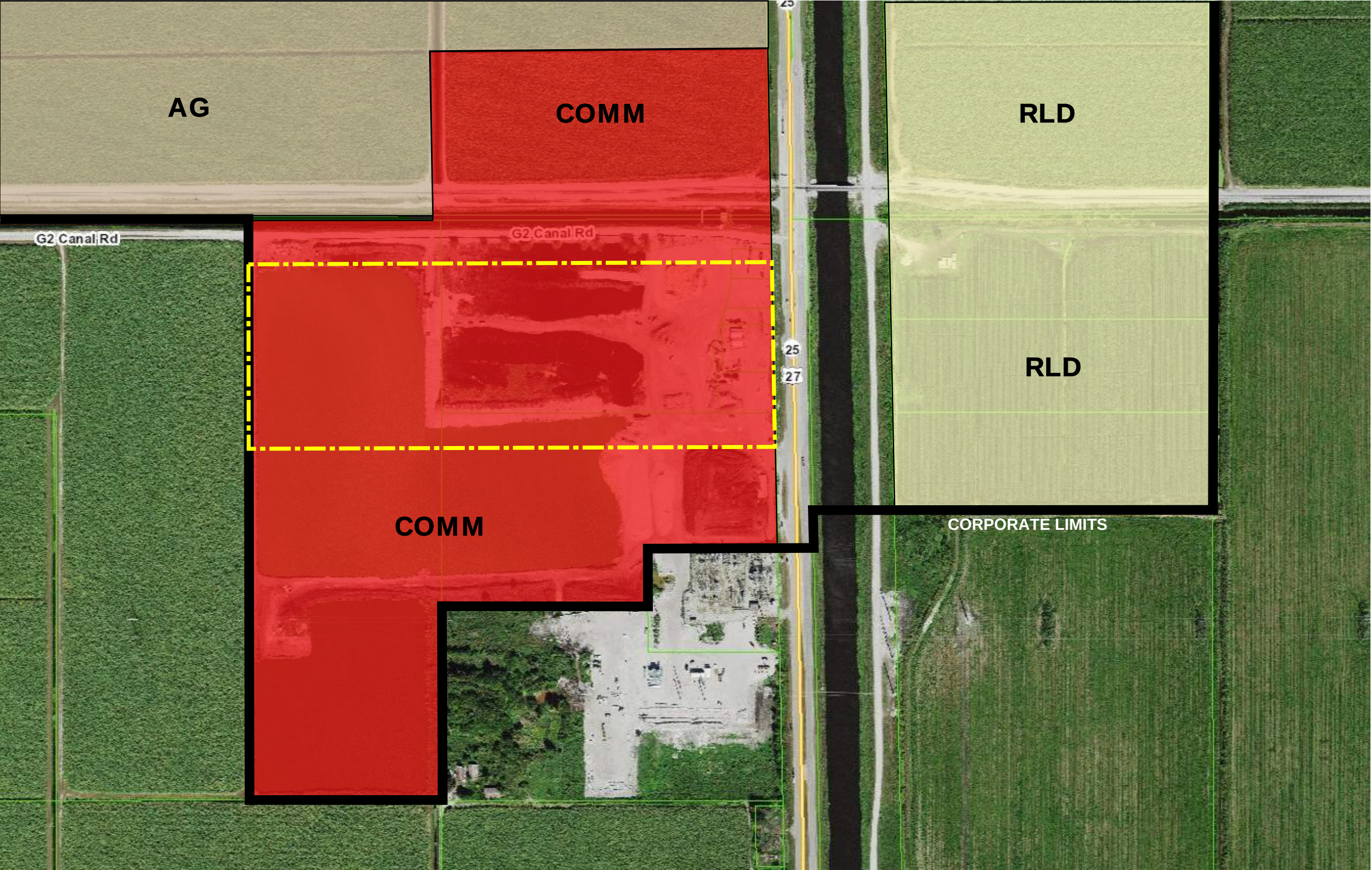
- F. Statement of use. A statement of special reasons or basis for the rezoning request including the intended use of the property.

Response: This justification statement shall act as the statement of special reasons or basis for the rezoning.

- G. Filing fee. Payment of the official filing fee as set by the city and received by the city clerk. Filing fees may be waived for an applicant who presents a certificate from the director of the county welfare department stating that the applicant is qualified to receive either federal, state or county welfare assistance and is unable to afford said fee.

Response: The filing fees are attached.

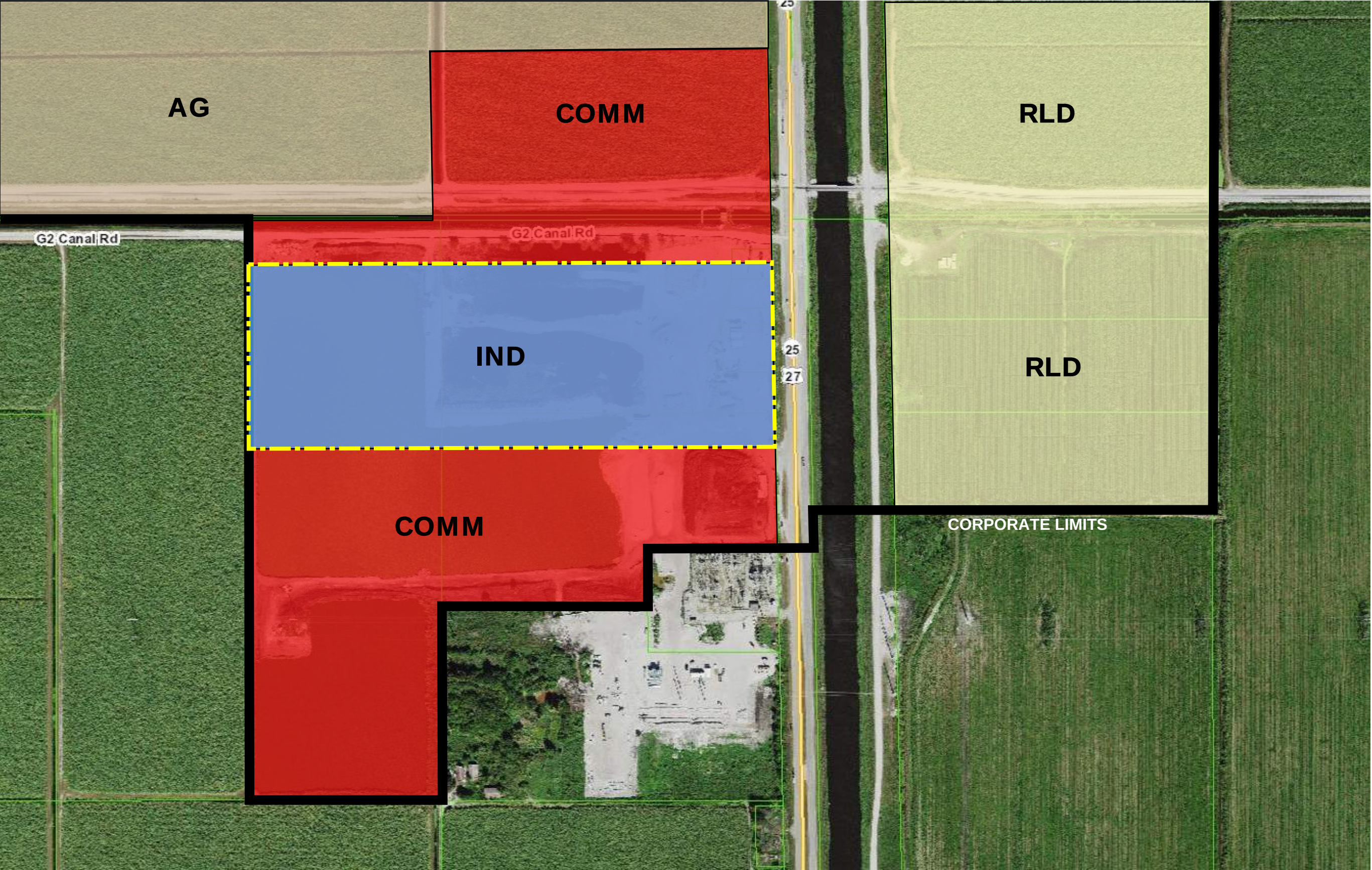
In conclusion, the proposed Small-Scale Comprehensive Plan Future Land Use Map Amendment and Official Zoning Map Amendment are both consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan and the Code of Ordinance, including the zoning code. The proposed map amendments are also compatible with the surrounding land uses in the immediate area due to the existing agricultural lands to the west, north, south and east, as well as the FP&L substation to the south. On behalf of the Owner, SOUTH BAY DEVELOPERS, LLC and Applicant and the contract purchaser, BAKER SOUTHEAST YARD LLC, Bowman Consulting Group, Ltd. respectfully requests your approval of these amendments site plan review applications.



LEGEND

- RLD - RESIDENTIAL LOW DENSITY (10-40 UNITS / ACRE)
- RMD - RESIDENTIAL MEDIUM DENSITY (6-10 UNITS / ACRE)
- RHD - RESIDENTIAL HIGH DENSITY (15-20 UNITS / ACRE)
- MHP - MOBIL HOME PARK
- COMM - COMMERCIAL
- IND - INDUSTRIAL
- R/O/S - RECREATION / OPEN SPACE
- PB/G PUBLIC BUILDINGS / GROUNDS
- OPF - OTHER PUBLIC FACILITIES
- TRANSPORTATION
- WATER
- PD/RMD - PLANNED DEVELOPMENT POTENTIAL (MEDIUM DENSITY RESIDENTIAL)
- PD/C - PLANNED DEVELOPMENT POTENTIAL (COMMERCIAL)
- AG - AGRICULTURE
- SUBJECT PROPERTY
- CITY OF SOUTH BAY CORPORATE LIMITS

BAKER SOUTHEAST YARD - SOUTH BAY
EXISTING FUTURE LAND USE MAP



LEGEND

- RLD - RESIDENTIAL LOW DENSITY (10-40 UNITS / ACRE)
- RMD - RESIDENTIAL MEDIUM DENSITY (6-10 UNITS / ACRE)
- RHD - RESIDENTIAL HIGH DENSITY (15-19 UNITS / ACRE)
- MHP - MOBIL HOME PARK
- COMM - COMMERCIAL
- IND - INDUSTRIAL
- R/O/S - RECREATION / OPEN SPACE
- PB/G PUBLIC BUILDINGS / GROUNDS
- OPF - OTHER PUBLIC FACILITIES
- TRANSPORTATION
- WATER
- PD/RMD - PLANNED DEVELOPMENT POTENTIAL (MEDIUM DENSITY RESIDENTIAL)
- PD/C - PLANNED DEVELOPMENT POTENTIAL (COMMERCIAL)
- AG - AGRICULTURE
- SUBJECT PROPERTY
- CITY OF SOUTH BAY CORPORATE LIMITS

**BAKER SOUTHEAST YARD - SOUTH BAY
PROPOSED FUTURE LAND USE MAP**





Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Palm Beach County, Florida**; that the attached copy of advertisement, being a **Public Notice** matter of

Public Notice

in the **20th Judicial District of the Circuit Court of Palm Beach County, Florida**, was published in said newspaper in the issues of

01/18/23
(Print Dates)

or by publication on the newspaper's website, if authorized, on

01/18/23, 01/19/23, 01/20/23, 01/21/23, 01/22/23, 01/23/23,
01/24/23, 01/25/23, 01/26/23, 01/27/23, 01/28/23, 01/29/23,
01/30/23, 01/31/23

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

**CITY OF SOUTH BAY
NOTICE OF PROPOSED ORDINANCE**

The following Ordinance described by title only will be placed on First Reading and Adoption at the City Commission Meeting of the City of South Bay, Florida to be held on February 7, 2023 at 7:00 P.M. at the City of South Bay City Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida.

ORDINANCE 01-2023

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/ COMPREHENSIVE PLAN AMENDMENT KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL CONTROL NOS. (PCNs) 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY ON THE WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY; AND, COMPRISING APPROXIMATELY 25.909 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE BAKER SOUTHEAST YARD, LLC APPLICATION AND AS ATTACHED HERETO FROM COMM-COMMERCIAL FUTURE LAND USE DESIGNATION TO IND-INDUSTRIAL DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

If anyone has any questions regarding this proposal, they may be submitted in writing or at the time of the scheduled public hearing as noted above. Written comments should be addressed to the City Clerk, 335 S.W. 2nd Avenue, South Bay, FL 33493.

All interested parties are encouraged to attend the City Commission meeting and be heard concerning these matters. Copies of the full text of the Ordinance may be inspected by the public at City Hall, 335 SW. 2nd Avenue, South Bay, FL 33493 by contacting the City Clerk at (561) 996-6751.

If a person decides to appeal the decision of the City Commission with respect to any matter considered at the public hearings or meetings herein referred, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. The City of South Bay does not prepare or provide such a record. The above items may be postponed or withdrawn without prior notice. Pursuant to the provision of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, because of a disability or physical impairment, should contact the City Clerk, (561) 996-6751, at least three (3) calendar days prior to the hearing.

CITY OF SOUTH BAY
578773 LON 01/18/2023

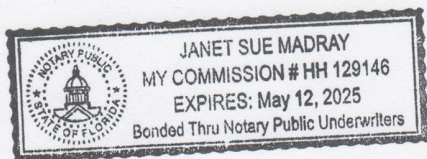
Katrina Elsken Muros
Katrina Elsken Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

23rd day of January, 2023.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

ORDINANCE NO. 02-2023

AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL CONTROL NOS. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PARCELS 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 ON THE SITE KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING APPROXIMATELY 25.909 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM B-1 RETAIL COMMERCIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with authorization from the interested owner Baker Southeast Yard, LLC has submitted a request to amend the South Bay Zoning Map and to re-zone Parcel Control Nos. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of Parcel Control Nos. 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 of the site generally located in the southern portion of the City of South Bay West of U.S. Highway 27 and accessible from U.S. Highway 27; and, South of G2 Canal Road Street and as legally described in 'Exhibit A' attached hereto from B-1 Retail Commercial District to I-L Light Industrial District zoning ; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE 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 Ordinance.

Section 2. Approval of Re-zoning.

The Applicant's request is for a Re-Zoning of Parcel Control Nos. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of Parcel Control Nos. 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 comprising approximately 25.909 acres from B-1 Retail Commercial District zoning to I-L Light Industrial District zoning is granted and approved as to application Project Identifier: SB-Baker Southeast Yard, LLC Re-Zoning/Official Zoning Map Amendment. The zoning map for the City of South Bay shall be amended to reflect said re-zoning.

Section 3. Development Documents and Maps Approved.

The amended proposed zoning map attached hereto is hereby approved for re-zoning of Parcel Control Nos. 58-36-44-11-00-000-7090 the subject property from B-1 Retail Commercial District zoning I-L Light Industrial District zoning as described in the

Staff Report for Project Identifier: SB-Baker Southeast Yard, LLC Re-Zoning/Official
Zoning Map Amendment, December 27, 2022

Section 4. Disclaimer & Permit Condition.

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

Section 5. Severability.

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

Section 6. Conflict and Repealer.

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

Section 7. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2023.

PASSED SECOND READING this ____ day of _____ 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)

Re-Zoning/Official Zoning Map Amendment

Applicant: BAKER SOUTHEAST YARD, LLC
Project Location: West of U.S. Highway 27 N. just south of the G2 Canal Road right-of-way (Property Control Numbers (PNCs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PNCs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072)
Project Identifier: SB-Baker Southeast Yard, LLC Re-Zoning/Official Zoning Map Amendment
Date: December 27, 2022

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (“Owner”) and the and Applicant, BAKER SOUTHEAST YARD, LLC (Applicant), Bowman Consulting Group Ltd, (Agent”) respectfully requests your approval of this application for a Re-Zoning/Official Zoning Map Amendment for a property located in the City of South Bay, Florida. The ±25.909-acre (±1,128,596 SF) subject property (Property Control Numbers (PCNs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PNCs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27 (“US 27”), just south of the G2 Canal Road right-of-way.

The Applicant is requesting an official Zoning Map Amendment to change the property’s zoning district from B-1 – Retail Commercial to I-L – Light Industrial. The I-L – Light Industrial zoning district use is consistent with the proposed Industrial future land use proposed by the Applicant. The Re-Zoning is necessary to ensure the consistency between the future land use designation and the zoning district for the subject property. The subject property appears to be an ideal location for the light industrial activities proposed as part of the contractor’s storage and equipment lay-down yard for reasons cited in their Application. It is also an appropriate location for light industrial use due to its location along the U.S. 27 corridor and its remote distance from existing residential uses. The proposed Re-Zoning/Official Zoning Map Amendment is consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan. The proposed Map amendments are also compatible with the surrounding agricultural land uses to the west, north, south and east, as well as the FP&L substation to the south of this property.

Therefore, the Applicant's request is for a Re-Zoning/Official Zoning Map Amendment for 25.909 acres (PCNs: 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, and a portion of PCNs 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) from B-1 – Retail Commercial district to I-L -Light Industrial district.

Review and verbal comments on the proposed Re-Zoning/Official Zoning Map Amendment have been provided by the City to the Applicant at various times/meetings during the application process. The Application package submitted is attached as background material for this proposal. The attached Map identified as 'Existing Zoning Map' shows the current zoning designation as B-1 – Retail Commercial district for the PCNs, and the attached Map identified as 'Proposed Zoning Map' illustrates the proposed use for I-L – Light Industrial district, if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the requested Re-Zoning/Official Zoning Map Amendment.

JUSTIFICATION STATEMENT

BAKER SOUTHEAST YARD – SOUTH BAY City of South Bay Small-Scale Comprehensive Plan Map & Official Zoning Map Amendments and Site Plan Review Applications Original Submittal: December 9, 2022

Introduction

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (“Owner”) and the Applicant, BAKER SOUTHEAST YARD LLC (“Applicant”), Bowman Consulting Group, Ltd. (“Agent”) respectfully requests your approval of this 3-part application for a Small-Scale Comprehensive Plan Map Amendment, an Official Zoning Map Amendment (“Rezoning”), and Site Plan Review for a property located in the City of South Bay, Florida (“City”). The ±25.909-acre (±1,128,596 SF) subject property (Property Control Numbers (PCNs): 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27 (“US 27”), just south of the G2 Canal Road right-of-way (“subject property”). These applications are being submitted to allow the Applicant to utilize the subject property as a contractor’s storage yard and locate their business operations in the City of South Bay. It should be noted that that there is a total of eight (8) PCNs included in this request according to the Palm Beach County Property Appraiser records but the Owner is retaining the southern portions of PCNs 36-44-23-01-000-0031 & 58-36-44-23-01-000-0072, which total approximately ±31.27 acres. A lot combination/lot reconfiguration, if required, will be completed as part of this development process.

Currently, the subject property supports a future land use designation of COMM - Commercial and is within the B-1 – Retail Commercial zoning district. The subject property is currently vacant but has site development work operations including de-mucking, grading, grubbing and clearing to restore the upland areas to be usable under the Applicant’s intentions as a contractor storage and equipment lay-down yard. Below is a summary of surrounding properties:

Adjacent Lands	Uses (Current Occupancy)	Future Land Use	Zoning District
Subject Property	Vacant with site development operations and upland restoration	Commercial	B-1
North	G2 Canal Road right-of-way and Active Agriculture (Sugar Cane Fields)	Agriculture (part) & Commercial (part)	B-1
South	Vacant with site development operations and upland restoration (pond)	Commercial	B-1
East	US 27 right-of-way (FDOT), SFWMD North New River Canal, and Active Agriculture (Sugar Cane Fields)	Residential Low Density	R-1
West	Active Agriculture (Sugar Cane Fields)	Agricultural Production (AP)*	AP*

*Unincorporated Palm Beach County (outside the City Limits)

Request

The Applicant is requesting approval of this 3-part application for:

- A Small-Scale Comprehensive Plan (Minor) Map Amendment to change the property's future land use designation from COMM – Commercial to IND – Industrial.
- An Official Zoning Map Amendment to amend the property's zoning district from B-1 – Retail Commercial to IL – Light Industrial; and
- Site Plan Review to all a contractor's storage yard on the subject property, a use permitted by-right in the IL – Light Industrial zoning district.

Again, the purpose of these applications is to allow the Applicant to utilize the subject property as a contractor's storage and equipment lay-down yard for the proposed BAKER SOUTHEAST YARD – SOUTH BAY. BAKER SOUTHEAST YARD is part of the BAKER Concrete Construction, Inc. with operations that supply concrete formwork and equipment to various land development projects all over South Florida and around the United States.

Some of BAKER's well-known local South Florida projects include:

- Seminole Hard Rock Hollywood Hotel,
- Panorama high rise residential tower in downtown Miami,
- The Miami Science Museum,
- Miami Art Museum – Perez Art Museum,
- 545 Wynwood
- Norwegian Cruise Line Port of Miami's B Terminal,
- Biscayne Beach Club, and
- Brightline Miami Central Train Station and so many more...

As part of the contractor's storage yard proposed on the subject property, BAKER SOUTHEAST YARD – SOUTH BAY will store and prepare equipment and materials and deliver them to and from job sites for the various BAKER construction projects located within the region. Due to the ideal location, both the Applicant and Agent believe the subject property is in the appropriate location for approval of these amendments and allow this type of light industrial development on the subject property. The property's central location along US 27 provides regional access to both the east and west coasts of Florida and all the active commercial and residential development occurring in South Florida that BAKER SOUTHEAST YARD – SOUTH BAY currently services. Operations at this location in South Bay will allow the Applicant to expand their existing operations in Fort Lauderdale, Florida to better serve their customers. The City of South Bay also provides a unique opportunity to partner with local trade schools like West Technical Education Center in Belle Glade to hire skilled carpentry workers and student with other skills needed for their daily operations. Further, the increased ad valorem tax base generated by just the sale alone of the property will benefit the City more than what the property generates in its current and vacant condition. The increased activity on this property could be a catalyst for other commercial and residential development along US 27 in the south end of the City.

Existing Property Conditions

The subject property is mostly flat with an elevation of 11 feet above NGVD and is currently maintained as dirt and brush-covered land with a large freshwater lake in the rear. The freshwater pond in the rear was excavated back in the early 1950's as shown on historical aerials. Over time the property has been graded, cleared and de-mucked with intermittent agricultural uses, as well as a church. The property

is surrounded by active agricultural uses to west, north, and east with a major utility (FP&L Substation) just to south of the owner's overall land holdings. The current soil conditions are Pahokee muck. According to the Wellfield Protection Areas Map produced by Palm Beach County, the subject property is not located within a zone of influence of a public wellfield in Palm Beach County. Access to the property currently exists along US 27 approximately 700 feet south of the G2 Canal Road. This access point will be maintained through a cross-access with current owner as shown on the attached survey and site plan. The subject property has been used for site development activities associated with the de-mucking, land clearing, grubbing and grading with various pieces of large equipment being stored there over a period of two (2) years. As such, the current conditions of the property are more associated with light industrial use than commercial.

Small-Scale Comprehensive Plan Map Amendment

According to the City of South Bay Code of Ordinances, Chapter 22, Sec. 22-46 – Amendments, the city plan may be amended or revised at any time at the discretion of and by the City Commission. Therefore, the City Commission has the authority to amend the City's Future Land Use Map when they deem it is appropriate to do so. This justification statement seeks to justify an amendment to the future land use designation of the subject property to allow the Applicant to seek development opportunity for the betterment of the City as a whole. According to the City of South Bay Comprehensive Plan, Future Land Use Element, 3.2.6 Existing Land Use Inventory, South Bay is essentially a rural residential and agricultural community with scattered commercial and industrial areas along U.S. Highway 27 and State Road No. 80. The subject property appears to be an ideal location for the light industrial activities proposed as part of the contractor's storage yard, thus necessitating the need for this future land use amendment. The Applicant seeks to amend ±25.909 acres of land from COMM – Commercial to IND – Industrial to allow the proposed light industrial use of the property.

The City of South Bay does not have any specific Comprehensive Plan Map Amendment standards however, the Applicant offers the following additional justification for this application request.

Utilities and Services:

The following is an analysis of the existing utilities and public services available to the property or nearby thus not requiring additional costly infrastructure improvements. The subject property will be serviced by the following services that are readily available, including but not limited to:

- Water – Proposed on-site well (no water service lines are adjacent to property). There were two (2) previous wells on the site, one for the church and another for the Gator Land recreation use;
- Sewer – Proposed on-site septic (no sewer services are adjacent to the property);
- Fire – Serviced by Palm Beach County Fire Department – Water would likely be hose drawn from the lake in the rear of the property in case of a fire. Only an office trailer is being proposed on the property. The Closest Fire Station is Station #74 located at 530 US Highway 27 N, South Bay, FL 33493 – Approx. 1.6 miles from subject property (3.5 mins);
- Police – Serviced by the Palm Beach County Sheriff's Office – The nearest PBSO location is at 38840 FL-80, Belle Glade, FL 33430 – Approx. 8 miles from subject property (12 mins);

- Solid Waste – Serviced by Waste Management under contract with City. Waste Management has significant capacity to accommodate solid waste generated from the future development of this property.
- Electrical Power – FP&L currently services the property and will continue to do so with adequate capacity. See attached FP&L Will-serve letter.

Traffic:

As it relates to traffic and highest and best use, per the City's Zoning code, the existing COMM – Commercial future land use would allow up to 60% lot coverage with no limits on floor area ratio (FAR), while the proposed IND – Industrial Future Land Use is only allowed a maximum FAR of 0.45. Therefore, it is reasonable to assume that this amendment from Commercial to Industrial land use will result in a reduction in the overall development potential of the property.

Comprehensive Plan Consistency:

The proposed amendment is consistent with the City of South Bay Comprehensive Plan, specifically the Future Land Use Element as shown below:

Future Land Use Element

3.2.6 Existing Land Use Inventory

South Bay, incorporated in 1963, is essentially a rural residential and agricultural community with scattered commercial and industrial areas along U.S. Highway 27 and State Road No. 80.

Response: The subject property appears to be an ideal location along US 27 for the light industrial activities proposed as part of the contractor's storage yard, thus necessitating the need for this future land use amendment.

3.2.6.3 Industrial

Approximately forty-six (46) acres in the City are currently developed as industrial uses. Similar to Commercial use, the light industrial uses are generally confined to areas accessed by the major arterials. Only 3.6% of the presently developed land area and 3.3% of the total land area in South Bay is developed in these uses.

Response: The proposed amendment seeks to convert commercial future land use to industrial along the US 27 corridor and increase the industrial land uses in the City. The location is ideal for industrial uses as it is along a major corridor with easy access and away from existing residential uses.

Official Zoning Map Amendment (Rezoning)

The Applicant is requesting an Official Zoning Map Amendment to change the property's zoning district from B-1 – Retail Commercial to IL – Light Industrial. The B-1 zoning district is consistent with the proposed Industrial future land use. This Rezoning application is necessary to ensure the consistency between the future land use designation and the zoning district for the subject property. Once approved, the Applicant intends to utilize the subject property as a contractor's storage yard, which is a permitted use by-right in the IL – Light Industrial zoning district. Both the Applicant and Agent believe the subject property is in the appropriate location for this Rezoning to IL – Light Industrial due to its location along a major corridor (US 27) and its remote distance from any existing residential uses. Even if residential

uses are constructed on the east side of US 27 in the future, there is over 400 feet of FDOT right-of-way (US 27) and SFWMD canal between these properties and uses.

Per the City's Zoning Code Sec. 23-.3 – District boundary change (rezoning), this rezoning application complies with the following criteria:

Every application for rezoning involving changes in district boundaries shall include the following:

- A. Authority. A statement of the petitioner's interest in the property to be rezoned including a copy of the last recorded warranty deed, and written consent:

Response: This justification statement shall act as the petitioner (Applicant's) interest in the property to be rezoned and the warranty deed is attached. This application has supplied written consent from both the property owner SOUTH BAY DEVELOPERS, LLC ("Owner") and the contract purchaser, BAKER SOUTHEAST YARD LLC. See attached.

- B. Survey. A certified boundary sketch by a surveyor registered in the State of Florida at a scale prescribed by the city containing the following:
 1. An accurate legal description of the property to be rezoned.
 2. A computation of the total acreage of the tract to the nearest tenth of an acre.

Response: This application provides a certified boundary survey, an accurate legal description of the property to be rezoned and the total acreage of the subject property to the nearest tenth of an acre (±25.909).

- C. Area location map. A map showing the location of the subject parcel drawn to a scale prescribed by the city.

Response: Please see attached survey, site plan and location map.

- D. Courtesy notice property owners list. A complete list of all property owners, mailing addresses, and legal descriptions for all property within three hundred (300) feet of the subject parcel as recorded in the most recent official tax rolls in the county court house. Such list shall be accompanied by an affidavit stating that to the best of the petitioner's knowledge said list is complete and accurate.

Response: Courtesy notice property owners list has been ordered from the Property Appraiser's office and will be delivered to the City.

- E. Courtesy notice property owner's location drawing. A property owner's location drawing showing all property owners' information required in section 23.3(D) above and their relation to the subject parcel.

Response: Courtesy notice property owners map has been ordered from the Property Appraiser's office and will be delivered to the City.

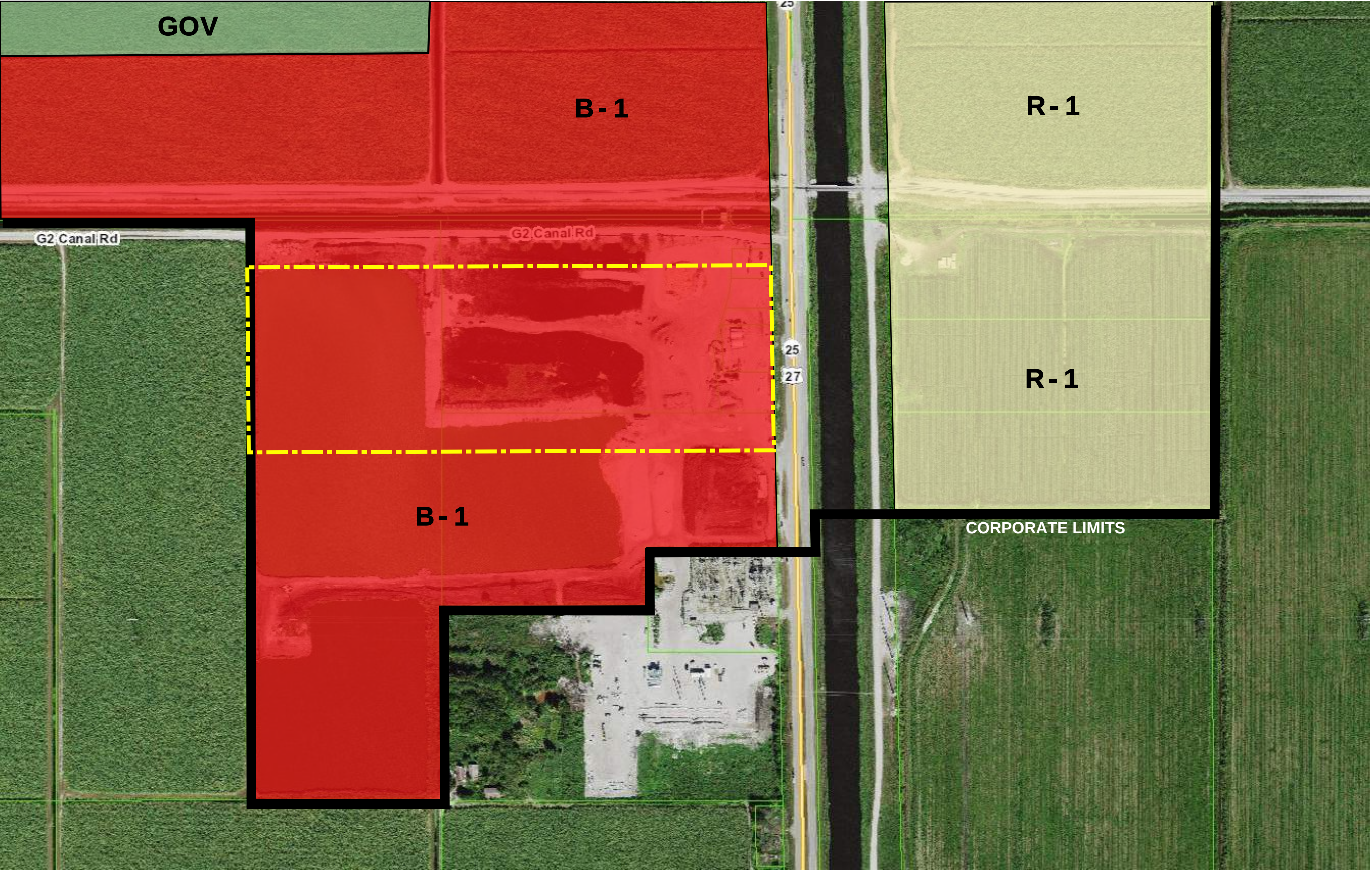
- F. Statement of use. A statement of special reasons or basis for the rezoning request including the intended use of the property.

Response: This justification statement shall act as the statement of special reasons or basis for the rezoning.

- G. Filing fee. Payment of the official filing fee as set by the city and received by the city clerk. Filing fees may be waived for an applicant who presents a certificate from the director of the county welfare department stating that the applicant is qualified to receive either federal, state or county welfare assistance and is unable to afford said fee.

Response: The filing fees are attached.

In conclusion, the proposed Small-Scale Comprehensive Plan Future Land Use Map Amendment and Official Zoning Map Amendment are both consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan and the Code of Ordinance, including the zoning code. The proposed map amendments are also compatible with the surrounding land uses in the immediate area due to the existing agricultural lands to the west, north, south and east, as well as the FP&L substation to the south. On behalf of the Owner, SOUTH BAY DEVELOPERS, LLC and Applicant and the contract purchaser, BAKER SOUTHEAST YARD LLC, Bowman Consulting Group, Ltd. respectfully requests your approval of these amendments site plan review applications.



LEGEND

- R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT (0-4.0 UNITS / ACRE)
- R-2 - MULTIPLE FAMILY DWELLING DISTRICT (6.0 - 15.0 UNITS / ACRE)
- R-3 - MULTIPLE FAMILY DWELLING DISTRICT (15.0 - 19.0 UNITS / ACRE)
- MHRP - MOBILE HOME RENTAL PARKS
- B-1 - RETAIL COMMERCIAL DISTRICT
- B-2 - WHOLESALE COMMERCIAL DISTRICT
- I-L - LIGHT INDUSTRIAL DISTRICT
- I-G - GENERAL INDUSTRIAL DISTRICT
- GOVERNMENT - UTILITIES, RECREATION/OPEN SPACE, PUBLIC SCHOOLS, PUBLIC PARK AREAS AND GOVERNMENTAL ADMINISTRATION.
- PLANNED DEVELOPMENT

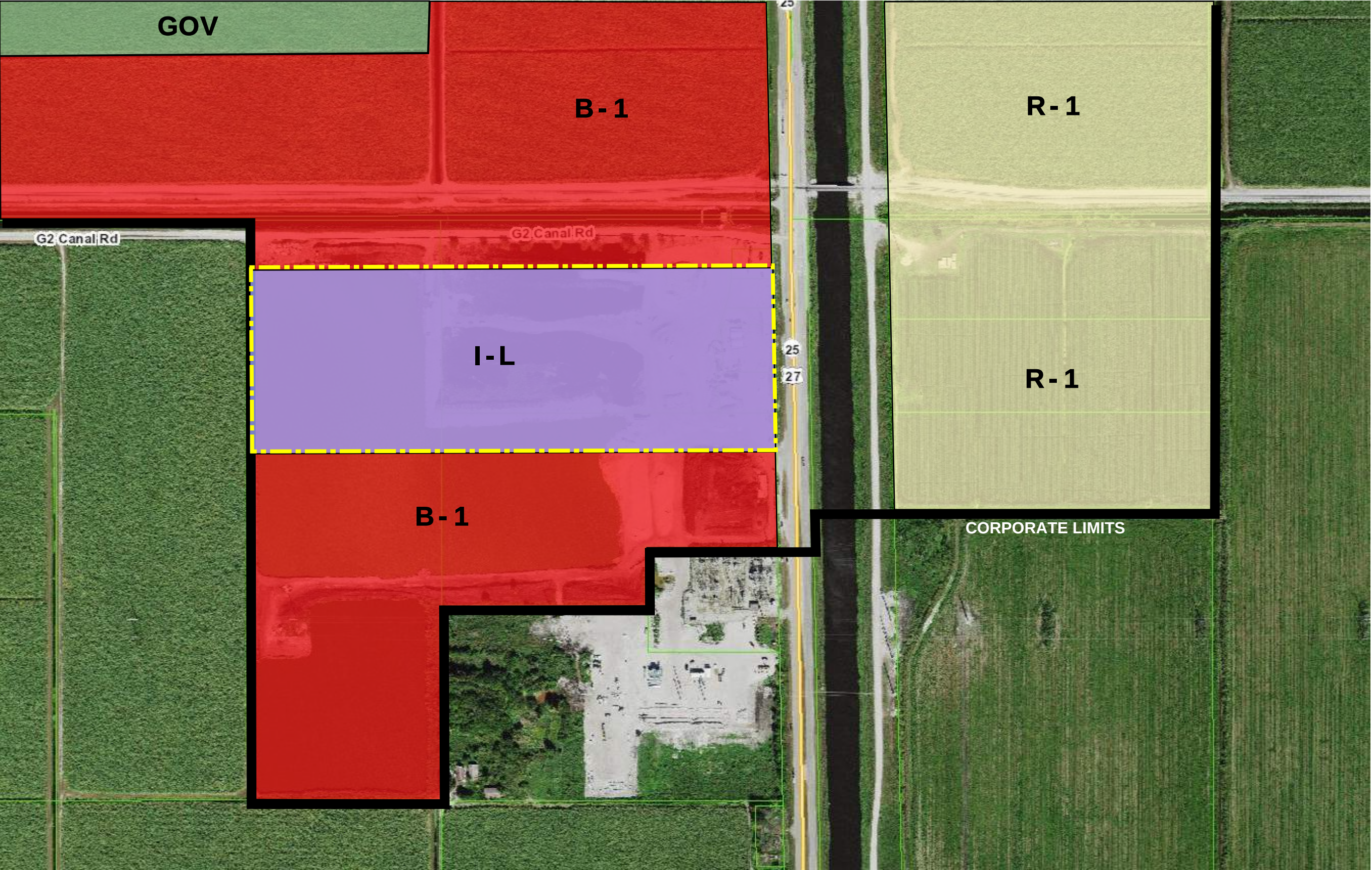
SUBJECT PROPERTY

CITY OF SOUTH BAY CORPORATE LIMITS



BAKER SOUTHEAST YARD - SOUTH BAY
EXISTING ZONING MAP





LEGEND

- R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT (0-4.0 UNITS / ACRE)
- R-2 - MULTIPLE FAMILY DWELLING DISTRICT (6.0 - 15.0 UNITS / ACRE)
- R-3 - MULTIPLE FAMILY DWELLING DISTRICT (15.0 - 19.0 UNITS / ACRE)
- MHRP - MOBILE HOME RENTAL PARKS
- B-1 - RETAIL COMMERCIAL DISTRICT
- B-2 - WHOLESALE COMMERCIAL DISTRICT
- I-L - LIGHT INDUSTRIAL DISTRICT
- I-G - GENERAL INDUSTRIAL DISTRICT
- GOVERNMENT - UTILITIES, RECREATION/OPEN SPACE, PUBLIC SCHOOLS, PUBLIC PARK AREAS AND GOVERNMENTAL ADMINISTRATION.
- PLANNED DEVELOPMENT

SUBJECT PROPERTY

CITY OF SOUTH BAY CORPORATE LIMITS



Certificate of Authorization License No. 30462
Bowman Consulting Group Ltd
www.bowman.com
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Sunrise, FL 33323
Phone: (954) 314-8480

**CITY OF SOUTH BAY
PROPOSED ZONING MAP**



CITY OF
SOUTH BAY
Florida



Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Palm Beach County, Florida**; that the attached copy of advertisement, being a **Public Notice** matter of

Public Notice

in the **20th Judicial District of the Circuit Court of Palm Beach County, Florida**, was published in said newspaper in the issues of

01/18/23

(Print Dates)

or by publication on the newspaper's website, if authorized, on

01/18/23, 01/19/23, 01/20/23, 01/21/23, 01/22/23, 01/23/23,
01/24/23, 01/25/23, 01/26/23, 01/27/23, 01/28/23, 01/29/23,

01/30/23, 01/31/23

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

**CITY OF SOUTH BAY
NOTICE OF PROPOSED ORDINANCE**

The following Ordinance described by title only will be placed on First Reading and Adoption at the City Commission Meeting of the City of South Bay, Florida to be held on February 7, 2023 at 7:00 P.M. at the City of South Bay City Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida.

ORDINANCE NO. 02-2023

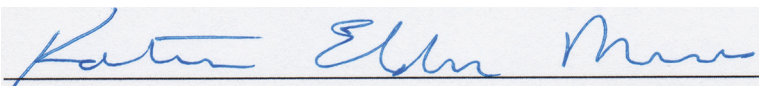
AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL CONTROL NOS. 58-36-44-23-01-000-0021, 58-36-44-23-01-000-0022, 58-36-44-23-01-000-0023, 58-36-44-23-01-000-0024, 58-36-44-23-01-000-0025, 58-36-44-23-01-000-0026, AND A PORTION OF PARCELS 58-36-44-23-01-000-0031 & 58-36-44-23-01-000-0072 ON THE SITE KNOWN AS THE BAKER SOUTHEAST YARD, LLC SITE GENERALLY LOCATED IN THE SOUTHERN PORTION OF THE CITY OF SOUTH BAY WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, AND, SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING APPROXIMATELY 25.909 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM B-1 RETAIL COMMERCIAL DISTRICT ZONING TO I-1 LIGHT INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

If anyone has any questions regarding this proposal, they may be submitted in writing or at the time of the scheduled public hearing as noted above. Written comments should be addressed to the City Clerk, 335 S.W. 2nd Avenue, South Bay, FL 33493.

All interested parties are encouraged to attend the City Commission meeting and be heard concerning these matters. Copies of the full text of the Ordinance may be inspected by the public at City Hall, 335 SW. 2nd Avenue, South Bay, FL 33493 by contacting the City Clerk at (561) 996-6751.

If a person decides to appeal the decision of the City Commission with respect to any matter considered at the public hearings or meetings herein referred, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. The City of South Bay does not prepare or provide such a record. The above items may be postponed or withdrawn without prior notice. Pursuant to the provision of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, because of a disability or physical impairment, should contact the City Clerk, (561) 996-6751, at least three (3) calendar days prior to the hearing.

CITY OF SOUTH BAY
578775 LON 01/18/2023

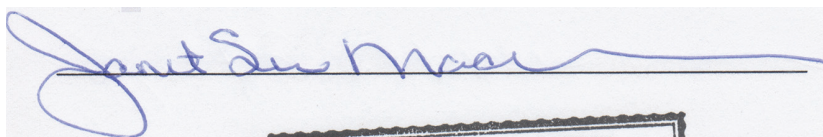
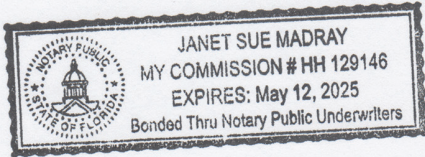

Katrina Elsken Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

23rd day of January, 2023.

(Signature of Notary Public)
STAMP OF NOTARY PUBLIC



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vicky Del Bosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: February 15, 2023
Ref: Weekly check register

Enclosed, please find the summary of check register as of February 15, 2023

General Fund

• Utility:		
	Verizon	\$ 973.76
	Comcast	900.83
• Marathon		2,367.36
• JLH Associates		2,320.00
• Florida Trend		5,000.00
• Purchased of supplies, materials and parts		1,485.83
• Payment for various services		4,287.31
• Other		<u>5,106.32</u>
	Total	\$ <u>22,441.41</u>

ARP Act Fund

Home Repair	\$ 7,950.00
Payroll	<u>3,654.77</u>
	\$ <u>11,604.77</u>

Sanitation Fund

Waste Management	\$ <u>24,932.50</u>
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AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/10/2023 1:47:01 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15104	JOE KYLES	JOE KYLES	2/10/2023	72.00
15105	1213	RONALD V. GRAHAM	2/10/2023	2,000.00
Totals:			Total Transactions:	2,072.00

AP Check Register Report

City Of South Bay (CSBFND)

2/9/2023 3:19:15 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
15093	1080	JUANITA THELEMAQUE	2/9/2023	2,000.00	
15094	1116	CARMEN CANALES	2/9/2023	1,950.00	
15095	1146	VERIZON CONNECT FLEET USA LLC	2/9/2023	189.50	
15096	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	2/9/2023	150.00	D
15097	CLARKE	CLARKE	2/9/2023	602.70	B
15098	FDOT	FDOT	2/9/2023	5.60	D
15099	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	2/9/2023	516.67	A
15100	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	2/9/2023	226.44	B
15101	LAKE HARDWARE	LAKE HARDWARE	2/9/2023	72.74	A
15102	LYONS PRINTING	LYONS PRINTING	2/9/2023	278.93	B
15103	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	2/9/2023	177.83	A
				Non-Electronic Transactions:	6,170.41
				Total Transactions:	6,170.41

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/7/2023 12:39:17 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15092	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	2/7/2023	300.00 ↗
Totals:			Total Transactions :	300.00

AP Check Register Report

City Of South Bay (CSBFND)

2/3/2023 11:49:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
15069	1017	LAYLA RODRIGUEZ	2/3/2023	175.00	D
15070	1018	KING GREEN	2/3/2023	150.00	
15071	1020	BENJAMIN EDOUARD	2/3/2023	175.00	
15072	1023	OMARIAN MATHIS	2/3/2023	150.00	
15073	1026	JADA LOVELY	2/3/2023	200.00	
15074	1027	E'RINZE MURPHY	2/3/2023	175.00	
15075	1180	LORINE WOODFOLK	2/3/2023	2,000.00	
15076	1233	FLORIDA TREND	2/3/2023	5,000.00	
15077	1234	KIMORA SHAKUR	2/3/2023	200.00	D
15078	1235	EMMANUEL PAUL	2/3/2023	150.00	
15079	1236	RYAN MANN	2/3/2023	200.00	
15080	1237	PERSIA GREEN	2/3/2023	200.00	
15081	1238	PRECIOUS VICKERS	2/3/2023	175.00	
15082	1239	FELECISE THOMAS	2/3/2023	150.00	
15083	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	2/3/2023	718.59	A
15084	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	2/3/2023	1,423.61	D
15085	FEDERAL EXPRESS	FEDERAL EXPRESS	2/3/2023	72.58	B
15086	JLH ASSOCIATES	JLH ASSOCIATES	2/3/2023	2,320.00	
15087	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	2/3/2023	1,666.66	B
15088	MARATHON/MEX BANK	WEX BANK	2/3/2023	2,367.36	
15089	MY DOCTOR	MARTIN T. HARLAND DO	2/3/2023	600.00	B
15090	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	2/3/2023	410.00	
15091	STEVEN G BINES	STEVEN G BINES	2/3/2023	430.00	
				Non-Electronic Transactions:	19,108.80
				Total Transactions:	19,108.80

AP Check Register Report

City Of South Bay (CSBFND)

2/3/2023 9:25:06 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15067	1232	DEE'S SWEET TEES LLC	2/3/2023	495.00 D
16068	REXEL	REXEL	2/3/2023	485.14 Void
Non-Electronic Transactions:				980.14
Total Transactions:				495.00 980.14

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/2/2023 3:39:46 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15066	1028	MOMMY & ME CRAFTING CORNER	2/2/2023	560.11
Totals:			Total Transactions:	560.11

AP Check Register Report

City Of South Bay (CSBFND)

2/1/2023 9:57:33 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH ON 1/31/23 FOF	VERIZON WIRELESS	VERIZON WIRELESS	2/1/2023	594.76
Totals:			Electronic Transactions:	594.76
			Total Transactions:	594.76

AP Check Register Report

City Of South Bay (CSBFND)

2/1/2023 2:58:42 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH ON 2/1/23	1146	VERIZON CONNECT FLEET USA LLC	2/1/2023	189.50
Totals:			Electronic Transactions:	189.50
			Total Transactions:	189.50

AP Check Register Report
City Of South Bay (CSBFND)

2/3/2023 12:14:55 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH PYMT 2-3-23	COMCAST	COMCAST	2/3/2023	310.98
Totals:			Electronic Transactions:	310.98
			Total Transactions:	310.98

AP Check Register Report

City Of South Bay (CSBFND)

2/9/2023 11:25:36 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-2/9/23	COMCAST	COMCAST	2/9/2023	171.35
Totals:			Electronic Transactions:	171.35
			Total Transactions:	171.35

AP Check Register Report

City Of South Bay (CSBFND)

2/9/2023 11:28:39 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-2/10/23	COMCAST	COMCAST	2/10/2023	418.50
Totals:			Electronic Transactions:	418.50
			Total Transactions:	418.50

AP Check Register Report

City Of South Bay (CSBFND)

2/8/2023 2:26:42 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
302	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/8/2023	24,144.12
Non-Electronic Transactions:				24,144.12
Total Transactions:				24,144.12

AP Check Register Report

City Of South Bay (CSBFND)

2/8/2023 2:37:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
303	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/8/2023	788.38
Non-Electronic Transactions:				788.38
Total Transactions:				788.38