



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, JUNE 6, 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:

Albert L. Polk IV

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, JUNE 6, 2023
6:00 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Marketing and Public Relations-Workshop for 6:00pm
 - b. RFP to repair roads for \$35,000
 - c. LORE Presentation (6:30pm)
 - d. Lake Okeechobee Rural Health Network- Presentation
4. **Agenda Items**
5. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JUNE 6, 2023
7:00 PM

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this

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

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

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

- a. Regular City Workshop and City Meeting
Approval of City Minutes –
 - 5.a. Meeting Minutes May 16, 2023
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - June 6, 2023
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. **RESOLUTION NO. 22-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AUTHORIZING THE**

**USE OF AMERICAN RESCUE PLAN ACT FUNDS TO AUTHORIZE THE
PURCHASE OF ONE (1) NEW 2023 JOHN DEERE GATOR S4
XUV560E FROM EVERGLADES EQUIPMENT GROUP, INC. IN THE
AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) AND
THREE (3) JOHN DEERE Z930M ZTRAK LAWNMOWER IN THE
AMOUNT OF THIRTY-SEVEN THOUSAND FIVE HUNDRED
DOLLARS (\$37,500.00); PIGGYBACKING THE FLORIDA SHERIFF'S
ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT
NUMBER FSA20-VEL28.0; PROVIDING FOR AN ALLOCATION OF
FUNDS; PROVIDING FOR AN EFFECTIVE DATE**

- 6.a. Quote Summary
- b. **RESOLUTION NO. 23-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY
MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY
PURCHASE BETWEEN JUST 1 CONSTRUCTION, LLC AND THE CITY**

OF SOUTH BAY FOR REPLACEMENT OF TANNER PARK
RECREATION CENTER FLOORING; PROVIDING FOR AN EFFECTIVE
DATE

6.b. South Bay Agreement (Just1 Construction LLC)

c. RESOLUTION NO. 24-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 3 TO AGREEMENT LP50102 BETWEEN THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND
THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.c. LP50102 Amendment 3

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

a. Next Commission Meeting Schedule July 18, 2023 6:30pm

b. Annual Backpack Giveaway July 29, 2023 @ 9am to 12pm

11. CITY MANAGER REPORT

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, May 16, 2023
6:30PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin
Commissioner Albert Polk

Staff:

Vicky Del Bosquez, City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Edgar Kerr, Public Works Director
Caroline Larris, Community Engagement Coordinator
Aiyana Bent, Navigation Coordinator
Joseph Shannon, Code Enforcement Officer
Lisbeth Flores, Office Intern
Jeffrey Willis, Special Project Coordinator
Denise Barrera, Office Intern

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

1. CALL TO ORDER at 6:30pm

2. ROLL CALL

3. DISCUSSION

a. Director of External Service, Chris Holley II, Florida League of Cities

b. Agenda Items

4. ADJOURNMENT at 7:01pm

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, May 16, 2023
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Vice Mayor Betty Barnard in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 16, 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
Commissioner Albert Polk IV

Staff:

Vicky Del Bosquez, City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Edgar Kerr, Public Works Director
Caroline Larris, Community Engagement Coordinator
Aiyana Bent, Navigation Coordinator
Joseph Shannon, Code Enforcement Officer
Jeffrey Willis, Special Project Coordinator
Lisbeth Flores, Office Intern
Denise Barrera, Office Intern

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes):*
 - a. John A. Carey, Inspector General Palm Beach County
 - b. Roads Reconstruction/Project Updates, CAP Engineering
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**

5. CONSENT AGENDA

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

- 5a.** Regular City Workshop and City Meeting: May 2, 2023
Approval of City Minutes: May 2, 2023

- 5b.** Regular City Workshop and City Meeting
Approval of Meeting Agenda – May 16, 2023

Approve Consent Agenda

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Polk

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)

- a. RESOLUTION NO. 19-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PROMOTING AND SUPPORTING THE GOALS AND IDEALS OF THE FAIR HOUSING ACT AND DESIGNATING THE MONTH OF APRIL AS FAIR HOUSING MONTH; PROVIDING FOR AN EFFECTIVE DATE

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 Polk	YES

b. RESOLUTION 20-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A NON-DISCRIMINATION POLICY AND POLICY NOTICE IN COMPLIANCE WITH TITLE II OF THE AMERICAN WITH DISABILITIES ACT, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A", REAFFIRMING THE CITY'S POLICY OF NON-DISCRIMINATION RELATED TO THE CITY'S SERVICES, PROGRAMS AND ACTIVITIES, AND APPOINTING THE CITY CLERK AS THE CITY'S ADA COORDINATOR; PROVIDING FOR AN EFFECTIVE DATE

6.b. CITY OF SOUTH BAY DISABILITY NON-DISCRIMINATION POLICY

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Polk

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

c. RESOLUTION 21-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN PNC BANK, NATIONAL ASSOCIATION AND THE CITY OF SOUTH BAY FOR THE PURPOSE OF INSTALLING, MAINTAINING AND OPERATING A MOBILE BANK BRANCH FACILITY; PROVIDING FOR AN EFFECTIVE DATE

6.c. LICENSE AGREEMENT

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Mckelvin

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

7. ORDINANCE: NONE**8. ROSENWALD ELEMENTARY SCHOOL: Updates****9. FINANCE REPORT**

- a. Accounts Payable Report
 - 9.a. Changed the check registry report

Approve finance report**Moved by: Commissioner Berry****Seconded by: Commissioner McKelvin**

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

10. CITY CLERK REPORT

- a. Health and Wellness Fair, May 20, 2023, 10am-2pm Tanner Park

11. CITY MANAGER REPORT

- a. Equipment Replacement
- b. Budget Preparation Schedule
- c. Updates
- d. Establishing Marketing and Public Relations-Workshop for 6:00pm, June 6,2023

12. CITY ATTORNEY REPORT: NONE**13. FUTURE AGENDA ITEMS:****RFP to repair roads for \$35,000****Moved by: Commissioner Polk****Seconded by: Commissioner McKelvin**

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

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Taranza McKelvin

- Thank you

14.b. Commissioner Albert L. Polk IV

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 9:26pm

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 22-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS TO AUTHORIZE THE PURCHASE OF ONE (1) NEW 2023 JOHN DEERE GATOR S4 XUV560E FROM EVERGLADES EQUIPMENT GROUP, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) AND THREE (3) JOHN DEERE Z930M ZTRAK LAWNMOWER IN THE AMOUNT OF THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00); PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA20-VEL28.0; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to piggyback the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA20-VEL28.0 for the purchase of one (1) 2023 John Deere S4 Gator XUV560E Utility Vehicle and three (3) John Deere Z930M Ztrak lawnmower; and

WHEREAS, the base price for one (1) John Deere 2930M ZTrak Lawnmower is Twelve Thousand Five Hundred Dollars (\$12,500.00), bringing the total amount to Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for three (3) vehicles; and

WHEREAS, the base price for one (1) 2023 John Deere S4 Gator XUV560E Utility Vehicle Fifteen Thousand Five Hundred Dollars (\$15,500.00); and

WHEREAS, the grand total purchase price for the four (4) pieces of equipment is Fifty-two Thousand Five Hundred Dollars (\$52,500.00); and

WHEREAS, the City Manager has confirmed that the stated purchases are authorized utilizing the American Rescue Plan Act funds pursuant to the City's ARPA policy; and

WHEREAS, a purchase order for the four (4) pieces of equipment is attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of South Bay deems the purchase of one (1) 2023 John Deere S4 Gator XUV560E Utility Vehicles and Three (3) John Deere

Z930M Ztrak lawnmower from Everglades Equipment Group, Inc. to be vitally important to the health, welfare and safety of the residents of the City; and,

WHEREAS, the City Commission of the City of South Bay desires to authorize the City Manager to purchase the aforementioned vehicles utilizing American Rescue Plan Act Funds and execute documentation consistent with the intent of this resolution.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to piggyback the purchase of one (1) 2023 John Deere S4 Gator XUV560E S4 Utility Vehicle and three (3) John Deere Z930M Ztrak lawnmowers from Everglades Equipment Group, Inc. by utilizing the Florida Sheriff’s Association Cooperative Purchasing Program Contract number FSA20-VEL28.0. The City Manager is further authorized to take all necessary and expedient action to execute all necessary documents in order to effectuate the intent of this Resolution.

Section 3. Allocation of Funds. The City Commission hereby authorizes the expenditure for one (1) 2023 John Deere S4 Gator XUV560E S4 Utility Vehicle and three (3) John Deere Z930M Ztrak lawnmower from Equipment/Vehicles Account Number: 001-151-64000.

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

PASSED and ADOPTED this 6th day of June 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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



JOHN DEERE

Quote Id: 28806829

Prepared For:
CITY OF SOUTH BAY

Prepared By: **Jason Tucker**

Everglades Equipment Group
2017 Nw 16th Street
Belle Glade, FL 33430

Tel: 561-996-6531

Fax: 561-996-8367

Email: jtucker@evergladesfarmequipment.com

Date: 11 May 2023

Offer Expires: 31 May 2023

Confidential

Quote Summary

Prepared For:
 CITY OF SOUTH BAY
 335 SW 2ND AVE
 SOUTH BAY, FL 33493
 Business: 561-996-6751

Prepared By:
 Jason Tucker
 Everglades Equipment Group
 2017 Nw 16th Street
 Belle Glade, FL 33430
 Phone: 561-996-6531
 jtucker@evergladesfarmequipment.com

PRICING IS BASED ON THE FLORIDA SHERIFF'S CONTRACT.
 THE ITEM NUMBER IS 245 AT \$13,900.00, THE FOLLOWING ARE
 OPTIONS (560ES4 - \$300.00, ROOF - \$800.00).

Quote Id: 28806829
Created On: 11 May 2023
Last Modified On: 11 May 2023
Expiration Date: 31 May 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV560E S4 (Model Year 2023)	\$ 16,984.00	\$ 15,000.00 X	1 =	\$ 15,000.00
Equipment Total				\$ 15,000.00

Quote Summary

Equipment Total	\$ 15,000.00
SubTotal	\$ 15,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 15,000.00

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 28806829

Customer: CITY OF SOUTH BAY

JOHN DEERE GATOR™ XUV560E S4 (Model Year 2023)				
Hours:		Suggested List		
Stock Number:		\$ 16,984.00		
		Selling Price		
		\$ 15,000.00		
Code	Description	Qty	Unit	Extended
5798M	GATOR™ XUV560E S4 (Model Year 2023)	1	\$ 14,499.00	\$ 14,499.00
Standard Options - Per Unit				
001A	US / CANADA	1	\$ 0.00	\$ 0.00
0505	Build to Order Package	1	\$ 0.00	\$ 0.00
1027	26" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	1	\$ 613.00	\$ 613.00
2023	Front/Rear Bench Seat - Black	1	\$ 0.00	\$ 0.00
2500	Green & Yellow	1	\$ 0.00	\$ 0.00
3002	Cargo Box without Box Rails	1	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 672.00	\$ 672.00
4149	Less Protection	1	\$ 0.00	\$ 0.00
6039	Less Under Seat Storage	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 1,285.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 1,200.00
Suggested Price				\$ 16,984.00
Customer Discounts				
Customer Discounts Total			\$ -1,984.00	\$ -1,984.00
Total Selling Price				\$ 15,000.00

Confidential



JOHN DEERE

Quote Id: 28791111

Prepared For:
CITY OF SOUTH BAY

Prepared By: **Jason Tucker**

Everglades Equipment Group
2017 Nw 16th Street
Belle Glade, FL 33430

Tel: 561-996-6531

Fax: 561-996-8367

Email: jtucker@evergladesfarmequipment.com

Date: 09 May 2023

Offer Expires: 31 May 2023

Confidential



JOHN DEERE

Quote Summary

Prepared For:
CITY OF SOUTH BAY
335 SW 2ND AVE
SOUTH BAY, FL 33493
Business: 561-996-6751

Prepared By:
Jason Tucker
Everglades Equipment Group
2017 Nw 16th Street
Belle Glade, FL 33430
Phone: 561-996-6531
jtucker@evergladesfarmequipment.com

PRICING IS BASED ON THE FLORIDA SHERIFF'S CONTRACT.
THE ITEM NUMBER IS 231 AT \$11,500.00, THE TWEEL WHEELS
ARE AN OPTION AT \$1,000.00.

Quote Id: 28791111
Created On: 09 May 2023
Last Modified On: 11 May 2023
Expiration Date: 31 May 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 15,990.00	\$ 12,500.00 X	1 =	\$ 12,500.00
JOHN DEERE Z930M ZTrak	\$ 15,990.00	\$ 12,500.00 X	2 =	\$ 25,000.00
Equipment Total				\$ 37,500.00

Quote Summary

Equipment Total	\$ 37,500.00
SubTotal	\$ 37,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 37,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 37,500.00

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 28791111

Customer: CITY OF SOUTH BAY

JOHN DEERE Z930M ZTrak				
Hours:				Suggested List
Stock Number:				\$ 15,990.00
				Selling Price
				\$ 12,500.00
Code	Description	Qty	Unit	Extended
216CTC	Z930M ZTrak	1	\$ 14,409.00	\$ 14,409.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,149.00	\$ 1,149.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	\$ 0.00
2091	Deluxe Comfort Seat with Armrests (22.5" High Back)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 1,149.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 192.00	\$ 192.00
	EnviroCrate	1	\$ 65.00	\$ 65.00
	Setup	1	\$ 175.00	\$ 175.00
Other Charges Total				\$ 432.00
Suggested Price				\$ 15,990.00
Customer Discounts				
Customer Discounts Total			\$ -3,490.00	\$ -3,490.00
Total Selling Price				\$ 12,500.00

JOHN DEERE Z930M ZTrak				
Hours:				Suggested List
Stock Number:				\$ 15,990.00
				Selling Price
				\$ 12,500.00
Code	Description	Qty	Unit	Extended
216CTC	Z930M ZTrak	2	\$ 14,409.00	\$ 28,818.00
Standard Options - Per Unit				
001A	United States/Canada	2	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	2	\$ 1,149.00	\$ 2,298.00

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 28791111

Customer: CITY OF SOUTH BAY

1504	60 In. Side Discharge Mower Deck	2	\$ 0.00	\$ 0.00
2091	Deluxe Comfort Seat with Armrests (22.5" High Back)	2	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,298.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	2	\$ 192.00	\$ 384.00
	EnviroCrate	2	\$ 65.00	\$ 130.00
	Setup	2	\$ 175.00	\$ 350.00
Other Charges Total				\$ 864.00
Suggested Price				\$ 31,980.00
Customer Discounts				
Customer Discounts Total			\$ -3,490.00	\$ -6,980.00
Total Selling Price				\$ 25,000.00

RESOLUTION NO. 23-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN JUST 1 CONSTRUCTION, LLC AND THE CITY OF SOUTH BAY FOR REPLACEMENT OF TANNER PARK RECREATION CENTER FLOORING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that Tanner Park Recreation Center is in need of immediate repair; and

WHEREAS, March 21, 2023, the City was notified by the Boys & Girls Club of Palm Beach County about several areas of noncompliance mainly the flooring; and,

WHEREAS, on April 5, 2023, Just 1 Construction, LLC submitted a quote in the amount of Twenty Thousand Five Hundred Sixty-Five Dollars and 36/100 (\$20,565.36) to repair the flooring with concrete, applying new flooring and the repair of entry doors of the Tanner Park Recreation Center; and

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

WHEREAS, the City Commission of the City of South Bay finds that the execution of an emergency purchase agreement for the repair of the Tanner Park Recreational Center flooring 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 Just 1 Construction, LLC and the City of South Bay, attached hereto as Exhibit "A", for the provision for replacement of Tanner Park Recreation Center flooring, on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and **ADOPTED** this 6th day of June 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 Polk	_____ (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

JUST 1 CONSTRUCTION, 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 flooring with concrete, applying new flooring, and the repair of entry doors of the Tanner Park Recreational Center.
- 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 Twenty Thousand Five Hundred Sixty Five Dollars and 36/100 (\$20,565.36).

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

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

CONTRACTOR: Daniel Jules
Just 1 Construction, LLC.
4371 Northlake Blvd, Ste. 116
Palm Beach Gardens, FL 33420

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

Joe Kyles, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY:_____

Daniel Jules

Just 1 Construction, 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, ARTICLES OR CORPORATION AND PHOTOS)

RESOLUTION NO. 24-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO AGREEMENT LP50102 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection ("FDEP") entered into the Agreement with the City of South Bay ("City") for City of South Bay Flood Control and Waterway Management, effective February 21, 2018; amended on August 15, 2019; and amended on December 10, 2020; and

WHEREAS, the City has requested an extension of the Agreement to allow for additional time to complete bidding and construction; and

WHEREAS, other changes to the Agreement are necessary; and

WHEREAS, the parties have agreed to amend the Agreement as set forth in attached Exhibit "A"; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the Mayor to execute Amendment No. 3 to Agreement LP50102 between FDEP and the City 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 to execute Amendment No. 3 to Agreement LP50102 between the Florida Department of Environmental Protection and the City of South Bay, attached hereto as Exhibit "A." The City Manager is authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and **ADOPTED** this 6th day of June 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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**AMENDMENT NO. 3
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of South Bay, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of South Bay Flood Control and Waterway Management, effective February 21, 2018; amended on August 15, 2019; and amended on December 10, 2020 and,

WHEREAS, the Grantee has requested an extension of the Agreement to allow for additional time to complete bidding and construction; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3-2, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-2 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Joe Kyles, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Kathleen Downey, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan

ATTACHMENT 3-3 REVISED GRANT WORK PLAN

PROJECT TITLE: City of South Bay Flood Control and Waterway Management.

PROJECT LOCATION: The Project will be located in the south east quadrant of the City of South Bay. Bounded by SR 80 (also known as East Palm Beach Road) on the north, SFWMD (South Florida Water Management District) Canal on the east, SE 4th St on the South and SE 1st Ave. on the west, which is located within the City of South Bay in Palm Beach County. See Figure 1 for a location map.

PROJECT BACKGROUND: The City of South Bay (Grantee) has three problem areas within the Southeast area of the City that have experienced extensive flooding during the heavy rain season, making the roadways impassable during emergencies. This project will provide improvement to the stormwater drainage system within the original section of South Bay. The mitigation measures will reduce flooding, improve drainage system performance and reduce future maintenance needs. In FY 2014-15, a survey and analysis was performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. The Southeast area of the City was deemed a priority in relation to flood control and water management. These improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. In addition, the overall water quality will be improved especially for all runoff directed to outfalls.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure in the East Palm Beach Road neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the stormwater improvements will consist of upgrading existing pipe sizes, installing new pipes and inlets, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity issues by redirecting flow, improving existing outfalls and capacity, and removing pipes with negative slopes.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete a pre-design analysis of the existing drainage system in the subject area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Task Description: The Grantee will construct the proposed project in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2025
2	Project Management	Contractual Services	\$55,000	07/01/2017	06/30/2025
3	Construction	Contractual Services	\$500,000	07/01/2017	06/30/2025
Total:			\$700,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Project Location Map





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

Albert Polk

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: May 31, 2023
Ref: Weekly check register

Enclosed, please find the summary of check register as of May 31, 2023

General Fund

• Utility:		
	Verizon	\$ 749.71
	Comcast	1,695.46
	PBCWUDept	2,657.50
• Unicus Rail		6,148.00
• Bagsinbulk		8,754.59
• FL Municipal Ins		31,065.00
• PBC Sheriff		19,217.17
• Purchased of supplies, materials and parts		5,706.66
• Payment for various services		5,867.77
• Payroll Deductions		500.00
• Other		<u>4,184.15</u>
	Total	<u>\$ 86,545.01</u>

ARP Act Fund

Home Repair	\$ 6,000.00
Andre Hamilton	3,750.00
Payroll	<u>4,779.60</u>
	<u>\$ 14,529.68</u>

Sanitation Fund

Waste Management	<u>\$ 17,149.54</u>
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AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15383	1004	RELIANT FIRE & SECURITY	05/25/2023	147.37	Service
15384	CLAUDIA CANO	CLAUDIA CANO	05/25/2023	200.20	Other
15385	EMBASSY SUITES BY HIL	EMBASSY SUITES BY HILTON ORLANDO	05/25/2023	135.00	
15386	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	05/25/2023	74.99	PURCHASE
				Non-Electronic Transactions:	557.56
				Total Transactions:	557.56

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15371	1040	DARRYL BROWN	05/25/2023	100.00	P&R
15372	1059	DEMETRES HAMPTON	05/25/2023	100.00	↓
15373	1060	ROOSEVELT J BLACKMAN	05/25/2023	120.00	
15374	1062	TERRY WRIGHT	05/25/2023	120.00	
15375	1216	PAULINO RODRIGUEZ	05/25/2023	2,000.00	Home Repair
15376	1290	KENNETH FUNDERBURK	05/25/2023	120.00	P&R
15377	1291	XAVIER BRYANT	05/25/2023	100.00	↓
15378	1292	JAMES HENRY	05/25/2023	100.00	
15379	1293	YOUTH RECREATION ASSOCIATION	05/25/2023	200.00	↓
15380	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	05/25/2023	2,657.50	
15381	STITCH WORK PLUS	STITCH WORK PLUS	05/25/2023	92.92	Service
15382	XEROX CORP	XEROX CORPORATION	05/25/2023	682.68	↓
Non-Electronic Transactions:					6,393.10
Total Transactions:					6,393.10

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15349	1072	PARTY JAM RENTAL LLC	05/19/2023	250.00	Other
15350	1154	MILTON SWIFT	05/19/2023	450.00	Services
15351	1248	ALLICIA JORDAN	05/19/2023	2,000.00	Home Rep
15352	1284	UNICUS RAIL AND CONSULTING SERVICES	05/19/2023	6,148.00	Other
15353	1285	TAX COLLECTOR, PALM BEACH COUNTY	05/19/2023	93.10	Refund
15354	1286	WOERNER SOUTH LLC	05/19/2023	203.58	+
15355	1287	ETOSHA LAVENDER	05/19/2023	150.00	Other
15356	1288	CITY OF WEST PALM BEACH	05/19/2023	38.00	+
15357	1289	ALBERT POLK	05/19/2023	96.66	Purchase
15358	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	05/19/2023	2,614.50	Service
15359	CLARKE	CLARKE	05/19/2023	1,194.58	Purchase
15360	EVERGLADES FARM EQUIPMENT GROUP	EVERGLADES EQUIPMENT GROUP	05/19/2023	1,959.95	+
15361	EVERGLADES TRADING	EVERGLADES TRADING	05/19/2023	157.00	Other
15362	FEDERATION OF FAMILIES OF FLORIDA	FEDERATION OF FAMILIES OF FLORIDA	05/19/2023	300.00	Repair
15363	JIM HOOKS WELDING INC.	JIM HOOKS WELDING INC.	05/19/2023	110.00	Purchase
15364	LAKE HARDWARE	LAKE HARDWARE	05/19/2023	42.73	+
15365	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	05/19/2023	110.19	Service
15366	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	05/19/2023	19,217.17	+
15367	PRIMESTAR DIGITAL NETWORK	PRIMESTAR DIGITAL NETWORK	05/19/2023	410.00	Service
15368	QUADIENT FINANCE USA, INC.	QUADIENT LEASING USA, INC.	05/19/2023	468.96	+
15369	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	05/19/2023	265.00	Other
15370	TAX COLLECTOR PALM BEACH COUNTY	TAX COLLECTOR PALM BEACH COUNTY	05/19/2023	34.00	

Non-Electronic Transactions:	36,313.42
Total Transactions:	36,313.42

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15339	1047	BAGSINBULK	05/11/2023	8,754.59	
15340	1146	VERIZON CONNECT FLEET USA LLC	05/11/2023	189.50	
15341	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	05/11/2023	1,423.61	o hr
15342	ANDRE L. HAMILTON	ANDRE L. HAMILTON	05/11/2023	3,750.00	
15343	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	05/11/2023	252.13	purchase
15344	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	05/11/2023	323.00	L
15345	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	05/11/2023	1,666.66	Service
15346	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	05/11/2023	172.17	purchase
15347	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	05/11/2023	500.00	PAYroll Ded
15348	VRC	VRC	05/11/2023	379.60	Service
Non-Electronic Transactions:					17,411.26
Total Transactions:					17,411.26

AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15336	1196	AMELIA KING	05/09/2023	2,000.00	<i>Home Rep</i>
15337	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUS	05/09/2023	31,065.00	
15338	GOLDEN CORRAL *	GOLDEN CORRAL	05/10/2023	300.00	<i>Other</i>
Totals:			Total Transactions:		33,365.00

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-5/26/23	VERIZON WIRELESS	VERIZON WIRELESS	05/26/2023	560.21	UTILITY-
Totals:			Electronic Transactions:	560.21	
			Total Transactions:	560.21	

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PAYMENT #997	COMCAST	COMCAST	05/16/2023	417.10	Utility
Totals:			Electronic Transactions:		417.10
			Total Transactions:		417.10

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 5-22-23	COMCAST	COMCAST	05/22/2023	187.48	PYMT 5-22-23

Totals:				Electronic Transactions:	187.48
				Total Transactions:	187.48

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 5-23-23	COMCAST BUSINESS	COMCAST	05/22/2023	761.03	PYMT 5-23-23

Totals:			Electronic Transactions:	761.03
			Total Transactions:	761.03

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 5-25-23	COMCAST	COMCAST	05/25/2023	329.85	PYMT 5-25-23
Totals:			Electronic Transactions:		329.85
			Total Transactions:		329.85

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
312	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	5/19/2023	17,149.54	
				Non-Electronic Transactions:	17,149.54
				Total Transactions:	17,149.54