



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, MARCH 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, MARCH 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. Solid Waste Collection Rate
 - b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, MARCH 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 item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

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

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

- a. Regular City Workshop and City Meeting
Approval of City Minutes –

5.a. February 21, 2023 Commission Meeting Minutes

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -

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

- a. RESOLUTION 08-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CERTIFIED RESULTS OF THE REGULAR ELECTION HELD ON MARCH 14, 2023 FOR CITY COMMISSIONER SEAT 1, CITY COMMISSIONER SEAT 3 AND CITY COMMISSIONER SEAT 5; PROVIDING FOR AN EFFECTIVE DATE

6.b. 2023 Uniform Municipal Election Results

- 6.c. Annual City Commission Reorganization
Nomination and Selection of Mayor
Nomination and Selection of Vice Mayor
Nomination and Selection of Treasurer
Motion and Retain City Clerk
Motion to Retain City Attorney

- d. RESOLUTION NO. 09-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN REBEL RECOVERY FLORIDA INC AND THE CITY OF SOUTH BAY FOR MOBILE HEALTH SUPPORT SERVICES; PROVIDING FOR AN EFFECTIVE DATE

6.d. MOU Agreement with Rebel

e. RESOLUTION NO. 10-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY PURCHASE AGREEMENT BETWEEN STEVEN G. BINES LLC AND THE CITY OF SOUTH BAY FOR AIR CONDITIONING UNIT REPLACE WITHIN THE CITY HALL BREAK ROOM; PROVIDING FOR AN EFFECTIVE DATE

6.e. South Bay Agreement (Steven G. Bines LLC)

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report March 21, 2023

10. CITY CLERK REPORT

a. NLC Congressional City Conference March 26-29, 2023

b. Great American Clean-up April 15, 2023 at Tanner Park 8am-12pm

11. CITY MANAGER REPORT

a. Re-naming BayFest

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 21, 2023
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
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. MTW Manufacturing LLC. (Roscoe Holmes)
 - b. Strategic SMART Planning (Commissioner Esther Berry)
 - c. Agenda Items
5. **ADJOURNMENT at 7:00pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, February 21, 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 21, 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 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

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. Rebel Recovery (Dhiny Mercedes)
 - b. Baker Southeast Yard-South Bay (Hunter Campbell/Damien Portillo)
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
 - a. Barbara King-Dedication

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: February 7, 2023
Approval of City Minutes: February 7, 2023

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – February 21, 2023

Moved by: Commissioner Mckelvin

Seconded by: Vice-Mayor Barnard

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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**6.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", REQUESTING THAT THE CITY TO APPROVE A UNITY OF TITLE; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Berry

Seconded by: Commissioner Mckelvin

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

6.b. RESOLUTION NO. 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

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	Absent

6.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

Moved By: Vice Mayor Barnard

Second By: Commissioner McKelvin

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

6.d. Resolution 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

Moved By: Commissioner Mckelvin

Second By: Vice Mayor Barnard

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

6.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

Moved By: Vice Mayor Barnard

Second By: Commissioner Mckelvin

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

7. ORDINANCE

a. ORDINANCE NO. 01-2023 (Public Hearing) (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.

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	Absent

b. 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.

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	Absent

8. ROSENWALD ELEMENTARY SCHOOL: NONE

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report February 21, 2023-Table to March 21, 2023 Meeting

Moved by: Commissioner Berry**Seconded by: Commissioner McKelvin**

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

10. CITY CLERK REPORT10.a. PBC Day March 7th and 8th**11. CITY MANAGER REPORT**

11.a. March 7, 2023 Commission Meeting Cancelled

11.a. City of South Bay PNC Mobile Branch Community Outreach

12. CITY ATTORNEY REPORT: NONE**13. FUTURE AGENDA ITEMS****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 8:42pm

Joe Kyles, Mayor**ATTESTED BY:**

South Bay City Clerk

RESOLUTION 08-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CERTIFIED RESULTS OF THE REGULAR ELECTION HELD ON MARCH 14, 2023 FOR CITY COMMISSIONER SEAT 1, CITY COMMISSIONER SEAT 3 AND CITY COMMISSIONER SEAT 5; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the regular City election for two City Commission seats for the City of South Bay was held on Tuesday, March 14, 2023; and

WHEREAS, Esther Berry was elected as Seat 1 City Commissioner for a three-year term; and

WHEREAS, Taranza McKelvin was elected as the Seat 3 City Commissioner to serve for a three-year term; and

WHEREAS, Albert Polk, IV was elected as the Seat 5 City Commissioner to serve for a three-year term; and

WHEREAS, on March 17, 2023, the Supervisor of Elections for Palm Beach County serving as the South Bay Canvassing Board certified the election results for the City of South Bay's Municipal General Election held on March 14, 2023; and

WHEREAS, the City Commission of the City of South Bay hereby accepts the certified results of the March 14, 2023 municipal election.

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

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

Section 2. **Adoption of Certified Election Results.** The City Commission of the City of South Bay hereby adopts the election results of the March 14, 2023 City of South Bay Municipal General Election for City Commission Seat 1, City Commission Seat 3 City

Commission Seat 5, as certified by the South Bay Canvassing Board, as more specifically set forth in Exhibit "A," attached hereto.

Section 3. Transmittal. The City Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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



2023 Uniform Municipal Election

The Supervisor of Elections for Palm Beach County hereby certifies the following Municipality:

City of South Bay:

Commissioner Seat #1 - South Bay (Vote For 1)

Participating Precincts Reporting: 1 / 1

[Precinct Details](#)

[Show Detailed View](#)

Choice	Percent	Votes
Esther E. Berry	52.26%	231
John Brockman	47.74%	211
		442

Commissioner Seat #3 - South Bay (Vote For 1)

Participating Precincts Reporting: 1 / 1

[Precinct Details](#)

[Show Detailed View](#)

Choice	Percent	Votes
Barbara King	44.30%	198
Taranza McKelvin	55.70%	249
		447

Commissioner Seat #5 - South Bay (Vote For 1)

Participating Precincts Reporting: 1 / 1

[Precinct Details](#)

[Show Detailed View](#)

Choice	Percent	Votes
Albert "Church Boy" Polk IV	79.33%	353
George Sandiford	20.67%	92
		445

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, WENDY SARTORY LINK, SUPERVISOR OF ELECTIONS,
HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
OF THE RECORDS ON FILE IN THIS OFFICE.

WITNESS MY HAND AND SEAL, THIS 17th DAY OF

March, 2023.

WENDY SARTORY LINK
SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY, FLORIDA
BY: Wendy Sartory Link

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416

Telephone: 561.656.6200 | Fax Number: 561.656.6287



2023 Uniform Municipal Election

City of South Bay – PRECINCT DETAIL

Commissioner Seat #1 – South Bay

A dash (-) represents detailed groups (Election Day, Vote By Mail, Early Votes, Provisional) with between 1 and 29 votes in accordance with Florida Statute 98.0981(2)(a)

6601 [Show Graphical View](#)

Choice	Election Day	Vote By Mail	Total Votes	Percentage
Esther E. Berry	169	62	231	52.26%
John Brockman	171	40	211	47.74%

Commissioner Seat #5 – South Bay

A dash (-) represents detailed groups (Election Day, Vote By Mail, Early Votes, Provisional) with between 1 and 29 votes in accordance with Florida Statute 98.0981(2)(a)

6601 [Show Graphical View](#)

Choice	Election Day	Vote By Mail	Total Votes	Percentage
Barbara King	151	47	198	44.30%
Taranza McKelvin	193	56	249	55.70%

Commissioner Seat #3 – South Bay

A dash (-) represents detailed groups (Election Day, Vote By Mail, Early Votes, Provisional) with between 1 and 29 votes in accordance with Florida Statute 98.0981(2)(a)

6601 [Show Graphical View](#)

Choice	Election Day	Vote By Mail	Total Votes	Percentage
Albert "Church Boy" Polk IV	276	77	353	79.33%
George Sandiford	-	-	92	20.67%

RESOLUTION NO. 09-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN REBEL RECOVERY FLORIDA INC AND THE CITY OF SOUTH BAY FOR MOBILE HEALTH SUPPORT SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Rebel Recovery Florida Inc for the provision of: Mobile health and peer recovery support services including hygiene and personal care supply distribution, risk reduction information, education, infectious disease testing and navigation to care and other services of the FLASH Program; and

WHEREAS, Rebel Recovery Florida Inc is a low barrier recovery organization that has been serving Palm Beach County since 2016 and provides recovery support services, education and advocacy to people impacted by drug use and those living with or at risk of infectious diseases. All services are free; and

WHEREAS, the mobile syringe and health service program, FLASH, offers harm reduction and a range of community based prevention programs and services to people who use drugs. Services further include infectious disease testing and healthcare navigation, peer support, and sterile injection supplies to help prevent the spread of infectious diseases; and

WHEREAS, Rebel Recovery Florida Inc agrees to operate on the second Wednesday of each month within the City of South Bay; and

WHEREAS, Rebel Recovery Florida Inc agrees to respect sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made; and

WHEREAS, Rebel Recovery Florida Inc agrees to diligently provide recovery care support, including navigation to available supportive community-based resources and providers; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding

between Rebel Recovery Florida Inc and the City of South Bay is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Memorandum of Understanding (MOU) between Rebel Recovery Florida Inc and the City of South Bay, attached hereto as Exhibit “A,” for the provision of various health support services. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 21st day of March 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicky DelBosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

MEMORANDUM OF UNDERSTANDING

This two-party Memorandum of Understanding (MOU) is made and entered into this ____ day of March 2023 by and between the City of South Bay ("City") whose address is 335 SW Second Avenue, South Bay, Florida 33493 and Rebel Recovery Florida Inc, a Florida Not For Profit Corporation whose address is 400 N Congress Ave, Suite 130, West Palm Beach, FL 33401. This MOU shall remain in effect pursuant to the terms below:

Recitals

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Rebel Recovery Florida Inc for the provision of: Mobile health and peer recovery support including hygiene and personal care supply distribution, risk reduction information, education, infectious disease testing and navigation to care and other services of the Florida Access to Syringe and Health Services ("FLASH") Program; and

WHEREAS, Rebel Recovery Florida Inc is a low barrier recovery organization that has been serving Palm Beach County since 2016 and provides recovery support services, education and advocacy to people impacted by drug use and those living with or at risk of infectious diseases. All services are free; and

WHEREAS, the mobile syringe and health service program, FLASH, offers harm reduction and a range of community based prevention programs and services to people who use drugs. These services further include infectious disease testing and healthcare navigation, peer support, and sterile injection supplies to help prevent the spread of infectious diseases; and

WHEREAS, Rebel Recovery Florida Inc agrees to operate on the second Wednesday of each month within the City of South Bay; and

WHEREAS, Rebel Recovery Florida Inc agrees to respect sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made; and

WHEREAS, Rebel Recovery Florida Inc agrees to diligently provide recovery care support, including navigation to available supportive community-based resources and providers; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between Rebel Recovery Florida Inc and the City of South Bay 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:

Article I: Term

This MOU will be effective for services rendered following the execution of this MOU by both parties. Either party may terminate this MOU at any time.

Article II: Scope of Services

Rebel Recovery Florida Inc:

1. To ensure that residents of the City have access to recovery support services, education and advocacy to people impacted by drug use and those living with or at risk of infectious diseases.
2. To ensure that all services are free of charge.
3. To ensure that the mobile syringe and health service program, FLASH, offers harm reduction and a range of community based prevention programs and services to people who use drugs.
4. To ensure that infectious disease testing and healthcare navigation, peer support, and sterile injection supplies aid in the prevention of spreading infectious diseases.
5. To ensure operation within the City of South Bay on the second Wednesday of each month.
6. To ensure that Rebel Recovery Florida Inc respects sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made.

City of South Bay:

1. Ensure that Rebel Recovery Florida Inc is permitted to operate within the City of South Bay pursuant to the terms set forth in the MOU.

Article III: Insurance

- 1, Rebel Recovery Florida Inc shall not commence work under this MOU until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
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.
3. Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

4. Insurance shall be in force until all work required to be performed under the terms of the MOU 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 MOU, then in that event, Rebel Recovery Florida Inc 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 MOU and extension there under is in effect. Rebel Recovery Florida Inc shall not continue to work pursuant to this MOU unless all required insurance remains in full force and effect.

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 minim 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.

6. Rebel Recovery Florida Inc 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 MOU and name the CITY as an additional insured under their policy.

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

The parties hereby execute this MOU by their duly authorized officials:

Leondrae Camel, City Manager
335 SW Second Avenue
South Bay, Florida 33493

City of South Bay

Date

Nancy McConnell, CEO
400 N Congress Ave
Suite 130, West Palm Beach, FL 33401

Rebel Recovery Florida Inc

Date

RESOLUTION NO. 10-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY PURCHASE AGREEMENT BETWEEN STEVEN G. BINES LLC AND THE CITY OF SOUTH BAY FOR AIR CONDITIONING UNIT REPLACE WITHIN THE CITY HALL BREAK ROOM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that City Hall is in need of immediate repair of its Air Conditioning (A/C) unit within the City Hall break room; and

WHEREAS, on February 14, 2023, Steven G. Bines LLC, submitted a quote in the amount of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) to replace the City Hall Air Conditioning unit within the City Hall break room; and

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

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

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between Steven G. Bines LLC and the City of South Bay, attached hereto as Exhibit "A," for the provision of Air Conditioning unit repair within the City Hall break room, on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and **ADOPTED** this 21st day of March 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicky 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

STEVEN G. BINES LLC

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

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

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

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary

to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

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

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

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

ARTICLE 3 COMMENCEMENT OF SERVICES

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

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Five-Thousand Two Hundred Fifty Dollars (\$5,250.00).

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

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

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

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

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

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

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
PERFORMANCE BOND

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

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

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

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

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

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

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: Steven G. Bines, Owner
Steven G. Bines, LLC
500 Orange Avenue Circle
Building 7, Suite 5
Belle Glade, FL 33430

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

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

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

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

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

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

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

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement

between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

CITY OF SOUTH BAY

ATTEST:

Vicky DelBosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Steven G. Bines, Owner

Steven G. Bines LLC

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)



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
Vincenta Delbosquez

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: March 15, 2023
Ref: Weekly check register

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

General Fund

- Utility:

Comcast	\$ 1,838.10
FPL	6,493.21
PBC water Utility	2,631.58
Verizon	740.79

• Bank of America	5,144.73
• Washington Marriot	7,316.45
• Marathon	2,334.39
• Election staff	2,015.00
• PBC Sheriff Office	38,434.34
• United Health Ins	10,544.29
• Purchased of supplies, materials and parts	5,028.87 ^A
• Payment for various services	5,238.20 ^B
• Payroll deductions	4,184.10 ^C
• Other	13,174.59 ^D

Total	\$ 105,118.64
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ARP Act Fund

Home repair	\$ 53,654.50
Payroll	7,836.34
	<u>\$ 61,490.84</u>

Capital Project

Hinterland Group	<u>\$ 109,955.10</u>
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Sanitation Fund

Waste Management	<u>\$ 41,084.32</u>
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AP Check Register Report

City Of South Bay (CSBFND)

2/17/2023 9:09:19 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15106	1072	PARTY JAM RENTAL LLC	2/17/2023	250.00
15107	1240	FAMILY BICYCLE	2/17/2023	750.00
15108	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	2/17/2023	19,217.17
Non-Electronic Transactions:				20,217.17
Total Transactions:				20,217.17

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/17/2023 2:46:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15109	1241	AUNTIE ROSE'S SOUL FOOD RESTAURANT	2/17/2023	600.00
Totals:			Total Transactions:	600.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/24/2023 9:19:30 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15114	1245	DOUBLETREE BY HILTON HOTEL	2/24/2023	3,766.00
Totals:			Total Transactions:	3,766.00

AP Check Register Report

City Of South Bay (CSBFND)

2/24/2023 10:58:24 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
15115	1242	ASHLEY WEBB	2/24/2023	75.00	D
15116	AFLAC	AFLAC	2/24/2023	1,414.06	C
15117	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	2/24/2023	734.40	✓
15118	ECONO SIGNS	ECONO SIGNS	2/24/2023	1,692.48	A
15119	FDOT	FDOT	2/24/2023	5.14	D
15120	HOMELESS COALITION O	HOMELESS COALITION OF PALM BEACH COUNTY IN	2/24/2023	3,300.00	D
15121	IAMAW	IAMAW	2/24/2023	269.28	C
15122	LAKE HARDWARE	LAKE HARDWARE	2/24/2023	143.92	A
15123	LIBERTY NATIONAL	LIBERTY NATIONAL	2/24/2023	284.94	C
15124	MUTUAL OF OMAHA	MUTUAL OF OMAHA	2/24/2023	291.62	L
15125	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	2/24/2023	263.64	A
15126	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	2/24/2023	468.96	B
15127	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	2/24/2023	745.00	L
15128	UNITED HEALTH CARE	UHS PREMIUM BILLING	2/24/2023	10,544.29	
15129	VERIZON WIRELESS	VERIZON WIRELESS	2/24/2023	551.29	
15130	VRC	VRC	2/24/2023	764.89	B
15131	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	2/24/2023	68.50	C
15132	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	2/24/2023	300.96	A
				Non-Electronic Transactions:	21,918.37
				Total Transactions:	21,918.37

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15133	1170	EDJVON MCCALL	2/24/2023	940.00
Totals:			Total Transactions:	940.00

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15134	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	3/3/2023	1,423.61
15135	1246	JULISA ABRAMS	3/3/2023	115.00
15136	WALMART (CAPITAL ONE	CAPITAL ONE	3/3/2023	231.50
15137	TARANZA MCKELVIN	TARANZA MCKELVIN	3/3/2023	446.60
15138	JOE KYLES	JOE KYLES	3/3/2023	133.00
15139	BETTY BARNARD	BETTY BARNARD	3/3/2023	83.00
15140	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	3/3/2023	83.00
15141	JOHN WILSON	JOHN WILSON	3/3/2023	83.00

Non-Electronic Transactions:	2,598.71
Total Transactions:	2,598.71

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
15158	1143	PPLSI	3/10/2023	118.70	C
15159	1146	VERIZON CONNECT FLEET USA LLC	3/10/2023	189.50	
15160	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	3/10/2023	709.80	A
15161	CLARKE	CLARKE	3/10/2023	602.70	B
15162	EDGAR KERR	EDGAR W. KERR	3/10/2023	199.60	C
15163	FDOT	FDOT	3/10/2023	11.24	D
15164	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	3/10/2023	1,000.00	
15165	FPL	FPL	3/10/2023	6,493.21	
15166	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	3/10/2023	851.70	A
15167	LAKE HARDWARE	LAKE HARDWARE	3/10/2023	245.47	
15168	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	3/10/2023	188.89	
15169	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	3/10/2023	179.17	
15170	PALM BEACH COUNTY	BOARD OF COUNTY COMMISSIONERS/ PALM BEACH	3/10/2023	110.00	D
15171	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	3/10/2023	19,217.17	
15172	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	3/10/2023	2,631.68	
15173	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	3/10/2023	410.00	B
15174	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	3/10/2023	250.00	L
15175	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	3/10/2023	500.00	C
15176	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	3/10/2023	230.00	B
15177	SHERWIN WILLIAMS	SHERWIN WILLIAMS	3/10/2023	221.34	A
15178	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	3/10/2023	99.99	B

Non-Electronic Transactions:	34,460.16
Total Transactions:	34,460.16

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15179	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	3/10/2023	1,666.66 B
Non-Electronic Transactions:				1,666.66
Total Transactions:				1,666.66

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15180	1034	WASHINGTON MARRIOTT MARQUIS	3/13/2023	7,316.45
Totals:			Total Transactions :	7,316.45

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15181	1273	SYLVIA VILLANUEVA	3/14/2023	375.00
15182	NATOYA MCKENZIE	NATOYA MCKENZIE	3/14/2023	230.00
15183	1188	LORAIN CLARK CAIN	3/14/2023	290.00
15184	1270	GLORIA JEAN MORRISON	3/14/2023	230.00
15185	1269	THOMASINA LANE	3/14/2023	230.00
15186	1208	COCYNTHIA R. NIX	3/14/2023	230.00
15187	1271	TAWANNA DENISE WHITE	3/14/2023	230.00
15188	1272	MICHAEL FABIAN PALACIOS	3/14/2023	200.00
Totals:			Total Transactions:	2,015.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH 2/23/23 FOR 89	COMCAST	COMCAST	2/23/2023	147.05
ACH 2/23/23 FOR16	COMCAST BUSINESS	COMCAST	2/23/2023	774.43
Totals:			Electronic Transactions:	921.48
			Total Transactions:	921.48

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH FOR 9928-3/3/2	COMCAST	COMCAST	3/3/2023	317.75
Totals:		Electronic Transactions:		317.75
		Total Transactions:		317.75

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH FOR 1081-0323	COMCAST	COMCAST	3/13/2023	171.35
ACH FOR 9978-323	COMCAST	COMCAST	3/13/2023	427.52
Totals:			Electronic Transactions:	598.87
			Total Transactions:	598.87

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15110	1243	KIM BECKFORD	2/22/2023	3,000.00
15111	1205	ROSIE B. BENNIEFIELD	2/22/2023	2,000.00
15112	1182	WILLIE MAE BARNES	2/22/2023	1,654.50
15113	1088	MARIA RODRIGUEZ	2/22/2023	2,000.00
Totals:			Total Transactions:	8,654.50

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15142	1096	MARY FREEMAN	3/7/2023	2,000.00
15143	1148	LOUISE MCKINZIE	3/7/2023	3,000.00
15144	1247	LATANGELA LEWIS	3/7/2023	3,000.00
15145	1248	ALLICIA JORDAN	3/7/2023	3,000.00
15146	1249	EDNA STEPHENS	3/7/2023	3,000.00
15147	1251	PAMELLA MAYS	3/7/2023	3,000.00
15148	1252	MANUEL SEGURA	3/7/2023	3,000.00
15149	1254	WILLIAM LIKELY	3/7/2023	3,000.00
15150	1255	ETHELL FIELDS	3/7/2023	3,000.00
15151	1258	MARY HARRELL	3/7/2023	3,000.00
15152	1259	GLORIA BRACKLIN	3/7/2023	3,000.00
15153	1260	CARRIE R. JERNINGAN	3/7/2023	3,000.00
15154	1261	ENOS GERALD JOHNSON	3/7/2023	3,000.00
15155	1265	HATTIE STROTHER ROBERTS	3/7/2023	3,000.00
15156	MARATHON/MEX BANK	WEX BANK	3/7/2023	2,334.39
Non-Electronic Transactions:				43,334.39
Total Transactions:				43,334.39

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15157	1098	ROSA SLEDGE	3/8/2023	2,000.00
Totals:			Total Transactions :	2,000.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
15189	1128	JOSE ALCALA	3/14/2023	2,000.00
Non-Electronic Transactions:				2,000.00
Total Transactions:				2,000.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
256	1069	HINTERLAND GROUP INC	2/27/2023	109,955.10
Totals:			Total Transactions :	109,955.10

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
306	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/10/2023	593.48
Non-Electronic Transactions:				593.48
Total Transactions:				593.48

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
305	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/27/2023	28,314.31
Non-Electronic Transactions:				28,314.31
Total Transactions :				28,314.31

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
304	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/17/2023	12,176.53
Non-Electronic Transactions:				12,176.53
Total Transactions:				12,176.53