



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, JANUARY 2, 2024

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 E. Berry

Commissioner:

Taranza McKelvin

Commissioner:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, JANUARY 2, 2024
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. City Manager Annual Performance Evaluation
 - 3.a. City Manager's Performance Evaluation
 - b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JANUARY 2, 2024
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).

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. City Minutes December 5, 2023

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda - January 2, 2024

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

a. RESOLUTION NO. 01-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 MUNICIPAL ELECTIONS VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.a. 2024 Municipal Election Agreement

b. RESOLUTION NO. 02-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE 2024 ANNUAL CITY SPONSORED SPECIAL EVENTS CALENDAR; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

a. ORDINANCE NO. 04-2023

AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY OF SOUTH BAY CODE OF ORDINANCES, ENTITLED "BUSINESSES", SPECIFICALLY AMENDING ARTICLE I ENTITLED "IN GENERAL", TO ADD SECTION 8-1 ENTITLED "CEMETERIES" TO PROHIBIT A CEMETERY NOT CONSTITUTED AND RECOGNIZED BY THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN

CODE; PROVIDING FOR AN EFFECTIVE DATE.

7.a. Second Reading

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

10. CITY CLERK REPORT

a. PBC Day January 9th-10th, 2024

11. CITY MANAGER REPORT

a. Park of Commerce Muck Management

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City Manager Performance Evaluation

City Manager's Name: _____

Commissioner's Name: _____

Evaluation Period: January 2023 to January 2024

Evaluation Date: _____

Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate and provide comments as applicable of the City Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resource Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The Individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline:

First regularly scheduled meeting in January:	• Mayor distributes the City Manager's performance evaluation form
First Meeting regularly scheduled meeting in February: Second Meeting regularly scheduled meeting in February:	• Commissioners are encouraged to meet with the manager to individually discuss their evaluation • Deadline for completion of the performance evaluation form
March regularly scheduled meeting:	• The compilation of the manager's evaluation presented to the Commission and public; merit percentage increase and agreement extension is considered

City Manager Performance Evaluation

Presented for ratification by the Commission

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	_____ of 5
b. Regularly provides accurate, updates/reports concerning matters of importance to the City.	_____ of 5
c. Anticipates problems and develops effective approaches for solving them.	_____ of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	_____ of 5
e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

2. Commission Relations	Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	_____ of 5
b. In responding to the requests for information, provides complete, accurate, and timely information equally to all Board members.	_____ of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	_____ of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	_____ of 5
e. Is willing to try new ideas proposed by the Board members	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	_____ of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	_____ of 5
c. Demonstrates a dedication to service to the community and its citizens	_____ of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	_____ of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

4. Policy Execution	Rating
a. Understands, supports, and enforces the city's ordinances, policies, and procedures.	_____ of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the board.	_____ of 5
c. Implements Commission actions in accordance with the intent of the Commission.	_____ of 5
d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City.	_____ of 5
e. Helps internal and external stakeholders to achieve common objective within the parameters of established Commission policies.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

City Manager Performance Evaluation

5. Intergovernmental Relations	Ratings:
a. Promotes a positive working relationship with other governmental entities.	_____ of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	_____ of 5
c. Positively and effectively represents the City and its interest when working with other governmental agencies.	_____ of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	_____ of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	_____ of 5
b. Is aware of staff weaknesses and works to improve their performance.	_____ of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	_____ of 5
d. Stays accurately informed and concerned about employee relations.	_____ of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

City Manager Performance Evaluation

7. Fiscal Management	Ratings:
a. Prepares a balance budget to provide services at a level directed by the commission.	_____ of 5
b. Ensures that the budget meets the operational needs of the city and makes the best possible use of available funds.	_____ of 5
c. Prepares the budget in an intelligent but readable format.	_____ of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	_____ of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

8. Planning and Organizational Development	Ratings:
a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the city.	_____ of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing “first thing first” in support of its strategic plan.	_____ of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the city’s resources.	_____ of 5
d. Has a capacity for and encourages innovation.	_____ of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

City Manager Performance Evaluation

9. Leadership and Decision-Making	Ratings:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	_____ of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	_____ of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	_____ of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	_____ of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

10. Individual Characteristics	Ratings:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	_____ of 5
b. Ensures that all business conducted by the city is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	_____ of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	_____ of 5
d. Has the capacity to listen to others and to recognize their interest.	_____ of 5
e. Avoids political positions, partisanship, and unnecessary controversy	_____ of 5
Total Rating for this Performance Dimension:	_____ of 25
Comments:	

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	_____	of 25
2. Commission Relations	_____	of 25
3. Citizen and Public Relations	_____	of 25
4. Policy Execution	_____	of 25
5. Intergovernmental Relations	_____	of 25
6. Staffing and Management	_____	of 25
7. Fiscal Management	_____	of 25
8. Planning and Organizational Development	_____	of 25
9. Leadership and Decision-Making	_____	of 25
10. Individual Characteristics	_____	of 25

Total Score: _____ of 250

Divide by 50 (total number of metrics)

Total Average Rating: _____ of 5

Evaluator's Signature: _____ Date: _____

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, DECEMBER 5, 2023
6:30PM

Present:

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

Staff

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Caroline Larris, Community Engagement Coordinator
Aiyana Bent, Community Service Navigator
Joseph Shannon, Code Enforcement Officer

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **Agenda Items**
4. **ADJOURNMENT at 6:41pm**

Moved by: Commissioner Mckelvin
Seconded by: Vice Mayor Barnard

CITY OF SOUTH BAY, FL

REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, DECEMBER 5, 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 December 5, 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:

Leondrae Camel, City Manager
 Vicenta Del Bosquez, City Clerk
 Burnadette Norris-Weeks, Esq., City Attorney
 Caroline Larris, Community Engagement Coordinator
 Aiyana Bent, Community Service Navigator
 Joseph 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*):
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - a. Annie Ifill
 - b. Barbara King
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.

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

5.a. Meeting Minutes November 21, 2023

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

5.b. December 5, 2023

Approve Consent Agenda

Moved by: Commissioner Mckelvin

Seconded by: Commissioner Polk

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

c. RESOLUTION NO. 57-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED SUPPLEMENTAL GRANT AGREEMENT NUMBER 3 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

5.c. Amendment for Approval

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Mckelvin

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

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

a. RESOLUTION NO. 58-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CHARITABLE SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00) FOR ROSENWALD ELEMENTARY SCHOOL SAFETY PATROLS AND DETERMINING THAT SUCH EXPENDITURE SERVES A PUBLIC PURPOSE; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

6.a. Charitable Sponsorship Letter

Moved by: Commissioner Mckelvin

Seconded by: Commissioner Polk

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

7. ORDINANCE

a. ORDINANCE NO. 04-2023

AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY OF SOUTH BAY CODE OF ORDINANCES, ENTITLED "BUSINESSES", SPECIFICALLY AMENDING ARTICLE I ENTITLED "IN GENERAL", TO ADD SECTION 8-1 ENTITLED "CEMETERIES" TO PROHIBIT A CEMETERY NOT CONSTITUTED AND RECOGNIZED BY THE CITY COMMISSION; PROVIDING FOR ADOPTION OF

REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

7.a. First Reading December 5, 2023

Public question: Barbara King

Moved by: Commissioner Mckelvin

Seconded by: Commissioner Berry

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

8. ROSENWALD ELEMENTARY SCHOOL: Updates

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

Motion to table 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. Tri-City BBQ December 8, 2023 at Lomax Harrelle Pavillion 12pm

b. Palm Beach County Day 2024 Tallahassee, Florida, United States Jan 9th-10th, 2024

11. CITY MANAGER REPORT

a. Stantec, restrictive covenant updates

b. NW 9th, NW 11th, NW 12th, discuss repairs and street budget

12. CITY ATTORNEY REPORT

a. Litigation dismissed

13. FUTURE AGENDA ITEMS

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 8:48pm

Moved by: Commissioner McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 01-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 MUNICIPAL ELECTIONS VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections Office ("SOE") is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is thereby charged with the responsibility for custody and maintenance of said equipment; and

WHEREAS, the City of South Bay ("City") desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and

WHEREAS, the Palm Beach County Board of County Commissioners has authorized the SOE to provide any necessary terms and conditions for the use of such voting equipment; and

WHEREAS, the SOE can provide the necessary personnel to program, operate and maintain said equipment; and

WHEREAS, the City hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City's Charter or municipal ordinance which may not be addressed or included in this Agreement; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute the 2024 Municipal Elections Vote Processing Equipment Use and Elections Services Agreement between the Palm Beach County Supervisor of Elections Office 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 City Manager. The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to execute the 2024 Municipal Elections Vote Processing Equipment Use and Elections Services Agreement between the Palm Beach County Supervisor of Elections Office and the City of South Bay, attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and ADOPTED this 2nd day of January 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Weeks, 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)



2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit “A”.

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits “A” and “B” are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY’S races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit “B”. If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE *shall not* create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE’s website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’s Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any

judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality $\leq$ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off/Stand-Alone Election Fees
Presidential Preference Primary and Municipal Elections
2024

General Municipal Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	\$7,195.66
Precinct Services (per precinct)	\$596.24
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Early Voting hourly rate: Site Supervisor: \$19/hour Assistant Site Supervisor: \$17/hour Inspector: \$15/hour Election Day lump sum*: Clerk: \$390.00 Assistant Clerk: \$250.00 VST: \$305.00 Inspector: \$230.00 Precinct Deputy: \$200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained *Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up. Any additional items requested by the municipality will be invoiced separately	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	\$.60

*Itemized invoices will be provided in the event of a run-off election.

RESOLUTION NO. 02-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE 2024 ANNUAL CITY SPONSORED SPECIAL EVENTS CALENDAR; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of South Bay ("City Commission") recognizes the social, cultural and economic enrichment that special events bring to the City of South Bay ("City"); and

WHEREAS, the City Commission recognizes that special events enhance the City's vitality, livelihood and provide economic benefits to the City; and

WHEREAS, the City Commission finds that the sponsorship of certain longstanding special events and new initiatives would provide a community benefit and the creation of an annual City sponsored special events calendar would streamline the scheduling of said events; and

WHEREAS, approval of the 2024 annual City sponsored special events calendar is in the best interests of the residents of the City.

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

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

Section 2. Approval of Special Event Calendar; Authorization of City Manager. The City Commission of the City of South Bay, Florida hereby approves the 2024 annual City sponsored special events calendar, attached hereto as Exhibit "A." The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 2nd day of January 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Weeks, 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)

EXHIBIT A

City Sponsored and Co-Sponsored Events

All events are sponsored at 100% unless otherwise noted:

<u>January 2024</u> 13 th Unity in the Community – 50%	<u>February 2024</u> 29 th Feeding South Florida	<u>March 2024</u> 19 th Movie Night
<u>April 2024</u> Great American Cleanup - TBD	<u>May 2024</u> 2 nd National Day of Prayer – 0% 11th Health Fair 31 st Movie Night	<u>June 2024</u>
<u>July 2024</u> 12 th Feeding South Florida	<u>August 2024</u> 3 rd Back Pack Giveaway 19th Movie Night	<u>September 2024</u> Intercoastal Cleanup – TBD 27 th Feeding South Florida
<u>October 2024</u> 2 nd Movie Night 19th John Wilson Bayfest National Night Out - TBD	<u>November 2024</u> 25 th Turkey Giveaway and Feeding South Florida	<u>December 2024</u> 13th Toy giveaway and Movie Night 6 th Tri-City BBQ

ORDINANCE NO. 04-2023

AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY OF SOUTH BAY CODE OF ORDINANCES, ENTITLED "BUSINESSES", SPECIFICALLY AMENDING ARTICLE I ENTITLED "IN GENERAL", TO ADD SECTION 8-1 ENTITLED "CEMETERIES" TO PROHIBIT A CEMETERY NOT CONSTITUTED AND RECOGNIZED BY THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of South Bay ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to amend Chapter 8 of the City of South Bay Code of Ordinances entitled "Businesses", by specifically amending Article I of the City's Code of Ordinances entitled "In General", to add Section 8-1 entitled "Cemeteries" to prohibit a cemetery not constituted and recognized by the City Commission; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to specifically amend the foregoing article of the City's Code of Ordinances.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 8 "Businesses", Article I "In General", to add Section 8-1 entitled "Cemeteries" to read as follows with all other provisions of this article remaining the same:

Sec. 8-1. - Cemeteries.

It shall be unlawful for any person to bury a dead human body other than in a cemetery duly constituted and recognized as such by the city commission.

Section 4. Conflict & Repealer.

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

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to

"Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2023.

PASSED SECOND READING this ____ day of _____ 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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