



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 20, 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 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, FEBRUARY 20, 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. Agenda Items
 - b. City Manager's Evaluation
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, FEBRUARY 20, 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).

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 – February 6, 2024
 - 5.a. Meeting Minutes
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - February 20, 2024
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
- a. RESOLUTION NO. 09-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING ECONOMIC ACTIVITIES IN THE GLADES REGION BY THE LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY AND THE BUSINESS DEVELOPMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE
 - b. RESOLUTION NO. 10-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE FORM FOR THE 2024 SOUTH BAY COMMUNITY INPUT SURVEY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE
 - c. RESOLUTION NO. 11-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE INSTALLATION OF LED LIGHTING AND MOTION LIGHT SWITCH IMPROVEMENTS BETWEEN STONY ELECTRICAL CONTRACTOR LLC AND THE CITY OF SOUTH BAY AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE
 - 6.c. Stony LLC Agreement
7. **ORDINANCE**
- a. ORDINANCE NO. 01-2024
AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, “GENERAL FEE SCHEDULE”, OF THE CITY’S CODE

OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES;
PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING
FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN
EFFECTIVE DATE

7.a. First Reading

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

a. NLC Congressional City Conference 2024 March 11-13, 2024 Washington
D.C

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/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, FEBRUARY 6, 2024
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
Massih Saadatmand, Finance Director
Nepoleon Collins, Business and Economic Director
Caroline Larris, Community Engagement Coordinator

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Nathaniel Pecina (ClearGov)
 - b. Agenda Items
 - c. City Manager's Evaluation
4. **ADJOURNMENT at 7:00pm**

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, FEBRUARY 6, 2024
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 6, 2024 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
 Massih Saadatmand, Finance Director
 Napoleon Collins, Business and Economic Director
 Caroline Larris, Community Engagement Coordinator

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. **L.O.R.E. (The Lake Okeechobee Regional Economic Alliance) update Donia Roberts, Keith Wedgeworth, Eddie Rhodes, Charles Duvall, Tammy Jackson-Moore, Pastor Rease, Leondrae Camel**

Approve \$5,000 for L.O.R.E.

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

- b. **39th MLK Oratorical Contest Winners**
 - c. **Laura Goodman (UNICUS) update**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - a. Virginia Crawford
 - b. Ashley Short-Sgt Ortiz
 - c. Ms. Geraldine Massey
 - d. 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-January 2, 2024 Minutes

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda-February 6, 2024**Approve Consent Agenda****Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

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. 03-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN JACK BREWER FOUNDATION, INC., AND THE CITY OF SOUTH BAY FOR THE PROVISION OF FOOD DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE

6.a. MOU Agreement with Jack Brewer Foundation

6.a. Jack Brewer Foundation

6.a. Jack Brewer Foundation Serving Schedule

Moved by: Commissioner Berry**Seconded by: Commissioner Polk**

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

b. RESOLUTION NO. 04-2024

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

6.b. MOU Agreement with Wholistic Health and Wellness

6.b. Wholistic Health Business Plan/Who we are

Moved by: Commissioner Polk

Seconded by: Commissioner Berry

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

c. RESOLUTION 05-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PROVIDING FOR AN INCREASE IN THE CITY'S CREDIT CARD LIMIT FOR AUTHORIZED MANAGEMENT STAFF; PROVIDING FOR AUTHORIZED USERS OF CITY CREDIT CARDS; PROVIDING 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

d. RESOLUTION 06-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2023; PROVIDING FOR EFFECTIVE DATE

6.d. Audit Engagement 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

e. RESOLUTION NO. 07-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT REGARDING BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

6.e. Blighted Grant Awardee Notification and Interlocal Agreement

Moved by: Commissioner Polk

Seconded by: Commissioner Mckelvin

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

f. RESOLUTION NO. 08-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT BETWEEN UPTOWN O.G CONSTRUCTION LLC AND THE CITY OF SOUTH BAY TO CONDUCT A ROAD REPAIR PROJECT; PROVIDING FOR AN EFFECTIVE DATE

6.f. Uptown OG Statement of Work

6.f. South Bay Agreement

Moved by: Commissioner Polk

Seconded by: Commissioner Mckelvin

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

7. ORDINANCE**8. ROSENWALD ELEMENTARY SCHOOL:** Updates**9. FINANCE REPORT**

a. Accounts Payable Report

9.a. AP Report

Move to accept finance report

Moved by: Commissioner Berry

Seconded by: Vice Mayor Barnard

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

10. CITY CLERK REPORT:

- a. City of South Bay S.O.A.R. Analysis February 7, 2024 11am Tanner Park
- b. City of South Bay Community Asset Mapping February 8, 2024, City Chambers 10am to 4pm
- c. 2nd Annual Bike Ride and Breakfast February 17, 2024 7am at Tanner Park
- d. NLC Congressional City Conference 2024 March 11-13, 2024 Washington D.C.

11. CITY MANAGER REPORT

- a. 1. Goal Setting Workshop – Proposed Dates
 - a. February 20, 2024 – Time _____
 - b. February 27, 2024 – Time _____
2. State of The City
3. State and Federal Legislative Appropriations Update
 - a. NW 12th Ave Improvements
 - b. Stormwater Flood Control Management
 - c. Emergency Shelter Care Center
4. Mass Notification Platform (SMS)
5. Neighborhood and Community Services
6. Infrastructure and Technical Advisory Committee
7. Drainage Improvements Bid Evaluation
8. Discussion on Commission Travel Planning
9. Procurement Services
10. Cox Park Improvements Completion
11. Former South Bay Service Station Update

12. CITY ATTORNEY REPORT: Memorandum & Form 6

13. FUTURE AGENDA ITEMS: Historic Designation Ordinance

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. Commissioner Albert L. Polk IV
 - Thank you, Exhibit Mon, Wed, Fri, Sun 12-6pm
- 14.b. Commissioner Esther Berry
 - Thank you

14.c. Vice Mayor Betty Barnard

- Thank you

14.d. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 9:20pm

Moved by: Commissioner Polk

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 09-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING ECONOMIC ACTIVITIES IN THE GLADES REGION BY THE LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY AND THE BUSINESS DEVELOPMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lake Okeechobee Regional Economic Alliance of Palm Beach County ("LORE") was formed to promote high quality economic development in the Lake Okeechobee Region of Palm Beach County; and

WHEREAS, the Business Development Board of Palm Beach County ("BDB") has been designated by the State of Florida, Palm Beach County Commission as Palm Beach County's official economic development organization; and

WHEREAS, LORE and BDB have entered into a collaborative arrangement to promote economic development in the Glades region; and

WHEREAS, the City of South Bay hereby commits the sum of Three Thousand Dollars (\$3,000.00) to be paid towards the LORE / BDB collaboration to be utilized to support funding economic development initiatives in the Glades Region; and

WHEREAS, the City Commission of the City of South Bay finds that supporting the collaborative venture between LORE and BDB 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. **Support of LORE and BDB.** The City Commission of the City of South Bay hereby supports the Lake Okeechobee Regional Economic Alliance of Palm Beach County and the Business Development Board collaboration for economic development initiatives.

Section 3. **Authorization of City Manager.** The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 20th day of February 2024.

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:

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

RESOLUTION NO. 10-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE FORM FOR THE 2024 SOUTH BAY COMMUNITY INPUT SURVEY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2011, the City Commission of the City of South Bay ("City Commission") has sought to engage the community in strategic planning, a process designed to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities; and

WHEREAS, the Community Input Survey ("Survey") will assess the City of South Bay's ("City") implementation of fiscal and operational best practices; and

WHEREAS, the Survey will also identify areas where the City may require further technical assistance; and

WHEREAS, the Survey will further support the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects; and

WHEREAS, as a data collection component of the strategic planning process, the City Manager and City Consultants, along with the City Commission authorized a Community Input Survey. The survey was designed to obtain input regarding economic development and community projects; and

WHEREAS, the City Commission of the City of South Bay desires to approve the attached form for the 2024 Community Input Survey for Economic Development.

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 form for 2024 Community Input Survey. The City Commission of the City of South Bay hereby approves the form for the 2024 Community Input Survey, attached Exhibit "A."

Section 3. Authorization of City Manager. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 20th day of February 2024.

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:

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

Copy of South Bay Community Needs/SOAR Survey

1. Current Conditions

Please let us know what you think of the current conditions and services provided in South Bay. It should take about 10 minutes to finish the entire survey. In this part, please be sure to pick one answer for every question. You can change your answer by clicking a different box under the question. Click Next at the end of this section in order to move on to Part 2 of the survey. Part 2 has six questions. Thank you!

1. Please enter your age range.

Under 18

18-24

25-34

35-44

45-54

55-64

65+

* 2. To which gender do you most identify?

Male

Female

Other

Prefer not to answer

* 3. What racial or ethnic group describes you?

White

Black or African American

Hispanic or Latino

Asian or Asian American

American Indian or Alaska Native

Native Hawaiian or other Pacific Islander

Another race

Prefer not to answer

* 4. How would you rate the quality of health care in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 5. How would you rate the housing/apartment rental market in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 6. How would you rate the level of home ownership in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 7. How would you rate the level of public transportation in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 8. How would you rate the local employment opportunities in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 9. How would you rate the ease of shopping for goods and services in South Bay (clothing, household items, contractors, etc.)?

Poor Fair Good Very Good Excellent Prefer not to answer

* 10. How would you rate the ease of shopping for groceries in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 11. How would you rate the quality of the education available in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 12. How would you rate the quality of senior services provided by South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 13. How would you rate the quality of police department services in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 14. How would you rate the quality of fire department services in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 15. How would you rate the level of the trash service in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 16. How would you rate the local public works services in South Bay (pot hole repair, lot mowing, drainage, etc.)?

Poor Fair Good Very Good Excellent Prefer not to answer

* 17. How would you rate the overall quality of the roads and sidewalks in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 18. How would you rate the quality of street signs and traffic signals in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 19. How would you rate the level of safety in South Bay's school zones (traffic control, proper walkways, speed limit signs/flashing lights, speed bumps)?

Poor Fair Good Very Good Excellent Prefer not to answer

* 20. How would you rate the availability of entertainment and restaurants in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 21. How would you rate the availability of job/skills training in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 22. How safe would you say your neighborhood is?

Poor Fair Good Very Good Excellent Prefer not to answer

* 23. How would you rate the quality and availability of childcare in South Bay?

Poor Fair Good Very Good Excellent Prefer not to answer

* 24. How would you rate the quality of parks and recreation in South Bay?
Poor Fair Good Very Good Excellent Prefer not to answer

* 25. Would you support a fee or tax for road improvements in South Bay?
Yes

No

Prefer not to answer

* 26. Do you like the small-town environment?
Yes

No

Prefer not to answer

* 27. Do you feel safe overall in the city of South Bay?
Yes

No

Needs improvement

Prefer not to answer

* 28. Do you like the way South Bay City Hall provides you with information?
Yes

No

Needs improvement

Prefer not to answer

* 29. Are you interested in volunteering?
Yes

No

Prefer not to answer

2. Hopes and Dreams for South Bay's Future

Please let us know what you would like the future of South Bay to look like. Be sure to pick 3 choices for every question. If you wish to change an answer, just click on the box you want to uncheck and then click on a new answer. Every question needs to be answered with 3 checked boxes to complete and submit the entire survey. When you have finished answering all the questions, please click Done. Thank you for taking the time and participating!

*** 30. What aspects of our city do you believe represent its greatest strengths? 0**

Local businesses

Public parks and recreational facilities

Educational opportunities

Cultural and city events

Public safety and law enforcement

Availability of healthcare services

Strong sense of city involvement

Environmental sustainability

efforts Strong job market

Diverse and inclusive community

*** 31. What opportunities do you see for our city to improve and thrive? 0**

Economic development through business enhancing

Infrastructure improvements, such as road and transit

Expanded social services for vulnerable populations in need

Environmental sustainability plans

Increased investment in education and workforce development

Affordable housing projects

Cultural and arts programs

Enhanced city engagement and

communication Innovation hubs and

technology initiatives

Tourism and local attractions development

*** 32. In your opinion, what are your hopes and dreams for the future of our city?**

0 Enhanced public transportation and connecting to other areas

More cultural and recreational opportunities

Affordable housing options for all residents

Advanced healthcare facilities and services

Strong focus on environmental conservation

Accessible and high-quality education for all ages

Diverse and inclusive city programs

Innovative business and entrepreneurship

support Safe and welcoming public spaces

Holistic wellness programs and facilities

*** 33. How can citizens actively work to enhance the strengths of the city?**

0 Volunteering for local organizations and events

Supporting and promoting local businesses

Participating in city events and activities

Joining or forming neighborhood watch programs

Providing input through city feedback sessions

Mentorship programs for youth and newcomers

Initiating or participating in environmental projects

Represent the city at Palm Beach County events

Contributing to educational initiatives and programs

Advocating for city improvement through local governmental channels

*** 34. What specific strategies do you believe our city should focus on to improve existing opportunities? 0**

Attracting and retaining businesses through incentives

Investing in renewable energy and sustainable practices

Developing and maintaining green spaces and parks

Strengthening ties with educational institutions for workforce

development Creating affordable housing initiatives for diverse demographics

Fostering innovation and technology

implementing cultural and arts festivals

Improving local public services and

infrastructure Promoting tourism through local attractions

Enhancing communication and transparency between residents and local government

*** 35. What initiatives or projects do you believe would contribute to achieving our hopes and dreams for our city? 0**

Community gardens and green spaces

Affordable housing projects for low-income families

Youth mentorship programs and educational initiatives

Renewable energy projects and conservation program

Public art installations and cultural events

Improved recreational facilities and sports programs

Programs promoting equity and inclusion

Technology hubs and innovation centers

City-driven environmental cleanup

projects Wellness and health promotion

projects

We invite you to participate in the survey by clicking on the following link:

<https://www.surveymonkey.com/r/CityofSouthBay>

Public art installations and cultural events

Improved recreational facilities and sports programs

Programs promoting equity and inclusion

Technology hubs and innovation

centers City-driven environmental

cleanup projects Wellness and health

promotion projects

We invite you to participate in the survey by clicking on the following link:

<https://www.surveymonkey.com/r/CityofSouthBay>

RESOLUTION NO. 11-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE INSTALLATION OF LED LIGHTING AND MOTION LIGHT SWITCH IMPROVEMENTS BETWEEN STONY ELECTRICAL CONTRACTOR LLC AND THE CITY OF SOUTH BAY AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that on an emergency basis the City needs to repair 12 new LED Light fixtures, 22 Light Switches, and 4 motion switches at the City Hall Administrative Building and 22 new LED light fixtures at the City's Commerce Center on an emergency basis as a result of a lighting storm damage to lighting hardware; and

WHEREAS, Stony Electrical Contractor LLC has submitted a proposal to the City to perform the work in the amount of Nine Thousand One Hundred Sixty Dollars (\$9,160.00); and

WHEREAS, the City desires to enter into an agreement with Stony Electrical Contractor LLC to perform the electrical repair work; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the South Bay 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 authorizing the City Manager to enter into an agreement on an emergency basis with Stony Electrical Contractor LLC for the provision of LED lighting and motion light switch improvements 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 hereby authorizes the City Manager to execute the agreement between the City of South Bay and Stony Electrical Contractor LLC, attached hereto as Exhibit "A" for the

provision of LED lighting and motion light switch improvements 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 20th day of February 2024.

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 _____, 2024, between:

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

and

STONY ELECTRICAL CONTRACTOR 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 12 new LED Light fixtures, 22 Light Switches, and 4 motion switches at the City Hall Administrative Building and 22 new LED light fixtures at the City's Commerce 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 the 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 Invoice of Nine Thousand One Hundred and Sixty Dollars (\$9,160.00). 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.

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 the "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 (\$500,000.00) 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: Gerard Thelusca, President/Electrical Contractor
 Stony Electrical Contractor LLC
 1311 Fairfax Circle East
 Boynton Beach, FL. 33436

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.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed

on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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 Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

WITNESSES:

CONTRACTOR

BY: _____
Gerard Thelusca, President
Stony Electrical Contractor 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 _____, 2024.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A” (STATEMENT OF WORK)

Invoice

Stony Electric

A Faulty Wire Can Cause A Fire

Date: January 26, 2024
Invoice #: 201

To: City of South Bay Commerce Center
101 NW 1st Ave
South Bay, FL 33493

[illegible]

Make all checks payable to Stony Electric
Thank you for your business!

265 NW 11th Avenue, South Bay, FL 33493

Invoice

Stony Electric

A Faulty Wire Can Cause A Fire

Date: January 4, 2024
Invoice #: 196

To: City of South Bay
335 SW 2nd Ave
South Bay, FL 33493

[illegible]

Make all checks payable to Stony Electric
Thank you for your business!
265 NW 11th Avenue, South Bay, FL 33493

ORDINANCE NO. 01-2024

**AN ORDINANCE OF THE CITY OF SOUTH BAY,
FLORIDA, REPEALING AND REPLACING CHAPTER 30,
ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE
SCHEDULE", OF THE CITY'S CODE OF ORDINANCES;
INCREASING LOCAL BUSINESS TAX FEES;
PROVIDING FOR ADOPTION OF REPRESENTATIONS,
PROVIDING FOR CONFLICTS AND REPEALER;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN CODE; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in 1969, the City of South Bay Commission established business tax receipts in accordance with Chapter 205, Florida Statutes; and

WHEREAS, Section 205.0535, Florida Statutes, allows municipalities to increase the rate of local business taxes up to five percent (5%) every other year by ordinance enacted by a vote of a majority plus one vote of the governing body; and

WHEREAS, on July 19, 2022, the City Commission increased the Local Business Tax in accordance with Chapter 205, Florida Statutes.

**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. Repealing and Replacing Chapter 30, Article II, Section 30-38, Entitled "General Fee Schedule" in entirety, using the new numbers reflecting an increase for code incorporation as forth below;

Sec. 30-58. General fee schedule.

The amount which shall be paid by the several firms, persons, corporations or associations engaged in or managing businesses, professions or occupations for which a license is required, other than is specifically set forth elsewhere in this Code, are hereby and required as follows:

Business Tax Receipt Fees by Category

A

Aircraft:

School operators, operators for hire or commercial purposes....	\$121.55	<u>\$127.63</u>
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Astrologist, clairvoyant, fortuneteller, mindreader, palmist, phrenologist, etc...	\$182.33	<u>\$191.45</u>
--	---------------------	-----------------

Auctioneers:

Per day.....	\$22.58	<u>\$23.71</u>
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Per year.....	\$570.14	<u>\$598.65</u>
---------------	---------------------	-----------------

[Auto] wreckers and tow cars. Person using what are commonly termed "wreckers" for the purpose of towing or transporting wrecked or disabled automobiles, whether such activity is incidental to or connected with any other business or not, and operating on streets of the city. Proof of insurance coverage shall be confirmed at the time of payment of the tax.

Operating from one to three vehicles.....	\$60.78	<u>\$63.82</u>
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Four to six vehicles.....	\$151.94	<u>\$159.54</u>
---------------------------	---------------------	-----------------

Seven or more vehicles.....	\$244.24	<u>\$256.45</u>
-----------------------------	---------------------	-----------------

Auto wrecking company.....	\$114.03	<u>\$119.73</u>
----------------------------	---------------------	-----------------

Automobile or motor vehicle repair shops, engaged in the repair of motor vehicles including painting, top, body, upholstering, window tinting or other repairs.....	\$122.12	<u>\$128.23</u>
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Automobile or motor vehicle storage, impound lot or parking lot where a charge is made:

Five-to ten-car capacity.....	\$15.05	<u>\$15.80</u>
-------------------------------	--------------------	----------------

11- to 20-car capacity.....	\$23.74	<u>\$24.93</u>
-----------------------------	--------------------	----------------

21-to 50-car capacity.....	\$56.15	<u>\$58.96</u>
----------------------------	--------------------	----------------

51-to 75-car capacity.....	\$75.83	<u>\$79.62</u>
----------------------------	--------------------	----------------

76-to 100-car capacity.....	\$114.03	<u>\$119.73</u>
-----------------------------	---------------------	-----------------

Over 100-car capacity.....	\$151.94	<u>\$159.54</u>
----------------------------	---------------------	-----------------

Automobile service stations, washing, polishing, greasing, lubricating, and like servicing of automobiles, selling gasoline and oil, but not to include repair work or the sale of merchandise where a license tax is otherwise required by this Code.....	\$91.16	<u>\$95.72</u>
--	--------------------	----------------

Automobile wrecking or used car parts dealers.....	\$182.33	<u>\$191.45</u>
--	---------------------	-----------------

Automobiles or motor vehicles:

New car dealers and used car dealers.....~~\$91.16~~ \$95.72

Motorcycles and minibikes:

Dealers.....~~\$91.16~~ \$95.72

Rentals.....~~\$91.16~~ \$95.72

Repairs.....~~\$48.63~~ \$51.06

B

Banks and building or savings and loan association, not within the classification of finance companies, loan companies, money lenders, pawnbrokers, or salary purchasers, except as otherwise provided by law:

With less than \$10,000,000.00 of savings deposits, including time deposits.....~~\$759.69~~ \$797.67

With \$10,000,000.000 and less than \$25,000,000.00, including time deposits...~~\$1,139.39~~ \$1,196.36

With \$25,000,000.000 and less than \$50,000,000.00 of savings deposits, including time deposits..... \$1,519.40 \$1,595.37

With \$50,000,000.00 and over in savings deposits, including time deposits..... ~~\$2,279.08~~ \$2,393.03

Remote service terminal, each location.....~~\$759.69~~ \$797.67

Barbershop or beauty parlor:

One chair.....~~\$34.16~~ \$35.87

Each additional chair.....~~\$11.29~~ \$11.85

Bicycle repairing only..... ~~\$20.55~~ \$21.58

Dealers with repair.....~~\$34.16~~ \$35.87

Combination of dealer and repairing.....~~\$57.02~~ \$59.87

Billboards, \$.05 per square feet minimum tax for each board.....~~\$10.71~~ \$11.25

Boot and shoe repair shop:

Using machinery.....~~\$34.16~~ \$35.87

Repair shop alone, hand workers only.....~~\$22.87~~ \$24.01

Bootblack stand:

In connection with a barbershop or other business.....No charge

Each chair, not connected with other business..... ~~\$11.87~~ \$12.46

Broker, merchandise, lumber and other goods.....~~\$102.74~~ \$107.88

Broker in produce and packinghouse combined.....~~\$114.03~~ \$119.73

C

Candy manufacturers.....~~\$121.54~~ \$127.62

Card writing, cutting or engraving, not connected with other business.....~~\$11.87~~ \$12.46

Cleaning and blocking hats, each.....	\$22.87	<u>\$24.01</u>
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Coin-operated machines: Skill games, pinball machines, pool tables, slot or coin-operated, when legally permitted, each machine.....	\$30.39	<u>\$31.91</u>
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Coin-operated machines, musical-Victrolas, electrical phonographs and other musical devices, for each machine.....	\$91.16	<u>\$95.72</u>
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Contractor:

Engineering (including bridge, bulk heading, drainage and sewer excavating, sewer construction, dredging, irrigation system, seawalls, sidewalks and street grading and paving and similar work).....	\$114.03	<u>\$119.73</u>
General building (all lines except electrical and plumbing).....	\$114.03	<u>\$119.73</u>
Sign painting (including erection of nonelectrical signs).....	\$114.03	<u>\$119.73</u>

Cool drink or ice cream stands, not connected with other business.....	\$34.16	<u>\$35.87</u>
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D

Dairy, retail, per truck.....	\$22.87	<u>\$24.01</u>
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Dancing halls.....	\$114.03	<u>\$119.73</u>
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Dressmaking shops (This shall not be construed to include home dressmaking where no materials are sold for furnished.).....	\$11.87	<u>\$12.46</u>
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E

Electrical light companies.....	\$227.77	<u>\$239.16</u>
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Express companies.....	\$114.03	<u>\$119.73</u>
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F

Fender and body work.....	\$34.16	<u>\$35.87</u>
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Fertilizer factory.....	\$1,033.19	<u>\$1,084.85</u>
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Fruit and vegetable stands, not connected with other business.....	\$34.16	<u>\$35.87</u>
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Fruit and vegetables or other merchandise when sold from freight cars, per car.....	\$22.87	<u>\$24.01</u>
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G

Garage storage, each space.....	\$2.32	<u>\$2.44</u>
Public, for purpose of storing, housing, repairing, and selling automobiles and motor vehicles and accessories and petroleum products.....	\$102.46	<u>\$107.58</u>

Gas companies.....	\$102.46	<u>\$107.58</u>
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Gasoline dealers:

Retail.....	\$57.02	<u>\$59.87</u>
Wholesale.....	\$114.03	<u>\$119.73</u>

Groceries:

Grocery store (less than 5,000 square feet).....	\$243.11	<u>\$255.27</u>
Supermarket (over 5,000 square feet but under 7,500 square feet).....	\$486.20	<u>\$510.51</u>
Supermarket (over 7,500 square feet but under 10,000 square feet).....	\$972.41	<u>\$1,021.03</u>

Gymnasium.....	\$11.29	<u>\$11.85</u>
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H

Halls for hire.....	\$11.29	<u>\$11.85</u>
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Hawkers or street vendors:

Of proprietary or patented articles from house to house or on the streets, per day.....	\$34.16	<u>\$35.87</u>
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Of proprietary or patented medicines, or other preparations purporting to possess medical virtues, per day.....	\$34.16	<u>\$35.87</u>
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Hides, raw wool, furs, skins or feathers, alone.....	\$11.29	<u>\$11.85</u>
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Hotel, rooming house or apartment, etc., containing:

One room up to 19 rooms, per room, per year.....	\$2.32	<u>\$2.44</u>
20 rooms and less than 30 rooms, per year.....	\$46.06	<u>\$48.36</u>
30 rooms and less than 40 rooms, per year.....	\$65.32	<u>\$68.59</u>
40 rooms and less than 50 rooms, per year.....	\$79.59	<u>\$83.57</u>
50 rooms and less than 75 rooms, per year.....	\$91.16	<u>\$95.72</u>
75 rooms and less than 100 rooms, per year.....	\$102.46	<u>\$107.58</u>
100 rooms and less than 150 rooms, per year.....	\$114.03	<u>\$119.73</u>
150 rooms and less than 250 rooms, per year.....	\$125.30	<u>\$131.57</u>
250 rooms or more, per year.....	\$136.89	<u>\$143.73</u>

I

Ice manufacturers or cold storage plant.....	\$114.03	<u>\$119.73</u>
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Insurance, agent (life) for each company represented.....	\$54.99	<u>\$57.74</u>
Agents, any and all other companies, each.....	\$11.29	<u>\$11.85</u>

Insurance company, each company doing business within the city.....	\$54.99	<u>\$57.74</u>
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L

Launderette (ten machines or less).....	\$76.11	<u>\$79.92</u>
Each additional machine.....	\$7.53	<u>\$7.91</u>

Laundries, hand.....	\$22.87	<u>\$24.01</u>
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Laundry and dry cleaning:		
Dry cleaning plant or pressing clothing or pressing club.....	\$106.22	<u>\$111.53</u>
Each employee.....	\$9.55	<u>\$10.03</u>
Lecturer, educational or otherwise when charges are made.....	\$22.87	<u>\$24.01</u>
Locksmiths.....	\$34.16	<u>\$35.87</u>
Lunch or sandwich sold other than from stand.....	\$11.29	<u>\$11.85</u>
M		
Manicurist, face massaging and hair dressing with fingers (no machine):		
In barbershop or beauty parlor.....	\$17.07	<u>\$17.92</u>
Manufacturing or factories:		
Awnings and tents.....	\$109.40	<u>\$114.87</u>
Boxes or containers, except metal manufacturers.....	\$244.24	<u>\$256.45</u>
Broom factories.....	\$85.09	<u>\$89.34</u>
Medicine shows, per day.....	\$114.03	<u>\$119.73</u>
Merchants, wholesale and/or retail dealers in lumber or building materials, storekeepers, druggists, furniture dealers, jewelers, hardware or other goods wares and merchandise having stock and equipment valued:		
Up to \$1,000.00.....	\$45.43	<u>\$47.70</u>
Next \$5,000.00, per \$1,000.00.....	\$11.29	<u>\$11.85</u>
Next \$10,000.00, per \$1,000.00.....	\$5.79	<u>\$6.08</u>
Merry-go-round or other riding devices, per day.....	\$102.46	<u>\$107.58</u>
Messenger service.....	\$22.87	<u>\$24.01</u>
N		
News depot.....	\$11.29	<u>\$11.85</u>
O		
Oil tank delivery wagons, each retail only.....	\$34.16	<u>\$35.87</u>
Optical goods, knives, jewelry, or similar articles, when sold from stands.....	\$34.16	<u>\$35.87</u>
Optician or manufacturer of eye glasses alone, when merchant's tax is not paid on business.....	\$34.16	<u>\$35.87</u>
P		
Parcel delivery.....	\$22.87	<u>\$24.01</u>
Pawnbrokers.....	\$227.77	<u>\$239.16</u>

Pawnbrokers selling other than articles taken on pledge shall be considered merchants. Each person engaging in the business of a pawnbroker or conducting a pawnbroking shop in the city shall keep a record and shall make a daily written report to the law enforcement officers of the city, or other designated city representative, of every article or thing pawned or purchased by him, said report and record to specify the articles or things clear and positive; and such persons aforesaid shall hold their shop open to visitation or inspection by the law enforcement officers of the city. The refusal of any pawnbroker to submit to such visitation or inspection is a violation. Any such violation will be punished as provided in section 1-14.

Peddler or dealer in dry goods, notions, jewelry, medicines, drugs, clothing, groceries, household goods, perfumes, fruit, vegetables, fish, meat, sundries, radio, phonographs, cosmetics or cigarettes:

On foot, per year, each person.....	\$759.69	<u>\$797.67</u>
Or per day, each person.....	\$114.03	<u>\$119.73</u>
From a vehicle, per year, each.....	\$759.69	<u>\$797.67</u>
Or per day, each person.....	\$114.03	<u>\$119.73</u>
Peddlers of ice, each truck per year.....	\$759.69	<u>\$797.67</u>
Or each truck, per day.....	\$114.03	<u>\$119.73</u>

Applicants for business tax receipts shall first comply with the applicable portions of chapter 20.

Provided, peddlers of fresh vegetables and fresh fruit grown by that peddler and possessing a current certificate from a county agent as proof thereof shall be exempt from any business tax as provided by the general state law, providing that the peddler has complied with chapter 20.

Photographers, cameramen, photofinishers, or otherwise engaged in business of taking, finishing or selling photography.....~~\$54.99~~ \$57.74

If cameras, photographic supplies or other merchandise are sold, a merchant's business tax is also required.

In addition to the tax hereinabove provided for, there is hereby levied and imposed upon every person engaged in the occupation of a salesman or solicitor for any photographer, cameraman or other person engaged in the business of portrait enlarging, copying, coloring or finishing, ferrotype or crayon artist whether such salesman or solicitor be resident, transient or itinerant and who solicits orders from the general public for the taking of photographs or exposures therefor, the enlargement, copying, coloring or finishing of portraits or crayon sketches through the sale of coupons, tokens, or other similar device for a valuable consideration or for which an advance deposit of money is paid or delivered to such salesman or solicitor business tax of ~~\$54.99~~ \$57.74 per annum, or any fraction thereof. No salesman or solicitor as mentioned herein shall engage in such activity within the city without paying such tax.

Piano tuners and instrument repairers.....	\$11.29	<u>\$11.85</u>
Plating, gold, silver or nickel.....	\$22.87	<u>\$24.01</u>
Pool tables operating for profit, per table.....	\$22.87	<u>\$24.01</u>
Popcorn or peanut vendors, operating or maintaining a stand.....	\$22.87	<u>\$24.01</u>

Postcard stand, not connected with other business.....	\$22.87	<u>\$24.01</u>
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Produce:

Produce broker and packinghouse.....	\$114.03	<u>\$119.73</u>
Produce brokers, each.....	\$57.02	<u>\$59.87</u>
Packinghouse operator.....	\$114.03	<u>\$119.73</u>

R

Railroad companies.....	\$227.76	<u>\$239.16</u>
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Real estate appraiser.....	\$122.12	<u>\$128.23</u>
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Real estate broker.....	\$151.94	<u>\$159.54</u>
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Salesman.....	\$76.12	<u>\$79.93</u>
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Restaurants, restaurant seating-Chairs, cushions, tables, booths (not counter seats):

1 to 20 chairs.....	\$28.37	<u>\$29.79</u>
21 to 40 chairs.....	\$37.92	<u>\$39.82</u>
41 to 100 chairs.....	\$66.57	<u>\$69.90</u>
Over 100.....	\$142.39	<u>\$149.51</u>

Roller skating rink, per year, in advance.....	\$171.05	<u>\$179.60</u>
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S

Shooting gallery (not to be operated after 11:00 p.m.).....	\$114.03	<u>\$119.73</u>
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Stenographer, public, each stand.....	\$11.29	<u>\$11.85</u>
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Storage, self-service:

Self-service storage facilities as defined FS 83.803(1), per storage unit (but not to exceed \$1,000.00 per building or self-service storage facilities).....	\$18.24	<u>\$19.15</u>
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Storage, warehouse:

Less than 5,000 square feet.....	\$60.78	<u>\$63.82</u>
5,001 to 10,000 square feet.....	\$97.24	<u>\$102.10</u>
10,001 to 15,000 square feet.....	\$122.12	<u>\$128.23</u>
15,001 to 25,000 square feet.....	\$159.18	<u>\$167.14</u>
Over 25,000 square feet.....	\$182.33	<u>\$191.45</u>

T

Tattooing parlor.....	\$227.77	<u>\$239.16</u>
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Telephone and telegraph company.....	\$227.77	<u>\$239.16</u>
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Trophies.....	\$60.78	<u>\$63.82</u>
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Trucks for hire:		
Not more than two tones capacity, each.....	\$11.29	<u>\$11.85</u>
More than two tons and not more than four tons capacity, each.....	\$22.87	<u>\$24.01</u>
Typewriters, repairs.....	\$22.87	<u>\$24.01</u>
U		
U-drive-it companies.....	\$114.03	<u>\$119.73</u>
V		
Veterinary surgeons or persons charging for services as horse or animal doctor.....	\$22.87	<u>\$24.01</u>
W		
Water companies, bottlers of water.....	\$114.03	<u>\$119.73</u>
Wheelchair for hire, each.....	\$11.29	<u>\$11.85</u>
Wholesale merchants.....	\$114.03	<u>\$119.73</u>
Window washer.....	\$11.29	<u>\$11.85</u>

Section 30-59. Unclassified businesses, professions or occupations.

Except as provided elsewhere in this chapter and except as provided elsewhere in this Code, each person engaged in or carrying on a business, profession or occupation, either wholly or in part, within the city shall pay an annual business tax ~~of \$54.99~~ \$57.74 for each such separate business, profession or occupation engaged in, carried on, practiced or conducted.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the City Commission of the City of West Park 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 West Park 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 5. Conflict and Repealer.

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

Section 6. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta DelBosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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
Vicenta Del Bosques

Bernadette Norris-Weeks
City Attorney

*An equal Opportunity
Affirmative Action Employer*

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date: February 14, 2024

Ref: Weekly check register

Enclosed, please find the summary of check register as of February 14, 2024:

General Fund

• Utility:	
Comcast	\$ 1,011.05
FPL	6,222.64
PBCWU Dept	2,765.77
• Marathon	2,331.26
• Stony Electric	6,860.00
• Jordan Connors	1,666.66
• Oratorical Contest	2,100.00
• Purchased of supplies, materials and parts	677.44
• Payment for various services	2,822.79
• Other	3,563.31
Total	<u>\$ 30,020.92</u>

ARP Act Fund

Payroll \$ 904.26

Capital project Fund

Hinterland Group, Inc \$ 86,465.77
Rick Jackson 30,000.00
\$ 116,465.77

Sanitation Fund

Waste Management \$ 34,483.05

AP Check Register Report

City Of South Bay (CSBFND)

2/2/2024 11:09:11 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15957	1017	LAYLA RODRIGUEZ	02/02/2024	175.00	
15958	1018	KING GREEN	02/02/2024	200.00	
15959	1234	KIMORA SHAKUR	02/02/2024	175.00	
15960	1237	PERSIA GREEN	02/02/2024	200.00	
15961	1240	FAMILY BICYCLE	02/02/2024	1,150.00	
15962	1345	TONYA MCCALL MILTON	02/02/2024	150.00	
15963	1347	NATIONAL LEAGUE OF CITIES	02/02/2024	924.00	
15964	1348	LELIA CAMEL	02/02/2024	200.00	
15965	1349	KY'DRICK TURNER	02/02/2024	150.00	
15966	1350	JAIDEN PATRICK	02/02/2024	200.00	
15967	1351	ARABELLA MANUEL	02/02/2024	150.00	
15968	1352	AMOR MILLER	02/02/2024	150.00	
15969	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	02/02/2024	1,216.26	
15970	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	02/02/2024	244.31	
15971	CALEB VICKERS	CALEB VICKERS	02/02/2024	175.00	
15972	CLARKE	CLARKE	02/02/2024	606.31	
15973	FPL	FPL	02/02/2024	6,222.64	
15974	HCT	HARVEY, COVINGTON & THOMAS	02/02/2024	413.98	
15975	JADA LOVELY	JADA LOVELY	02/02/2024	150.00	
15976	JOE KYLES	JOE KYLES	02/02/2024	487.05	
15977	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	02/02/2024	1,666.66	
15978	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	02/02/2024	2,765.77	
15979	PRECIOUS VICKERS	PRECIOUS VICKERS	02/02/2024	175.00	
15980	WALMART (CAPITAL ONE	CAPITAL ONE	02/02/2024	138.97	
				Non-Electronic Transactions:	18,085.95
				Total Transactions:	18,085.95

AP Check Register Report
City Of South Bay (CSBFND)

2/8/2024 2:02:39 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15981	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	02/08/2024	294.16	
15982	JLH ASSOCIATES	JLH ASSOCIATES	02/08/2024	652.50	
15983	MARATHON/MEX BANK	WEX BANK	02/08/2024	2,331.26	
15984	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	02/08/2024	300.00	
15985	STONY ELECTRICAL LLC	THELUSCA GERARD	02/08/2024	4,580.00	
				Non-Electronic Transactions:	8,157.92
				Total Transactions:	8,157.92

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/12/2024 3:32:15 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15986	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	02/12/2024	486.00	
Totals:			Total Transactions :		486.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/13/2024 3:23:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15987	STONY ELECTRICAL LLC	THELUSCA GERARD	02/13/2024	2,280.00	
Totals:			Total Transactions:		2,280.00

AP Check Register Report
City Of South Bay (CSBFND)

2/6/2024 11:25:14 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 9928-0224	COMCAST	COMCAST	02/06/2024	342.85	010019928-224
Totals:			Electronic Transactions:		342.85
			Total Transactions:		342.85

AP Check Register Report
City Of South Bay (CSBFND)

2/12/2024 9:09:43 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 8535114780441	COMCAST	COMCAST	02/12/2024	234.77	ch for 1081-224
ACH 8535115010009	COMCAST	COMCAST	02/12/2024	433.43	1 for 9978-0224
Totals:			Electronic Transactions:		668.20
			Total Transactions:		668.20

AP Immediate Check Register Report
City Of South Bay (CSBFND)

2/2/2024 1:31:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
289	1069	HINTERLAND GROUP INC	02/02/2024	86,465.77	
Totals:			Total Transactions:		86,465.77

AP Check Register Report

City Of South Bay (CSBFND)

2/8/2024 2:10:50 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
290	1346	RICKEY JACKSON	02/08/2024	30,000.00	
				Non-Electronic Transactions:	30,000.00
				Total Transactions:	30,000.00

AP Check Register Report
City Of South Bay (CSBFND)

2/2/2024 2:48:16 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
333	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/02/2024	25,058.88	
				Non-Electronic Transactions:	25,058.88
				Total Transactions:	25,058.88

AP Check Register Report

City Of South Bay (CSBFND)

2/2/2024 3:01:54 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
334	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	02/02/2024	9,424.17	
				Non-Electronic Transactions:	9,424.17
				Total Transactions:	9,424.17