



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, APRIL 16, 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:

Taranza McKelvin

Commissioner:

Esther E. Berry

Commissioner:

Albert L. Polk

Commissioner:

Barbara King

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, APRIL 16, 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. Fredrick James, United Hands Global Impact Inc.
 - 3.a. UHGI Term Sheet Outline
 - b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, APRIL 16, 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*)

- a. John Land Year of Service Award
- b. City of South Bay Years of Service Award
- c. David Harris/Oren Manelis, Green Pine Investments Inc.
- d. Jorge Ramon Gallegos, Smart Food Cluster Project
 - 3.d. Smartfood Cluster Letter
 - 3.d. Business Plan Agreement

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 – April 2, 2024 Minutes
 - 5.a. Meeting Minutes April 2, 2024

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - April 16, 2024

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

- a. RESOLUTION 14-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING A NINTH AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. Ninth Amendment Agreement
- b. RESOLUTION NO. 20-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN VECTOR DISEASE CONTROL INTERNATIONAL, LLC AND THE CITY OF SOUTH BAY FOR THE PROVISION OF MOSQUITO CONTROL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

- 6.b. BID Evaluation
- 6.b. VDCI Mosquito Control Services
- 6.b. VDCI Mosquito Control Agreement

7. ORDINANCE

- a. ORDINANCE NO. 02-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 26 OF THE CITY OF SOUTH BAY’S CODE OF ORDINANCES ENTITLED “SOLID WASTE”, BY ADDING SECTION 26-2 ENTITLED “COLLECTION RATES” IN ORDER TO INCREASE RATES FOR CERTAIN SOLID WASTE COLLECTION AND RECYCLING SERVICES WITHIN THE CITY; PROVIDING FOR ANNUAL RATE ADJUSTMENTS FOR FISCAL YEARS (“FY”) 2024-2025 THROUGH FY 2028-2029 FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024 FOR IMPLEMENTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.
- b. ORDINANCE NO. 03-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY’S CODE OF ORDINANCES ENTITLED “ELECTIONS”, ARTICLE III ENTITLED “CANDIDATES”, BY AMENDING SECTION 10-51 ENTITLED “QUALIFICATION FEE, ETC.”; TO INCREASE THE QUALIFYING FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO ONE HUNDRED DOLLARS (\$100.00); REQUIRING COMPLIANCE WITH SECTION 99.092, FLORIDA STATUTES BY IMPOSING A PERCENTAGE BASED STATUTORY FILING FEE, AN ELECTION ASSESSMENT FEE AND A PARTY ASSESSMENT FEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.
- c. ORDINANCE NO. 04-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-20 OF THE CITY OF SOUTH BAY’S CODE OF ORDINANCES ENTITLED “PERMIT FEE SCHEDULE” TO PROVIDE FOR FEE INCREASES BY ORDINANCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- a. Accounts Payable Report
 - 9.a. AP Report

10. CITY CLERK REPORT

- a. City of South Bay Annual Health Fair May 11th 9am to 12pm

b. Annual Installation Banquet May 21, 2024 (Kravis Center) 12pm

c. 2024 FLC Annual Conference August 15-17

11. CITY MANAGER REPORT

a. Ordinance Update-Spaces, Places and People

b. Goal Setting Workshop
Date _____

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

Term Sheet Outline

UHGI is requesting a Public Private Partnership with the city of South Bay to raise capital on their behalf to assist in funding Public development needs!

The Ask

To raise capital on behalf of the city UHGI is requesting authorization in the form of an agreement that states UHGI is the sole “Opportunity Zone Fund” of the city of South Bay! This agreement will remain until cities funding needs are met or the ending of the Federal Opportunity Zones program in 2036!

This partnership will allow UHGI to work hand in hand with the city officials to seek outline development projects that need funding and provide funding for specific projects! Projects that we find funding for will then be brought back and presented to the board to move forward with investing in the city.

All projects that we fund inside the city will allow the city to be our equity partner and offer investment returns to the city in the form of unrestricted grants! The city can choose to distribute in anyway it sees fit!

Benefits

UHGI is a Special Purpose Entity created to give taxpayers living in developing communities a seat at the table as investors in private development projects inside their cities boundaries as well as around Palm Beach County. This was done to allow low-income communities to use their money to work for them in ways that traditionally they would be excluded from. UHGI allows taxpayers inclusion in large scale public and private development projects. This a way to create generational wealth and turn passive income into substantial investment returns.

Executive Summary:

This Executive Summary provides an overview of the proposed Public-Private Partnership (P3) agreement between UHGI and the city of South Bay, FL, aimed at addressing the city's development needs while delivering significant benefits to residents and stakeholders.

Partnership Duration and Focus:

The agreement designates UHGI as the exclusive "Opportunity Zone Fund" representative until the fulfillment of the city's funding needs or the conclusion of the Federal Opportunity Zones program in 2036. The partnership will focus on financing, designing, building, managing, and operating public facilities, including water treatment plants, city halls, police and fire stations, parks and rec centers, churches, workforce housing, and infrastructure.

Key Financial Benefits:

The partnership aims to lower the tax burden on residents, give tax payers investment inclusion in P3 projects throughout Palm Beach County and abroad. Save the city millions of dollars through efficient project management, and promote gentrification without displacement. UHGI commits to delivering all projects on time and under budget.

Profit-Sharing and Risk Mitigation:

Profit-sharing will be on a project-by-project basis, with the City eligible to receive up to 30% of profits from private projects developed on city-owned property. Importantly, the partnership carries no financial or operational risk for the City, ensuring a secure collaboration.

Control Over Development and Operating Revenue:

The City will have increased control over development projects, allowing for greater influence in decision-making. Additionally, the partnership is designed to increase the City's operating revenue without raising the cost of living for residents.

Duration and Review:

The Agreement will be subject to review by both parties at regular intervals to ensure adaptability to changing circumstances and continued alignment with the City's goals and priorities.

Overall, this proposed partnership offers a unique opportunity for UHGI and the city of South Bay to collaborate effectively in addressing critical development needs while delivering tangible benefits to residents and stakeholders, all within a secure and mutually beneficial framework.

Public-Private Partnership Term Sheet

This Term Sheet ("Agreement") is entered into by and between UHGI (hereinafter referred to as "Partner") and the city of South Bay, FL (hereinafter referred to as "City").

1. Partnership Duration: This Agreement designates UHGI as the exclusive "Opportunity Zone Fund" representative until the earlier of the fulfillment of the city's funding needs or the conclusion of the Federal Opportunity Zones program in 2036.

2. Project Focus: The partnership will focus on financing, designing, building, managing, and operating public facilities, including but not limited to water treatment plants, city halls, police and fire stations, parks and rec centers, churches, workforce housing, and infrastructure.

3. Project Delivery Commitment: UHGI commits to delivering all projects on time and under budget.

4. Financial Benefits: a. Tax Relief: The partnership aims to lower the tax burden on residents. b. Cost Savings: UHGI will work to save the city millions of dollars through efficient project management. c. Gentrification Without Displacement: Projects will be executed with a focus on gentrification without displacing existing communities.

5. Profit-Sharing: Profit-sharing will be on a project-by-project basis, allowing the City to receive up to 30% of profits from private projects developed on city-owned property.

6. Risk Mitigation: The partnership carries no financial or operational risk for the City, ensuring a secure collaboration.

7. Control Over Development: The City will have increased control over development projects, allowing for greater influence in decision-making, and never lose ownership over land.

8. Operating Revenue: The partnership is designed to increase the City's operating revenue without raising the cost of living for residents.



GREEN INDUSTRY & SMART CITIES

Jorge Ramón
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Miami Beach FL. 33141
(305) 5877785 / +593 998024713
arq.jorgeramon@yahoo.es
www.bayviewfloridallc.com

February 23th, 2024

Mr. Joe Kyles
Mayor
Mr. Leondrae D. Camel
City Manager
City of South Bay
Palm Beach County
Florida

Dear Gentleman:

With a cordial greeting and in the confidence that you are well, I express my wish for success in the next city commission elections scheduled for March 18, 2024, aware that the renewal of plans and institutional programs will be for the benefit of the community, the City of South Bay and the State of Florida.

In the same way, I am pleased to inform you that the Best Seller book ***In Search of the Development Image 7 key concepts for the new urban development agenda***, is updated and includes chapter 7.1 with the SMART FOOD CLUSTER project in City of South Bay whose link is attached, as well as those of the research, diagnosis, plan and business model sent previously.

With this background, I respectfully request an in-person appointment in the days following the aforementioned elections, in order to inform you of several possible investors interested in the SMART FOOD CLUSTER project in City of South Bay, initially and formally presented to the city, on May 12, 2023, as well as subsequent communications respectively.

Looking forward to hear soon from you.

Sincerely,

Jorge Ramón G.
Bayview Florida LLC.
Managing Member



CC:

Albert Polk IV
Betty Barnard
Esther Berry
Taranza McKelvin

Sara Baxter
DISTRIC 6 PALM BEACH COUNT
Commissioner

CITY COMMISSION MEMBERS

ATTACHED LINKS

In Search of the Development Image 7 key concepts for the new urban development agenda

https://www.amazon.com/-/es/Jaime-Jorge-Ramon-Gallegos-ebook/dp/B08YJD3S8W/ref=tmm_kin_swatch_0?encoding=UTF8&qid=&sr=

Smart Food Cluster Research and Diagnosis for City of South Bay (125 pg.)

https://drive.google.com/file/d/1c0u_uZ1adFtEMKmr1jPj9DC7V0UShBK8/view?usp=drive_link

BUSINESS PLAN FOR A BINDING ECONOMIC DEVELOPMENT AGREEMENT-SEPTEMBER 2023 (75 pg.)

https://drive.google.com/file/d/1FhAwv-Sl3BHIQ_jlbDJQcEeHVu-WZ9Li/view?usp=sharing



BUSINESS PLAN FOR A BINDING ECONOMIC DEVELOPMENT AGREEMENT

SMART FOOD CLUSTER PROJECT

CITY OF SOUTH BAY

September 2023





“To present this initiative, the knowledge of the social, economic, environmental, urban reality and the legal aspects of the territory has been required, among many more conditioning and determining factors”



General Objectives

- The Project called Smart Food cluster is based in the City of South Bay, Palm Beach County, State of Florida, this project will be a food collection processing and distribution center according to the greatest technical and technological advances, it will have an apart hotel with significant facilities for specialized conferences, medical center, wholesale and retail trade of all kind of food products and complementary commerce activities proper of this kind of facilities.
- Our proposal calls for an Association with the City of South Bay, owner of the required land and also who has the political will to create a new development pole in Palm Beach County, besides investors of fresh capital as well as companies involved in the technical, legal and financial aspects.





Specific Objectives

- To provide food security in which everyone, at any time, has access to safe nutritious and affordable food products, in order to cover part of needs of the 20 million consumers in Florida State.
- To guarantee a complete and successful system from products arrival through a classification and optimal handling in order to get high quality until packaging and distribution.
- To collect and store different kind of products, including seasonal crops, to supply the existing population and avoid product shortages in periods of low agricultural production.
- To standardize the sale price of producers and consumers throughout the year.



BAYVIEW FLORIDA LLC.

SINCE 2015

- Allied with the International Architectural Studio “Jorge Ramón Arquitectos” with 40 years of experience, in several fields as: architectural design, city planning, real estate projects developing and civil works buildinging.
- It has done a previous research with three similar pre-projects in three different locations outside of Palm Beach County.
- After the above, we have determined that the most suitable location for this project is in Palm Beach County in the City of South Bay.



01

Why City of South Bay?

*“Smart City is one that places people
at the center of development”*
Development International Bank.





PALM BEACH COUNTY

- Palm beach county economic growth, business climate, growing consumer market, expanding talent pool, supportive government bodies, tax climate and strong asset base make this the best place to built this project.
- Palm Beach County has several activities to do and places to visit such recreational facilities, miles of stunning coastline, beautiful beaches and art activities.
- Rich black soil and the lakes vast waters make this territory one of the best areas for agriculture.

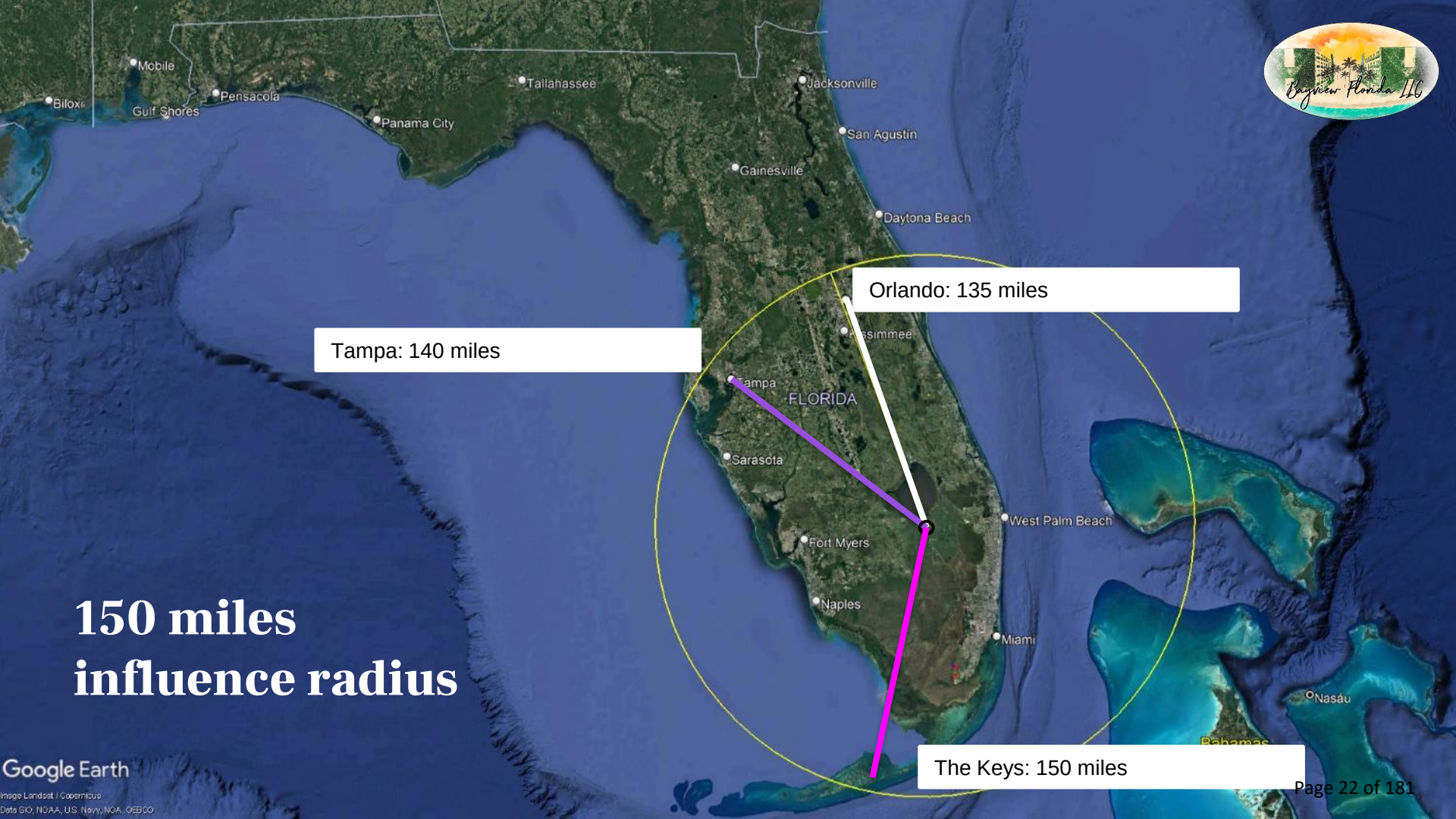




CITY OF SOUTH BAY



- City of South Bay is part of Florida's heartland, this central location gives the faster access to all points of Florida and its 20 million consumers. Deepwater ports on both coasts, Railway, Palm beach international airport and the intersection of state roads 80 and 27 is the perfect launching spot for moving products to all parts of Florida.
- With available labor, low taxes, willing government, and strong infrastructure, the City is well suited for virtually any industry—from distribution to manufacturing to tourism and recreation.



Tampa: 140 miles

Orlando: 135 miles

150 miles
influence radius

The Keys: 150 miles



**75 miles
influence radius**

Fort Myers: 75 miles

West Palm Beach: 75 miles

Miami: 75 miles



02

INNOVATIVE PROJECT

*"Based on a successful international
40 Years experience MERCA MADRID in
Spain."*

Merca Madrid





This proposed project is planned to be located in The City of South Bay close to a huge agricultural production. The total area to be used is 97.56 acres according to public information and 103.8 acres according to google maps reference. This land is formed by four different parcels that create a single one that has been used for this project.



Land location

Nearest City: Belle Glades
6 miles





Nearby Roads

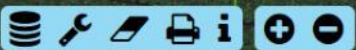
- 1 US Hwy 27
- 2 NW 1st Ave
- 3 Rock Rd
- 4 Water Plant Rd
- 5 E Palm Beach Rd



Property Information: Land 1



Search by Owner, Address or Parcel



[View Property Record](#)

Owners

SOUTH BAY CITY OF

Property Detail

Location

Municipality SOUTH BAY

Parcel No. 58364411000003140

Subdivision

Book 09872

Page 1022

Sale Date JUL-1997

Mailing Address

335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Use Type 8900 - MUNICIPAL

Total Square
Feet 0

Sales Information

Sales Date

JUL-1997

Price

10

Appraisals

Tax Year

2022



Property Information: Land 2



Search by Owner, Address or Parcel



[View Property Record](#)

Owners

SOUTH BAY CITY OF

Property Detail

Location

Municipality SOUTH BAY

Parcel No. 58364411000003130

Subdivision

Book

Page

Sale Date

Mailing Address 335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Use Type 8900 - MUNICIPAL

Total Square Feet 0

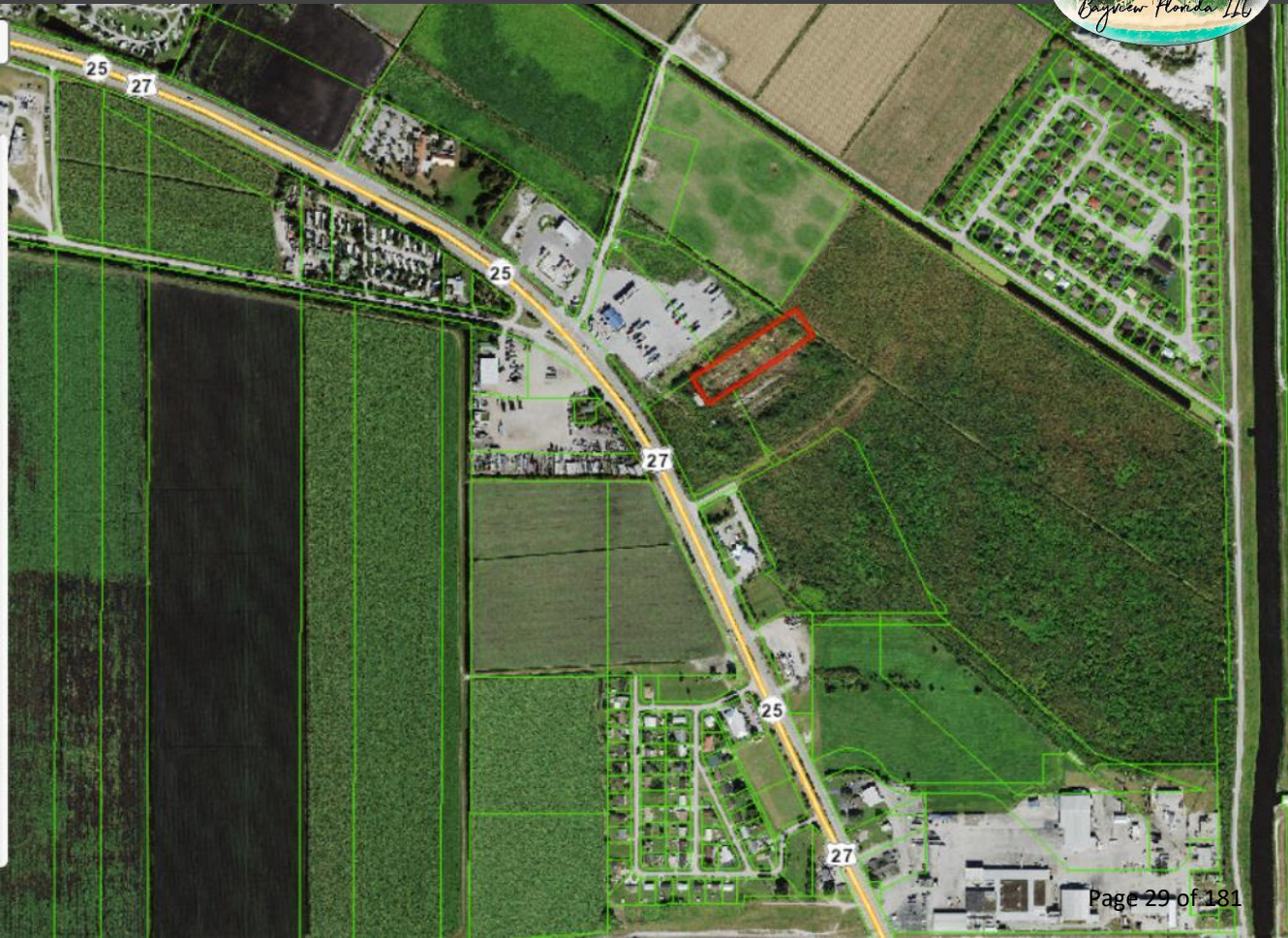
No Sales Information Available.

Appraisals

Tax Year	2022
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Improvement Value

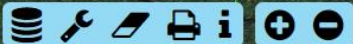
\$0



Property Information: Land 3



Search by Owner, Address or Parcel



[View Property Record](#)

Owners

SOUTH BAY CITY OF

Property Detail

Location 800 US HIGHWAY 27 N

Municipality SOUTH BAY

Parcel No. 58364411000003020

Subdivision

Book 09872

Page 1022

Sale Date JUL-1997

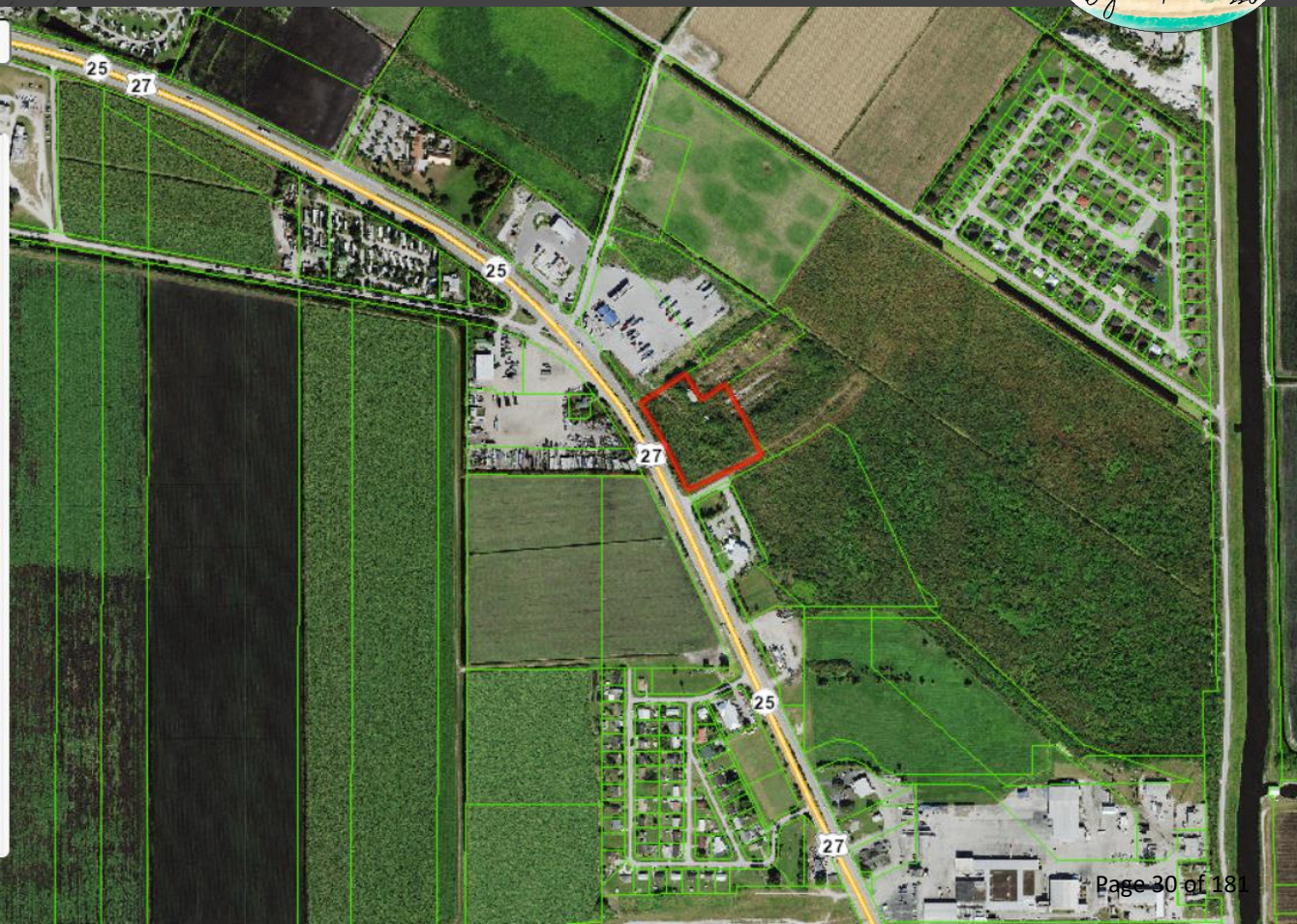
Mailing Address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

Use Type 8900 - MUNICIPAL

Total Square Feet
0

Sales Information

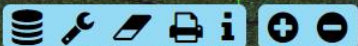
Sales Date	Price
JUL-1997	100
AUG-1986	100
MAR-1982	214400



Property Information: Land 4



Search by Owner, Address or Parcel



[View Property Record](#)

Owners

SOUTH BAY CITY OF

Property Detail

Location

Municipality SOUTH BAY

Parcel No. 58364411000007260

Subdivision

Book 23631

Page 1816

Sale Date DEC-2009

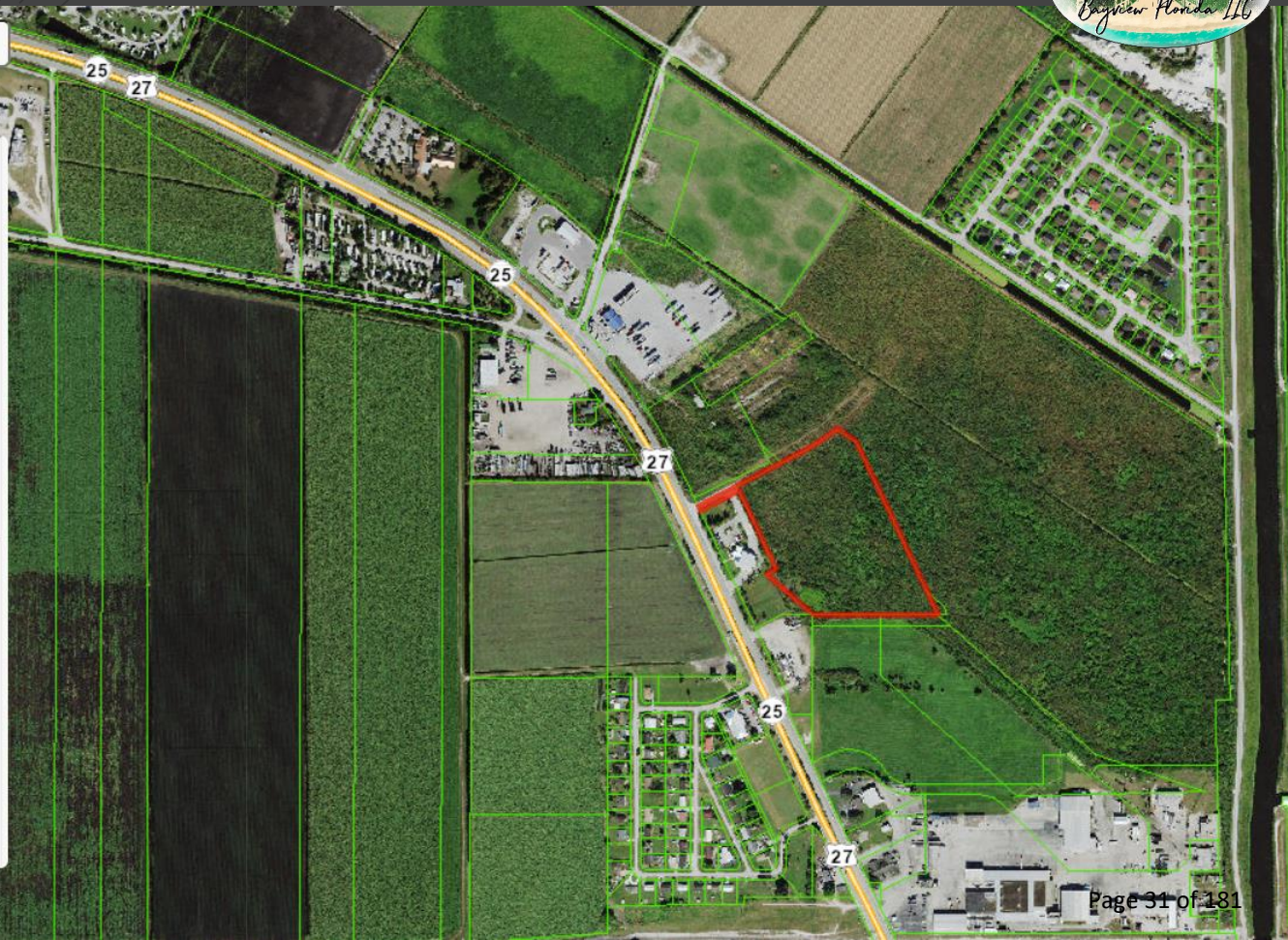
Mailing Address
335 SW 2ND AVE
SOUTH BAY FL 33493 2225

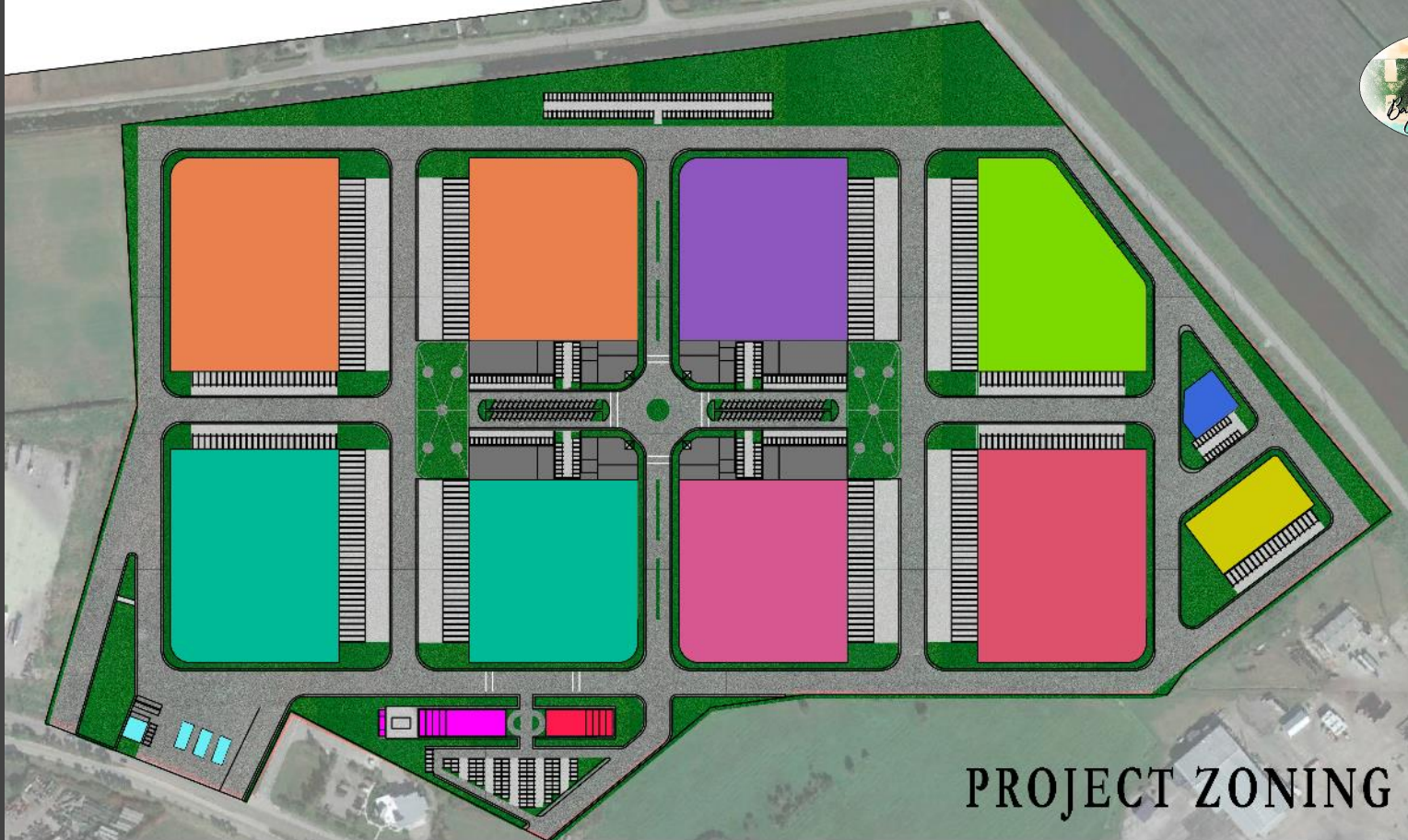
Use Type 8900 - MUNICIPAL

Total Square
Feet 0

Sales Information

Sales Date	Price
DEC-2009	40000
AUG-2007	1
APR-2006	95776





PROJECT ZONING

Fruit market	Fish market	Logistic Services	Administration and training center
Vegetables market	Poultry, beef and pork market	Waste Management and equipment	Fuel/Electric Station
Apart Hotel		Cereal, grains & other market	Medical Center

Specialized Warehouses

Each warehouses will have 6 to 8 distribution companies that lease it.

It has **403618.4 ft2** with cold rooms and stores vegetables grown in Florida



It has **403618.4 ft2** with cold rooms and stores fruits grown in Florida



It has **186164.3 ft2** with cold rooms and stores all kinds of seafood



It has **186164.3 ft2** with cold rooms and stores all kinds of meat: beef, pork, chicken, lamb, turkey



It has **181070.0 ft2** and stores dry grains, cereals, flours, canned and others.

It has **217454.2 ft2** where food products shipment is planned, managed, controlled





 Heavy Vehicle Parking  Midium Vehicle Parking  Light Vehicle Parking



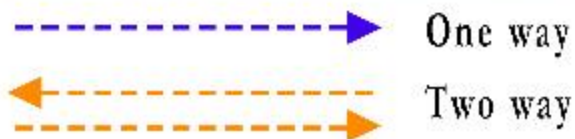
Projected street
to separate traffic
of heavy and light
vehicles.

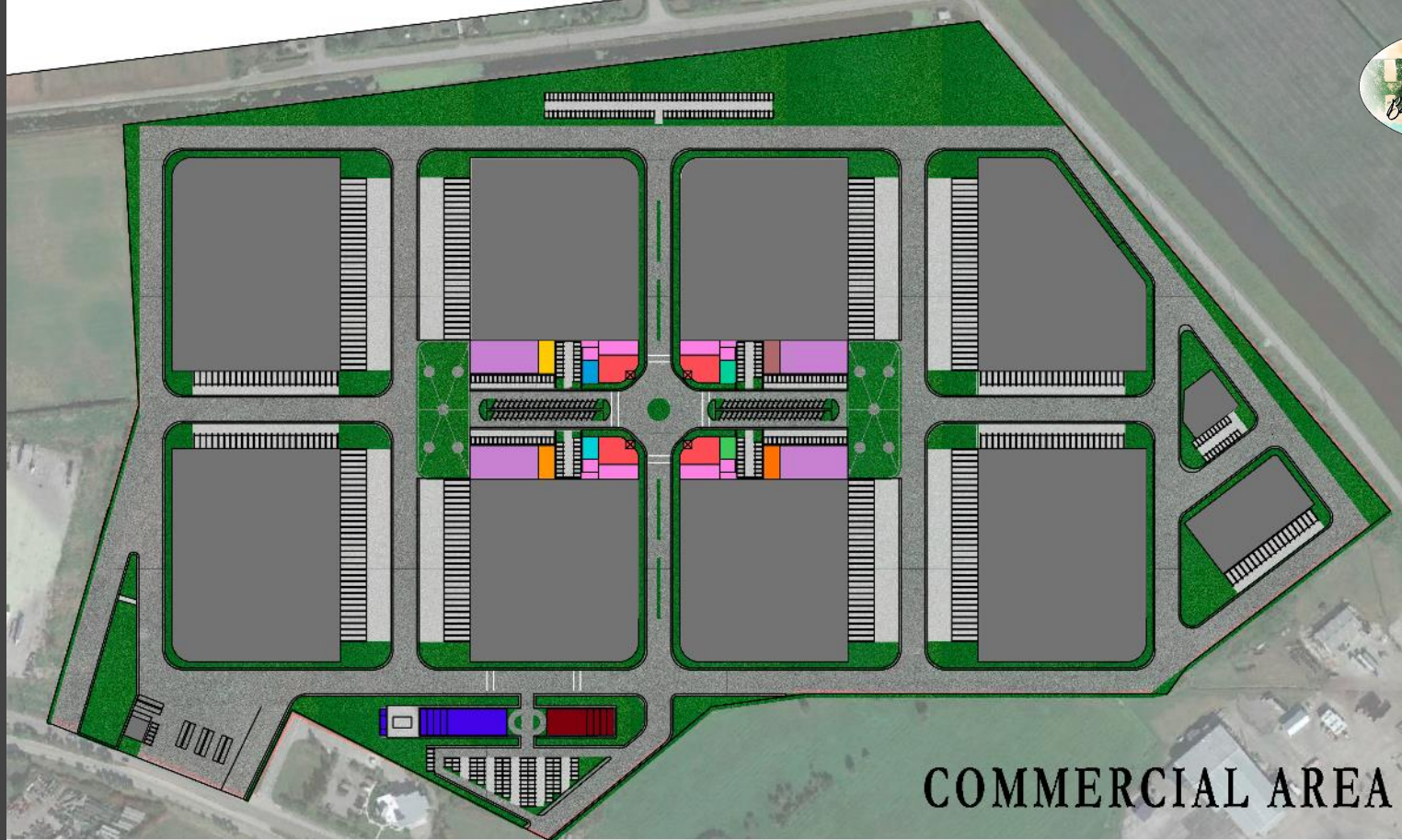
(change made after the
first face-to-face
meeting)

ROAD FLOW

Entrance

Exit





- | | | | | |
|-------------|----------------|--------------------|-------------|----------------|
| Restaurants | Bakery | Farmer Market | Drugstore | Medical Center |
| Kitchens | Ice cream shop | Work Clothes store | Shoes Store | |
| Coffee shop | Juice shop | Hardware store | Apart Hotel | |

Complementary Services

Besides **1578089.6** ft² of fruits, vegetables, fish, poultry, beef and pork, cereals, grains and others warehouses

Located in front of Hwy 27
will provide fuel for heavy,
medium vehicles and light
vehicles

- 4 Farmer markets
- 4 Specialized restaurants
- 4 Bakery, Coffee shop, Ice cream shop, Juice shop,
- 4 Drugstore, Hardware store, Work clothes store, Shoes store

A 5-story building
(**60491.0 ft²**) as a service for
business people related to the
project and tourists who will
also be attracted by it.



**GREEN
AREAS**



**GAS
STATION**



**MEDICAL
CENTER**



**COMMERCIAL
AREA**



**TRAINING
CENTER**



**APART
HOTEL**

Gives the City **71403.97 ft²** green
areas that provides physical,
mental, and environmental
benefits for citizens

A 5-story building (**43054.1
ft²**) will provide medical
services to the Smart Food
Cluster workers and also city
of South Bay citizens

Gives constant training to
Smart Food Cluster workers
that will be South Bay
citizens



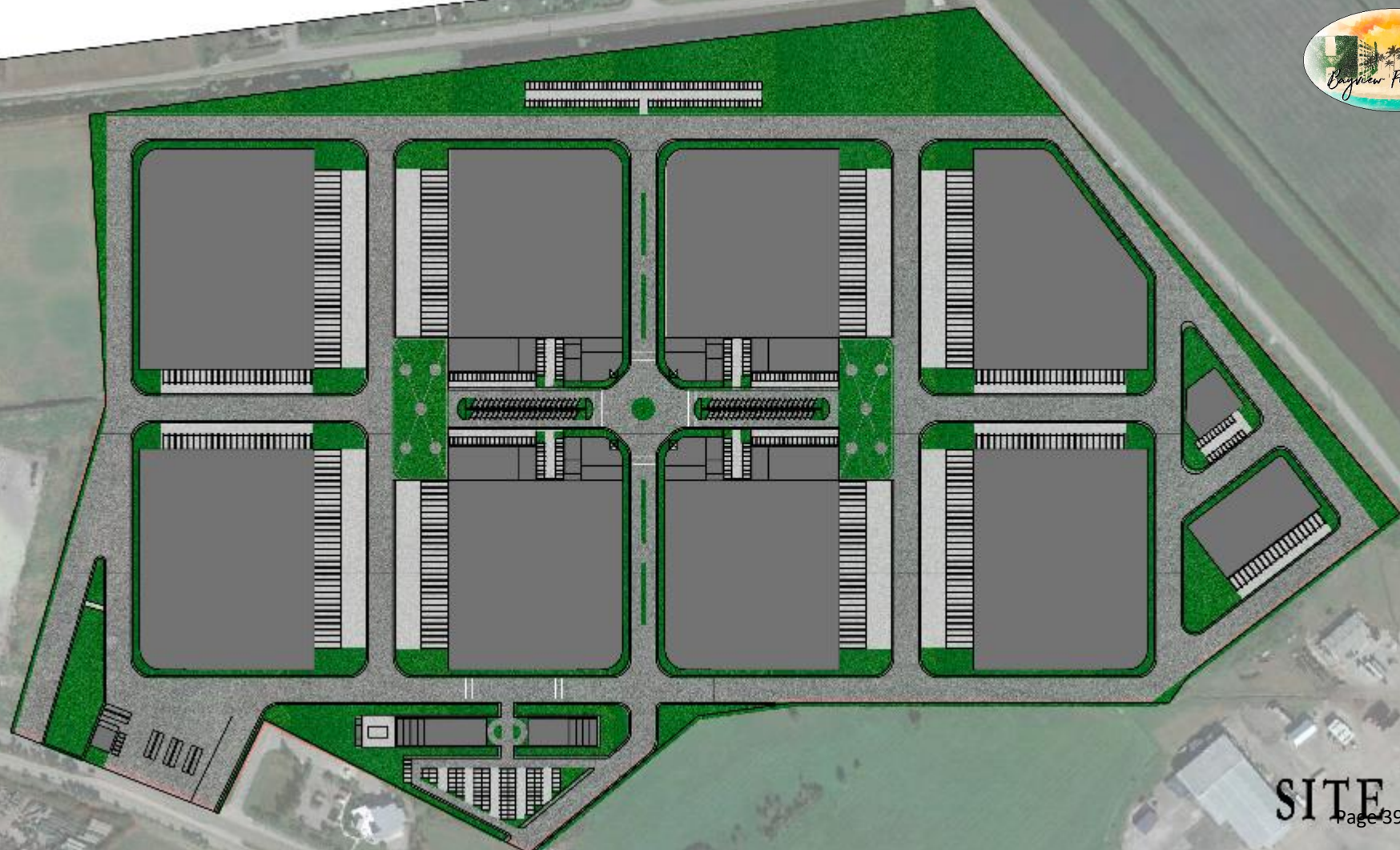
03

CONSTRUCTIONS STAGES

“The secret of getting ahead is getting started. The secret of getting started is breaking your complex overwhelming tasks into small manageable tasks, and starting on the first one.”

Mark Twain





Construction Stages



01

- Construction vegetables warehouse 1
- Site infrastructure stage 1

02

- Construction of vegetables warehouse 2 and gas station
- Site infrastructure stage 2

03

- Construction of fruits warehouse 3 and Medical Center
- Site infrastructure stage 3

04

- Construction of fruits warehouse 4 and Apart Hotel
- Site infrastructure stage 4

08

- Construction of logistic warehouse 8

07

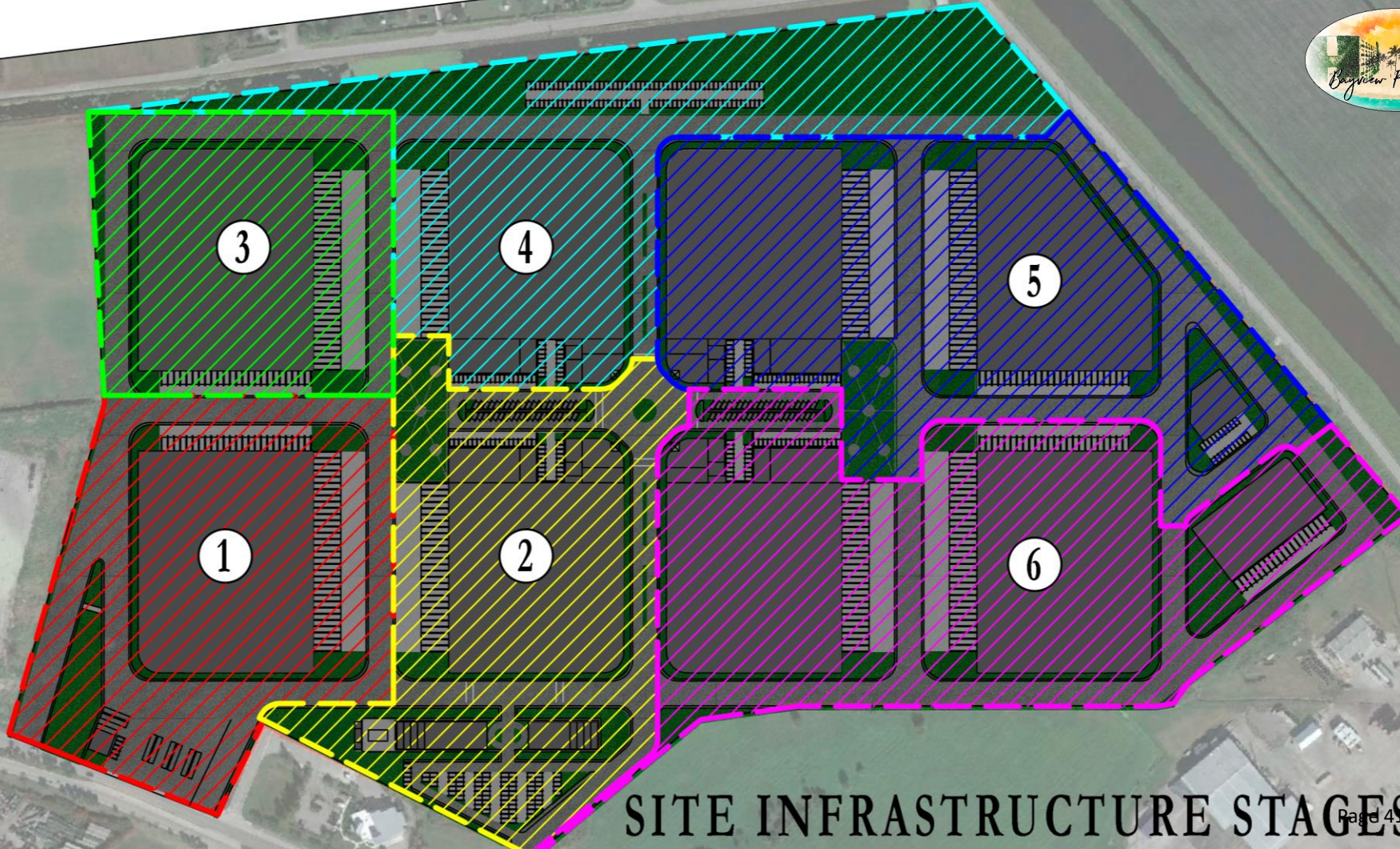
- Construction of cereal, grains and others warehouse 7, Waste management and Equipment

06

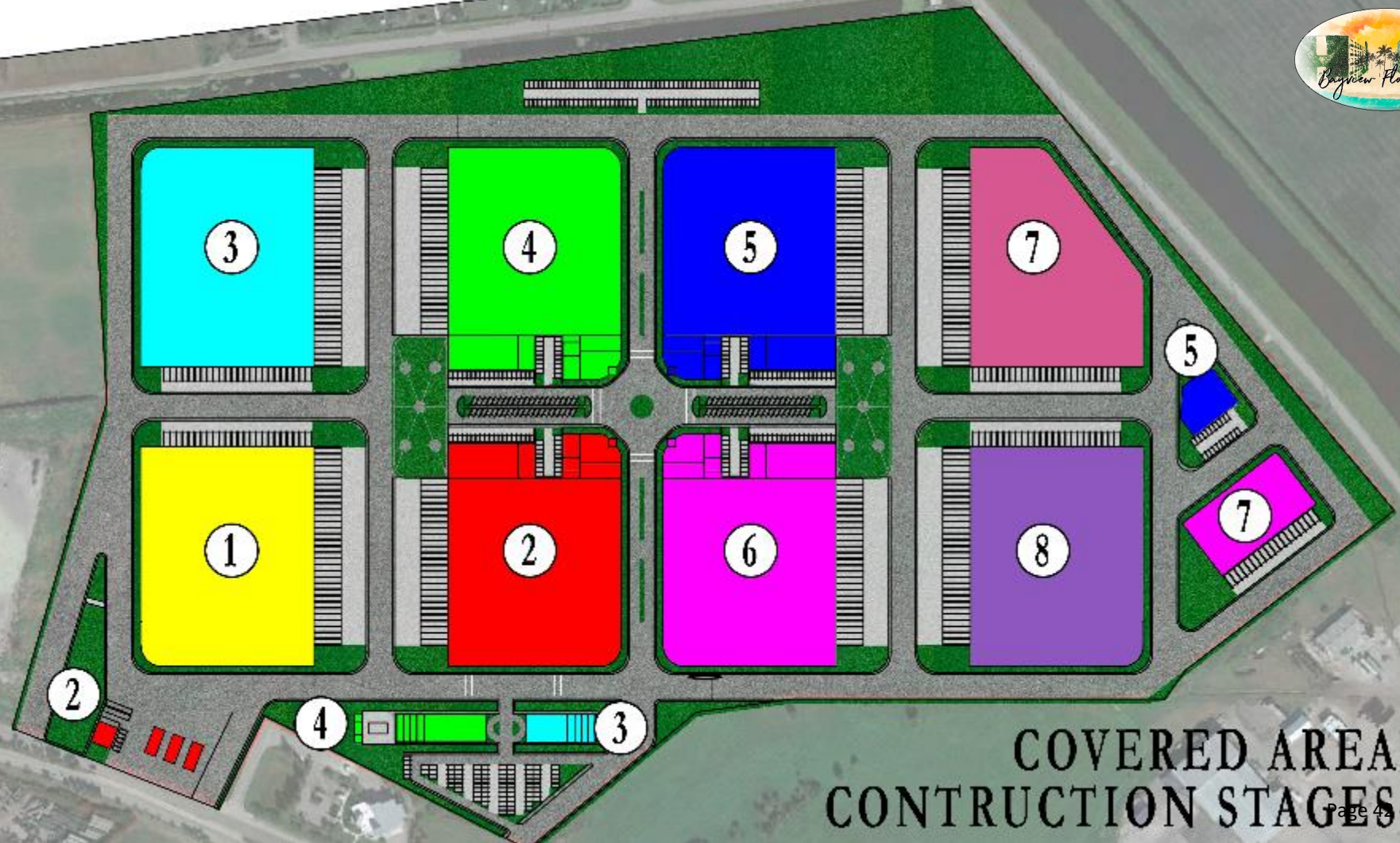
- Construction of Poultry, beef and pork warehouse 6
- Site infrastructure stage 6

05

- Construction of fish warehouse 5, Administration, training center and Laboratories
- Site infrastructure stage 5



SITE INFRASTRUCTURE STAGES



COVERED AREA
CONSTRUCTION STAGES

Stage 1

		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	217454.17	\$ 70.00	\$ 15,221,791.75
	SOFT COST (28.7 % OF HARD COST)			\$ 4,368,654.23
				\$ 19,590,445.98

SITE INFRASTRUCTURE	HARD COST	672694.27	\$ 5.60	\$ 3,767,087.92
	SOFT COST (28.7 % OF HARD COST)			\$ 1,081,154.23
	ROADS	221246.80		
	SLIDEWALKS	17869.83		
	GREEN AREA	72174.95		
	PARKING AREA	83446.30		
	MANEUVER AREA	45600.33		
	COMPLEMENTARY EQUIPMENT			
				\$ 4,848,242.15

TOTAL COST: \$ 25,438,688.13

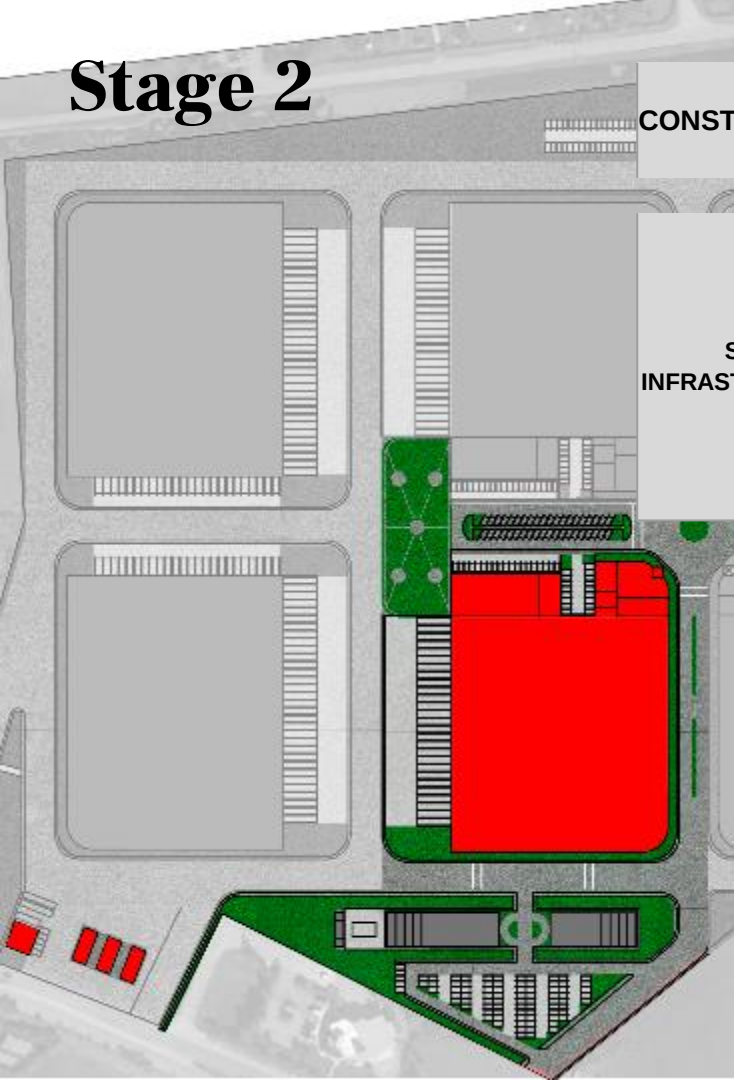
Construction covered area

	Ft2
Vegetables Warehouse 1	217454.17
TOTAL BUILT AREA:	217454.17

Construction of Vegetables Warehouse 1 and Infrastructure Stage 1.



Stage 2



CONSTRUCTION

	Ft2	\$/Ft2	SUBTOTAL
HARD COST	225779.22	\$ 70.00	\$ 15,804,545.33
SOFT COST (28.7 % OF HARD COST)			\$ 4,535,904.51
			\$ 20,340,449.84

SITE INFRASTRUCTURE

HARD COST	695627.15	\$ 5.60	\$ 3,895,512.05
SOFT COST (28.7 % OF HARD COST)			\$ 1,118,011.96
ROADS	149973.62		
SLIDEWALKS	50616.57		
GREEN AREA	83407.98		
PARKING AREA/MANEUVER AREA	121077.10		
COMPLEMENTARY EQUIPMENT			
			\$ 5,013,524.01

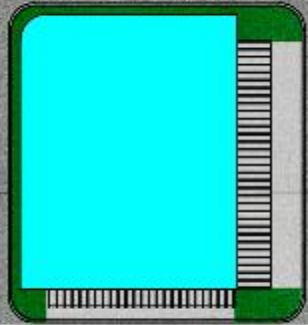
TOTAL COST: \$ 25,353,973.85

Construction covered area

	Ft2
Vegetables Warehouse 2	186164.3
Farmer Market	13829.4
Restaurant	6152.9
Kitchen	5489.4
Hardware store	3229.1
Fuel Station	8718.5
Bakery	2195.8
TOTAL BUILT AREA:	225779.22

Construction of Vegetables Warehouse 2, Fuel Station and Site Infrastructure 2.

Stage 3



		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	260508.28	\$ 70.00	\$ 18,235,579.74
	SOFT COST (28.7 % OF HARD COST)			\$ 5,233,611.39
				\$ 23,469,191.12

SITE INFRASTRUCTURE	HARD COST	473572.87	\$ 5.60	\$ 2,652,008.06
	SOFT COST (28.7 % OF HARD COST)			\$ 761,126.31
	ROADS	114903.90		
	SLIDEWALKS	17869.83		
	GREEN AREA	11516.11		
	PARKING AREA/MANEUVER AREA	44015.62		
	COMPLEMENTARY EQUIPMENT			
				\$ 3,413,134.37

TOTAL COST: \$ 26,882,325.50

Construction covered area

	Ft2
Fruits Warehouse 3	217454.2
Medical Center	43054.1
TOTAL BUILT AREA:	260508.28

Construction of Fruits Warehouse 3, Medical center and Infrastructure stage 3.

Stage 4



		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	277551.79	\$ 70.00	\$ 19,428,625.39
	SOFT COST (28.7 % OF HARD COST)			\$ 5,576,015.49
				\$ 25,004,640.87

SITE INFRASTRUCTURE	HARD COST	728195.44	\$ 5.60	\$ 4,077,894.45
	SOFT COST (28.7 % OF HARD COST)			\$ 1,170,355.71
	ROADS	125571.84		
	SLIDEWALKS	25746.47		
	GREEN AREA	274117.04		
	PARKING AREA/MANEUVER AREA	64960.05		
	COMPLEMENTARY EQUIPMENT			
				\$ 5,248,250.15

TOTAL COST: \$ 30,252,891.03

Construction covered area

	Ft2
Fruits Warehouse 4	186164.3
Farmer Market	13829.4
Restaurant	6152.9
Kitchen	5489.4
Work Clothes Store	3229.1
Coffe shop	2195.8
Apart Hotel	60491.0
TOTAL BUILT AREA:	277551.79

Construction of Fruits Warehouse 4, Apart Hotel and
Infrastructure stage 4.

Stage 5



	Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	284817.17	\$ 19,937,202.11
	SOFT COST (28.7 % OF HARD COST)		\$ 5,721,977.01
			\$ 25,659,179.12

SITE INFRASTRUCTURE	HARD COST	473572.87	\$ 5.60	\$ 5,199,925.91
	SOFT COST (28.7 % OF HARD COST)			\$ 1,492,378.74
	ROADS	114903.90		
	SLIDEWALKS	17869.83		
	GREEN AREA	11516.11		
	PARKING AREA/MANEUVER AREA	44015.62		
	COMPLEMENTARY EQUIPMENT			
				\$ 6,692,304.64

TOTAL COST: \$ 32,351,483.76

Construction covered area

	Ft2
Fish Warehouse 5	186164.3
Farmer Market	13829.4
Restaurant	6152.9
Kitchen	5489.4
Shoes Store	3229.1
Juice shop	2195.8
Administration	67756.4
TOTAL BUILT AREA:	284817.17

Construction of Fish Warehouse 5,
Administration and Infrastructure stage 5



Stage 6

		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	217060.76	\$ 70.00	\$ 15,194,253.26
	SOFT COST (28.7 % OF HARD COST)			\$ 4,360,750.69
				\$ 19,555,003.95

SITE INFRASTRUCTURE	HARD COST	1022683.21	\$ 5.60	\$ 5,727,025.97
	SOFT COST (28.7 % OF HARD COST)			\$ 1,643,656.45
	ROADS	208120.25		
	SLIDEWALKS	17667.90		
	GREEN AREA	55502.03		
	PARKING AREA/MANEUVER AREA	82351.54		
	COMPLEMENTARY EQUIPMENT			
				\$ 7,370,682.43

TOTAL COST: \$ 26,925,686.38

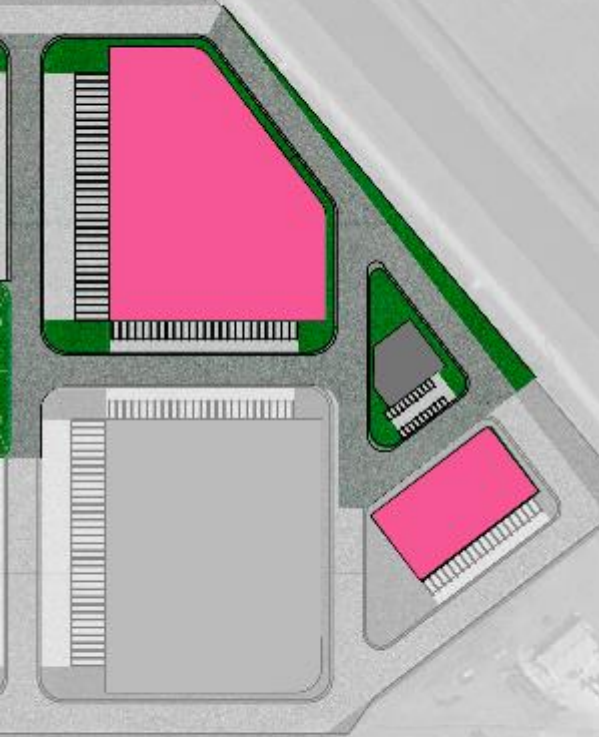
Construction covered area

	Ft2
Poultry, beef and pork Warehouse 6	186164.3
Farmer Market	13829.4
Restaurant	6152.9
Kitchen	5489.4
Drugstore	3229.1
Ice Cream Shop	2195.8
TOTAL BUILT AREA:	217060.76

Construction of Poultry, beef and pork Warehouse 6 and Infrastructure Stage 6.



Stage 7



		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	225731.86	\$ 70.00	\$ 15,801,230.16
	SOFT COST (28.7 % OF HARD COST)			\$ 4,534,953.06
				\$ 20,336,183.22

SITE INFRASTRUCTURE	HARD COST	0	\$ 5.60	\$ 0
	SOFT COST (28.7 % OF HARD COST)			
	ROADS			
	SLIDEWALKS			
	GREEN AREA			
	PARKING AREA/MANEUVER AREA			
	COMPLEMENTARY EQUIPMENT			
				\$ 0

			TOTAL COST:	\$ 20,336,183.22
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Construction covered area

	Ft2
Cereal, grains and others Warehouse 7	181070.00
Waste management and Equipment	44661.86
TOTAL BUILT AREA:	225731.86

Construction of cereal, grains and others Warehouse 7, Waste management and Equipment



Stage 8



		Ft2	\$/Ft2	SUBTOTAL
CONSTRUCTION	HARD COST	217454.17	\$ 70.00	\$ 15,221,791.75
	SOFT COST (28.7 % OF HARD COST)			\$ 4,368,654.23
				\$ 19,590,445.98

SITE INFRASTRUCTURE	HARD COST	0	\$ 5.60	\$ 0
	SOFT COST (28.7 % OF HARD COST)			
	ROADS			
	SLIDEWALKS			
	GREEN AREA			
	PARKING AREA/MANEUVER AREA			
	COMPLEMENTARY EQUIPMENT			
				\$ 0

TOTAL COST:			\$ 19,590,445.98
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Construction covered area

	Ft2
Logistic Warehouse 8	217454.17
TOTAL BUILT AREA:	217454.17

Construction of Logistic Warehouse 8





\$ 2,500,000.00

Land Cost

\$ 134,845,019.48

Construction cover area Hard Cost

\$ 38,700,520.59

Construction cover area Soft Cost (28.7% of Construction cover area Hard Cost)

\$ 25,319,454.36

Site Infrastructure Hard Cost

\$ 7,266,683.40

Site Infrastructure Soft Cost (28.7% of Site Infrastructure Hard Cost)



\$208,631,677.83

SMART FOOD CLUSTER PROJECT TOTAL COST

Without equipment and specific technologies of each space



Investment Equipment

- The investment exceeds \$100,000,000.00 in eight stages in which project has been divided.
- Market warehouses tenants and operators, complementary services and commercial area will generate new investments in their equipment.



Soft Cost Breakdown (28.7 % of Hard Cost)

Does not include **Financial cost, Real Estate cost and contingencies**

%	\$	DESCRIPTION	PARTNERS	SHARES	PAY CASH
0.99 %	\$ 1,584,194.08	Research, Diagnosis, Concept and Business Model	BAYVIEW FLORIDA LLC.	100 % (On Trust)	
1.50 %	\$ 2,402,467.11	Architectural Pre-Desing	BAYVIEW FLORIDA LLC.	50 % (On Trust)	50 % (Trustee)
1.50 %	\$ 2,402,467.11	Architectural Final Desing			
1.00 %	\$ 1,601,644.74	Hydrosanitary Engineering Design	Associated ENGINEERING COMPANY.	50 % (On Trust)	50 % (Trustee)
1.00 %	\$ 1,601,644.74	Electrical Engineering Design			
1.00 %	\$ 1,601,644.74	Structural Engineering Design			
1.00 %	\$ 1,601,644.74	Environmental Engineering Design			
0.78 %	\$ 1,250,000.00	Approvals			100 % (Trustee)
1.80 %	\$ 2,882,960.53	Trustee			
1.70 %	\$ 2,722,796.06	Construction Inspection			
0.39 %	\$ 625,000.00	Legals			
0.39 %	\$ 625,000.00	Marketing			
1.65 %	\$ 2,637,335.54	Insurances			
4.00 %	\$ 6,401,917.78	Developer Shares	BAYVIEW FLORIDA LLC.		
10.00 %	\$16,016,447.38	Developer and General Contractor	BAYVIEW FLORIDA LLC. & Associates		
28.70 %	\$ 45,967,203.99	TOTAL SOFT COST			

04

BUSINESS MODEL FOR A REAL STATE TRUST

*“Whenever you see a successful
business, someone once made a
courageous decision”*

PETER F. DRUCKER.



REAL STATE TRUST

- The objective of the Real Estate TRUST is the administration of resources and assets related to a real estate project, or the administration of the resources associated with the development and execution of said project
- TRUST is possibly THE BEST INSTRUMENT that, without guaranteeing results, is an endorsement regarding the resources proper management destined to the construction of the SMART FOOD CLUSTER PROJECT, generates peace and confidence of mind in all the constituents of the trust.
- We present several options to choose the Trustee by mutual agreement.



BANK OF AMERICA



MEMBER OF THE M&T FAMILY

Land Value

\$ 2'500,000



It can be an **economic contribution (shares)** from The City or major investor through **land purchase**.

The business model we have taken is the land purchase option.

Architectural Design Value

Phase 1

50%

- Urban and Architectural Project (Advanced Draft)

\$ 2'402,467.11

VALUE

PLUS



Phase 2

50%

- Architectural Final Desing

\$ 2'402,467.11

VALUE

\$ 4'804,934.22



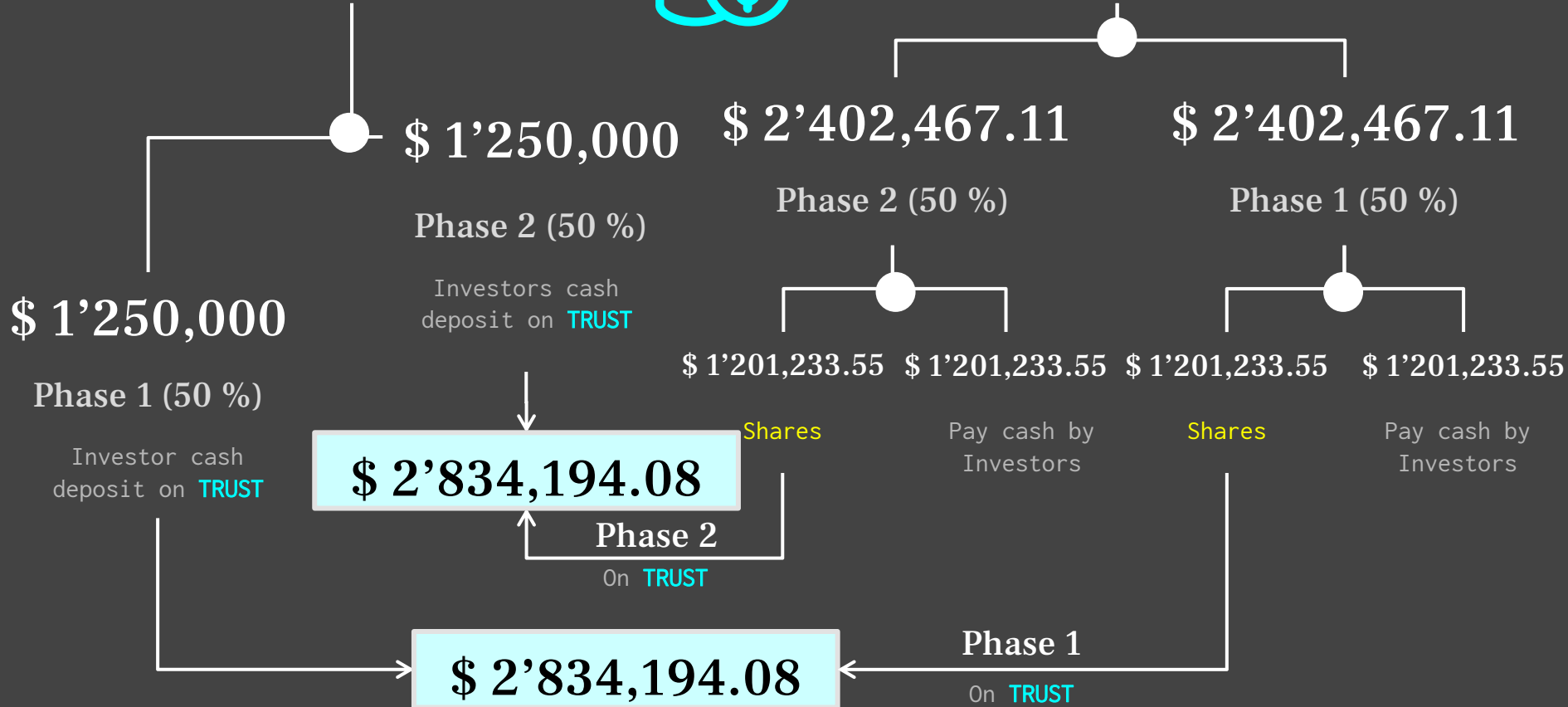
LAND VALUE

\$ 2'500.000

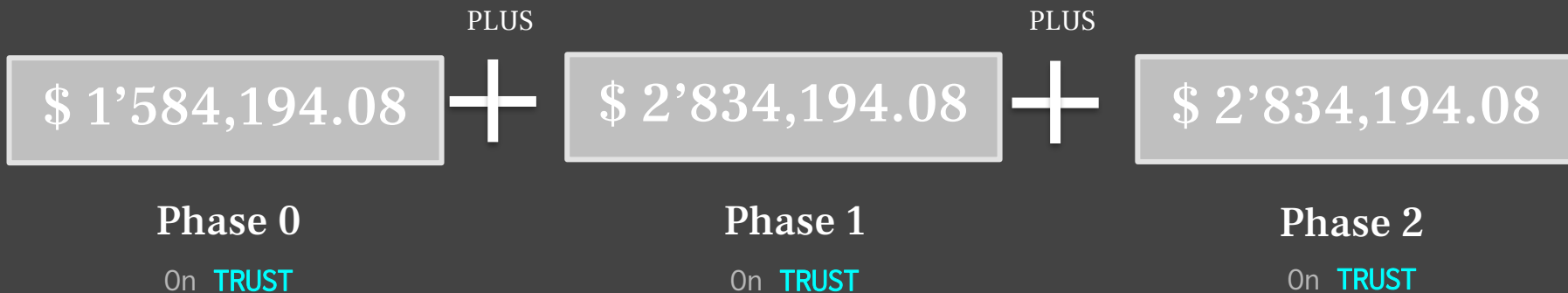


ARCHITECTURE DESIGN VALUE

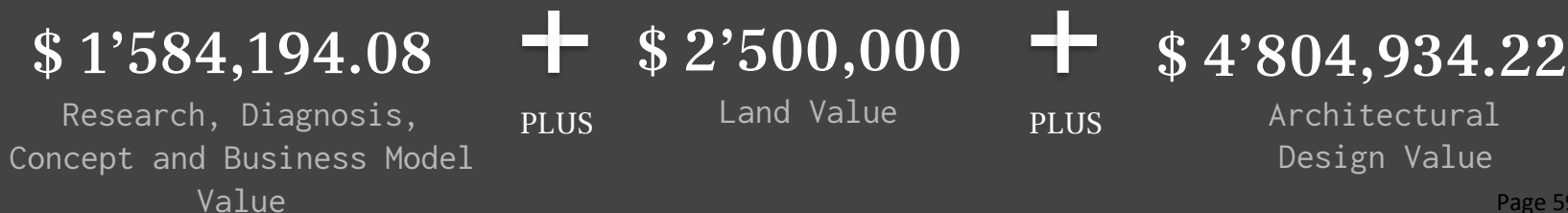
\$ 4'804,934.22



On TRUST



\$ 8'889,128.30



On TRUST

\$ 2'500,000

LAND VALUE on TRUST
Pay by Investors



PLUS

RESEARCH,
DIAGNOSIS, CONCEPT
AND BUSINESS MODEL
VALUE

ARCHITECTURAL
DESIGN VALUE

\$ 1'584,194.08

On TRUST

+

\$ 2'402,467.11

On TRUST

+

\$ 2'402,467.11

Pay by Investors

\$ 6'389,128,30

PROPERTY OF SMART FOOD CLUSTER TRUST



55.15 %

44.85 %

= \$ 8'889,128.30

On TRUST

Major and others
Investor Corporation

Bayview
Florida LLC.



Phase 3 - Approvals Expenses



Land Value = \$ 2'500.000

ON APPROVALS = Pay by Investors

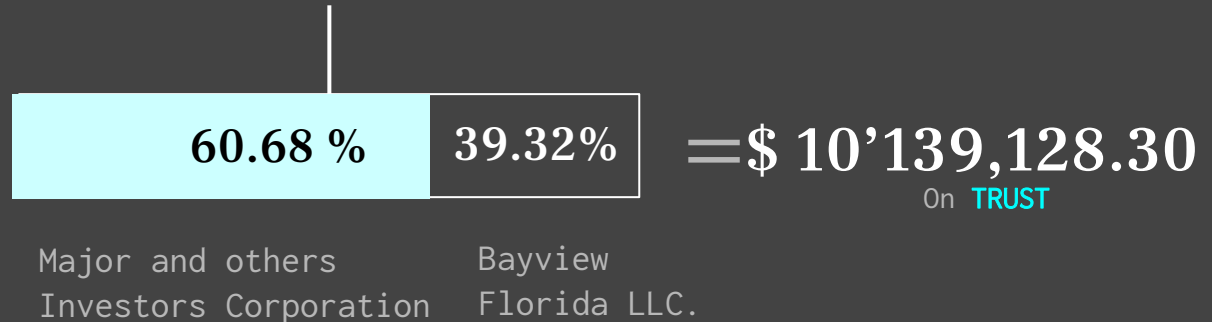
\$ 1'250.000

\$ 3'750.000

PLUS ARCHITECTURAL DESIGN VALUE \$ 4'804,934.22

PLUS RESEARCH, DIAGNOSIS, CONCEPT AND BUSINESS MODEL VALUE \$ 1'584,194.08

SMART FOOD CLUSTER TRUST



Phase 4 — Associated Engineering Company

*Hydrosanitary Engineering
Design Value*

*Electrical Engineering
Design Value*

*Structural Engineering
Design Value*

*Environmental Engineering
Design Value*

\$ 1,601,644.74

\$ 1,601,644.74

\$ 1,601,644.74

\$ 1,601,644.74

\$ 800,822.37

\$ 800,822.37

\$ 800,822.37

\$ 800,822.37

Shares

\$ 800,822.37

Pay by
Investors

Shares

\$ 800,822.37

Pay by
Investors

Shares

\$ 800,822.37

Pay by
Investors

Shares

\$ 800,822.37

Pay by
Investors

\$ 3'203,289.48

Add Shares on TRUST

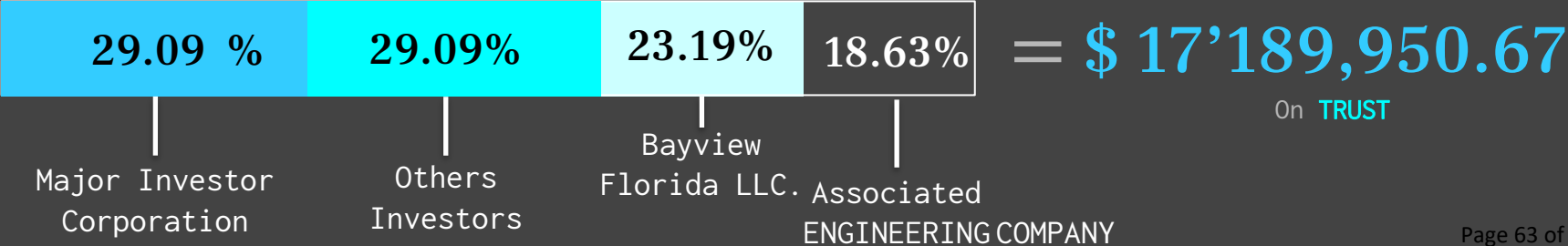


SMART FOOD CLUSTER TRUST (INVESTMENT)



Land Value	\$ 2'500,000.00
Research, Diagnosis, Concept and Business Model	\$ 1'584,194.08
Approvals	\$ 1'250,000.00
Architectural Design Value	\$ 4'804,934.22
Hydrosanitary Engineering Design Value	\$ 1'601,644.74
Electrical Engineering Design Value	\$ 1'601,644.74
Structural Engineering Design Value	\$ 1'601,644.74
Environmental Engineering Design Value	\$ 1'601,644.74
Other expenses	\$ 644,243.42

Other expenses will be used for the trustee, legals and others



FRESH CAPITAL INVESTMENT

LAND, ARCHITECTURAL DESIGNS, ENGINEERING DESIGNS AND APPROVALS EXPENSES



MAJOR INVESTOR

\$ 5'000,000.00



OTHERS INVESTORS

\$ 5'000,000.00

COMPANIES INVOLVED INVESTMENT *(SHARES)*



BAYVIEW FLORIDA LLC.

\$ 3'986,661.19



Associated ENGINEERING COMPANY

\$ 3'203.289.48

Investment on Trust

\$ 17,189,950.67

Real value of SMART FOOD CLUSTER TRUST after land purchasing with all planning and construction could be:

\$ 25,000,000.00

Profit = \$ 7,810,049.33 (45.43 % of investment)

In the time it takes to carry out all designs, approvals and construction permits

$$\frac{\$ 25,000,000}{\$208,631,677.83} \times 100\%$$

12% of total investment (\$208,631,677.83)



ACUMMULATED SALES PRICE *(Reference)* by CONSTRUCTION STAGES

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8
REAL ESTATE TRUST								
REAL PRICE TRUST								
CONSTRUCTION COST	\$22,602,444.29	\$23,517,730.02	\$25,046,081.66	\$28,416,647.19	\$30,515,239.93	\$25,089,442.54	\$18,499,939.38	\$17,754,202.15
CONSTRUCTION PROFIT (20%)	\$ 4,520,488.86	\$ 4,703,546.00	\$ 5,009,216.33	\$ 5,683,329.44	\$ 6,103,047.99	\$ 5,017,888.51	\$3,699,987.88	\$ 3,550,840.43
SUBTOTAL	\$27,122,933.15	\$28,221,276.02	\$30,055,297.99	\$34,099,976.63	\$36,618,287.91	\$30,107,331.05	\$22,199,927.26	\$21,305,042.58
ACCUMULATED REAL PRICE	\$27,122,933.15	\$55,344,209.17	\$85,399,507.17	\$119,499,483.80	\$156,117,771.71	\$186,225,102.76	\$208,425,030.02	\$229,730,072.60
PERCENTAGE INCREASE IN REAL ESTATE VALUE	2.5%	5%	7.5%	10%	12.5%	15%	17.5%	20%
	\$ 678,073.33	\$ 2,767,210.46	\$ 6,404,963.04	\$11,949,948.38	\$19,514,721.46	\$27,933,765.41	\$36,474,380.25	\$45,946,014.52
REAL VALUE FOR SALE INCREASE	\$27,801,006.48	\$58,111,419.63	\$91,804,470.20	\$131,449,432.18	\$175,632,493.17	\$214,158,868.18	\$244,899,410.28	\$275,676,087.12
CONSTRUCTION AREA (Ft ²)	217454.17	225779.22	260508.28	277551.79	284817.17	217060.76	225731.86	217454.17
ACCUMULATED CONSTRUCTION AREA (Ft ²)	217454.17	443233.39	703741.67	981293.46	1266110.63	1483171.39	1708903.25	1926357.42
SALE PRICE PER Ft ²	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143
SALE PRICE WITH ACCUMULATED STAGES	\$31,119,310.18	\$63,429,997.16	\$100,710,671.58	\$140,430,399.05	\$181,189,856.74	\$212,252,867.46	\$244,556,776.93	\$275,676,087.12

Real value of SMART FOOD CLUSTER

	Ft 2	TOTAL PER STAGE	ACUMMULATE REAL VALUE
1	217454.17	\$ 31,119,310.18	
2	225779.22	\$ 32,310,686.98	\$ 63,429,997.16
3	260508.28	\$ 37,280,674.42	\$ 100,710,671.58
4	277551.79	\$ 39,719,727.47	\$ 140,430,399.05
5	284817.17	\$ 40,759,457.69	\$ 181,189,856.74
6	217060.76	\$ 31,063,010.72	\$ 212,252,867.46
7	225731.86	\$ 32,303,909.48	\$ 244,556,776.93
8	217454.17	\$ 31,119,310.18	\$ 275,676,087.12

$$\begin{array}{r}
 \text{REAL VALUE STAGE 0} \\
 \text{REAL VALUE STAGE 1-8}
 \end{array}
 +
 \begin{array}{r}
 \$25,000,000.00 \\
 \$275,676,087.00 \\
 \hline
 \text{\textcolor{teal}{\$300,676,087.00}}
 \end{array}$$

$$\frac{\$ 300'676,087.00}{1926357.42 \text{ Ft}2} = \boxed{156.00 \text{ \$/Ft}2}$$

Reference sale price

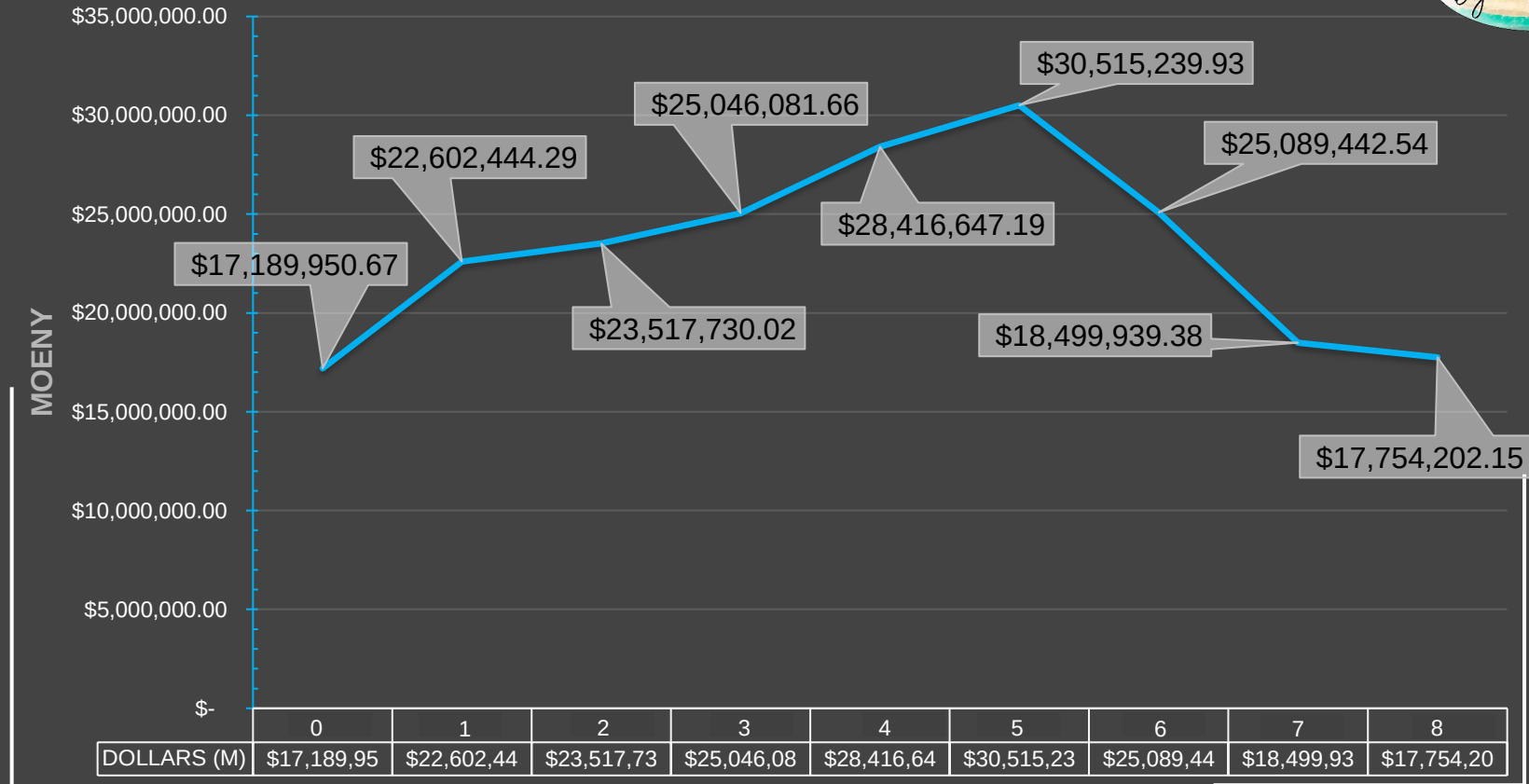


05

CONSTRUCTION BUDGET

*"You don't have to see the whole
staircase, just take the first step"*
Martin Luther King Jr.

Investing by Stages



STAGE 0 corresponds to Real State Trust creation (LAND, ARCHITECTURAL DESGINS, ENGINEERING DESIGNS AND APPROVALS EXPENSES)

Break-Even Point

There are 4 breaking points:

1. Legal

- Signed Trust Agreement
- Legalization of the transfer of property to the TRUST

2. Technical

Obtain all building approvals, permits and licenses

3. Comercial

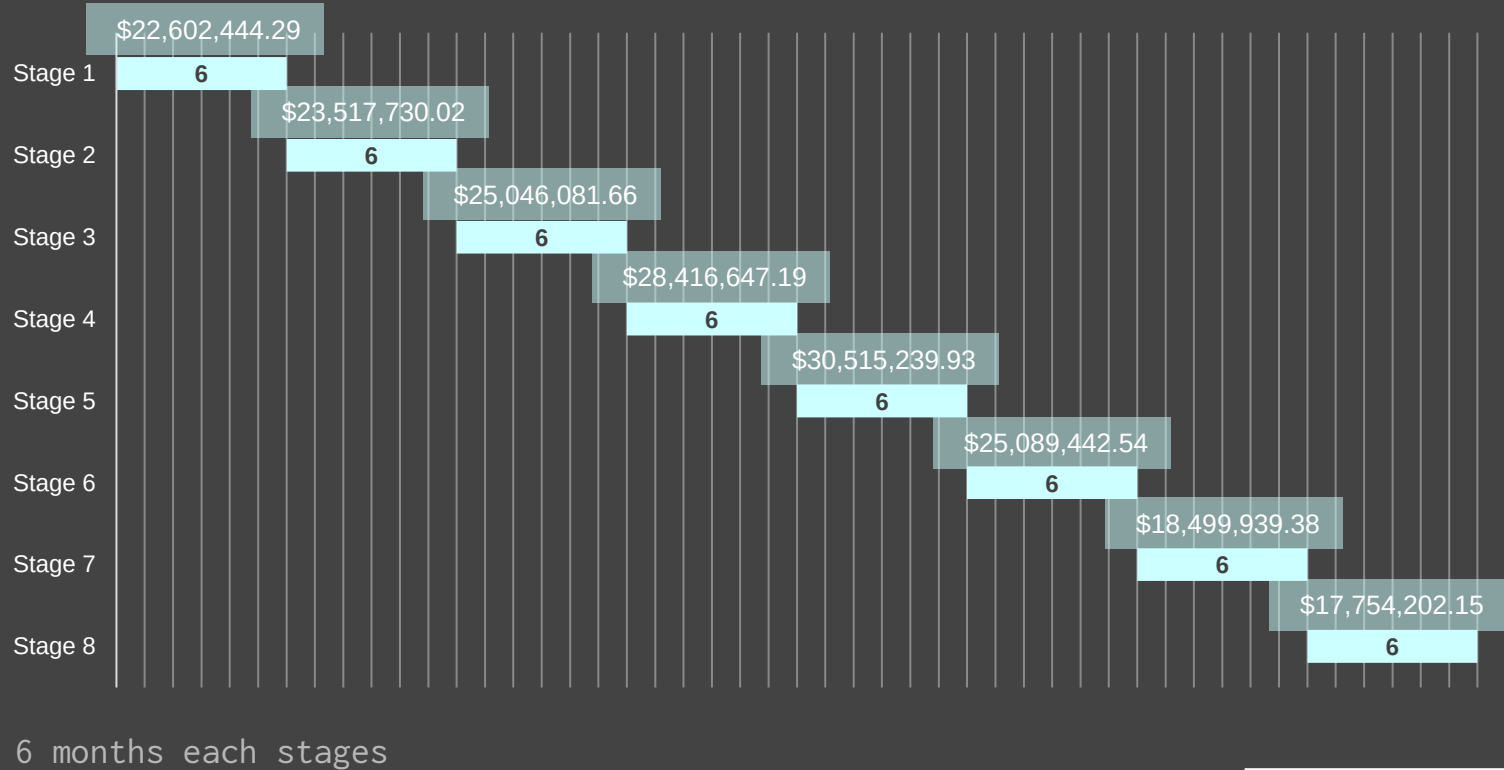
Fresh capital capture by investors according to annual investment budget.

4. Financing

Have a line of credit approved for the remaining part of budget to start using it from the third stage

4 Years Valued Schedule:

Scenery for 48 months After Stage 0 is completed



06

GREAT PROFIT

“Being sustainable is not just washing the blame or just taking care of the environment, but being socially fair, responsible with the environment and, therefore, also economically viable”

Cecilia Goya de Riviello.



Lease Model annual Complete Project

AVERAGE LEASE PRICE = 2 \$/Ft2

We consider **65 %** of the total area for lease, the remaining **35%** is considered circulation and non-leased area

STAGES	LEASE AREA(Ft2)			COST - 10% EXPENSES	INCOME BY STAGE
	Warehouse	Comercial	Total Area		
Stage 1	141345.21	-	141345.21	\$ 3,392,285.02	\$ 3,053,056.52
Stage 2	121006.77	30896.49	151903.27	\$ 3,645,678.41	\$ 3,281,110.57
Stage 3	141345.21	43054.11	184399.32	\$ 4,425,583.76	\$ 3,983,025.38
Stage 4	121006.774	91387.52	212394.30	\$ 5,097,463.14	\$ 4,587,716.83
Stage 5	121006.774	98652.91	219659.68	\$ 5,271,832.31	\$ 4,744,649.08
Stage 6	121006.774	30896.49	151903.27	\$ 3,645,678.41	\$ 3,281,110.57
Stage 7	117695.50	-	117695.50	\$ 2,824,691.95	\$ 2,542,222.76
Stage 8	141345.209	-	141345.21	\$ 3,392,285.02	\$ 3,053,056.52
Net Annual Income Before taxes					\$ 28,525,948.22



Lease Model in 4 years



	YEAR 1th		YEAR 2th		YEAR 3th		YEAR 4th	
STAGE 1	0	\$ 1,526,528.26	\$ 1,526,528.26	\$ 1,526,528.26	\$ 1,526,528.26	\$ 1,526,528.26	\$ 1,526,528.26	\$ 1,526,528.26
STAGE 2			\$ 1,640,555.29	\$ 1,640,555.29	\$ 1,640,555.29	\$ 1,640,555.29	\$ 1,640,555.29	\$ 1,640,555.29
STAGE 3				\$ 1,991,512.69	\$ 1,991,512.69	\$ 1,991,512.69	\$ 1,991,512.69	\$ 1,991,512.69
STAGE 4					\$ 2,293,858.41	\$ 2,293,858.41	\$ 2,293,858.41	\$ 2,293,858.41
STAGE 5						\$ 2,372,324.54	\$ 2,372,324.54	\$ 2,372,324.54
STAGE 6							\$ 1,640,555.29	\$ 1,640,555.29
STAGE 7								\$ 1,271,111.38
STAGE 8								
	\$ 1,526,528.26		\$ 8,325,679.78		\$ 17,277,233.84		\$ 24,201,780.33	

In four years, **\$ 51,331,222.20** will be produced

Cluster Model Annual Sales (Management)

Complete Project



\$ 1000'000,000

Estimated Annual Sales

Income is 1 % of
annual sales

\$ 10'000.000

Net Annual Income
Before taxes

Cluster Model in 4 years



	YEAR 1th	YEAR 2th	YEAR 3th	YEAR 4th
STAGE 1	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
STAGE 2		\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
STAGE 3		\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
STAGE 4			\$ 1,250,000.00	\$ 1,250,000.00
STAGE 5			\$ 1,250,000.00	\$ 1,250,000.00
STAGE 6				\$ 1,250,000.00
STAGE 7				\$ 1,250,000.00
STAGE 8				
	\$ 1,250,000.00	\$ 3,750,000.00	\$ 6,250,000.00	\$ 8,750,000.00

In four years, **\$ 20,000,000.00** will be produced

Lease Model

\$ 28,525,948.22

Full Project Annual Profit

$$\frac{\$ 28,525,948.22}{\$ 208,631,677.83} \times 100\%$$

13.67%



PLUS

Cluster Model (Management)

\$ 10,000,000.00

Full Project Annual Profit

$$\frac{\$ 10,000,000.00}{\$ 208,631,677.83} \times 100\%$$

4.79%

18.47% = \$ 38,525,948.22

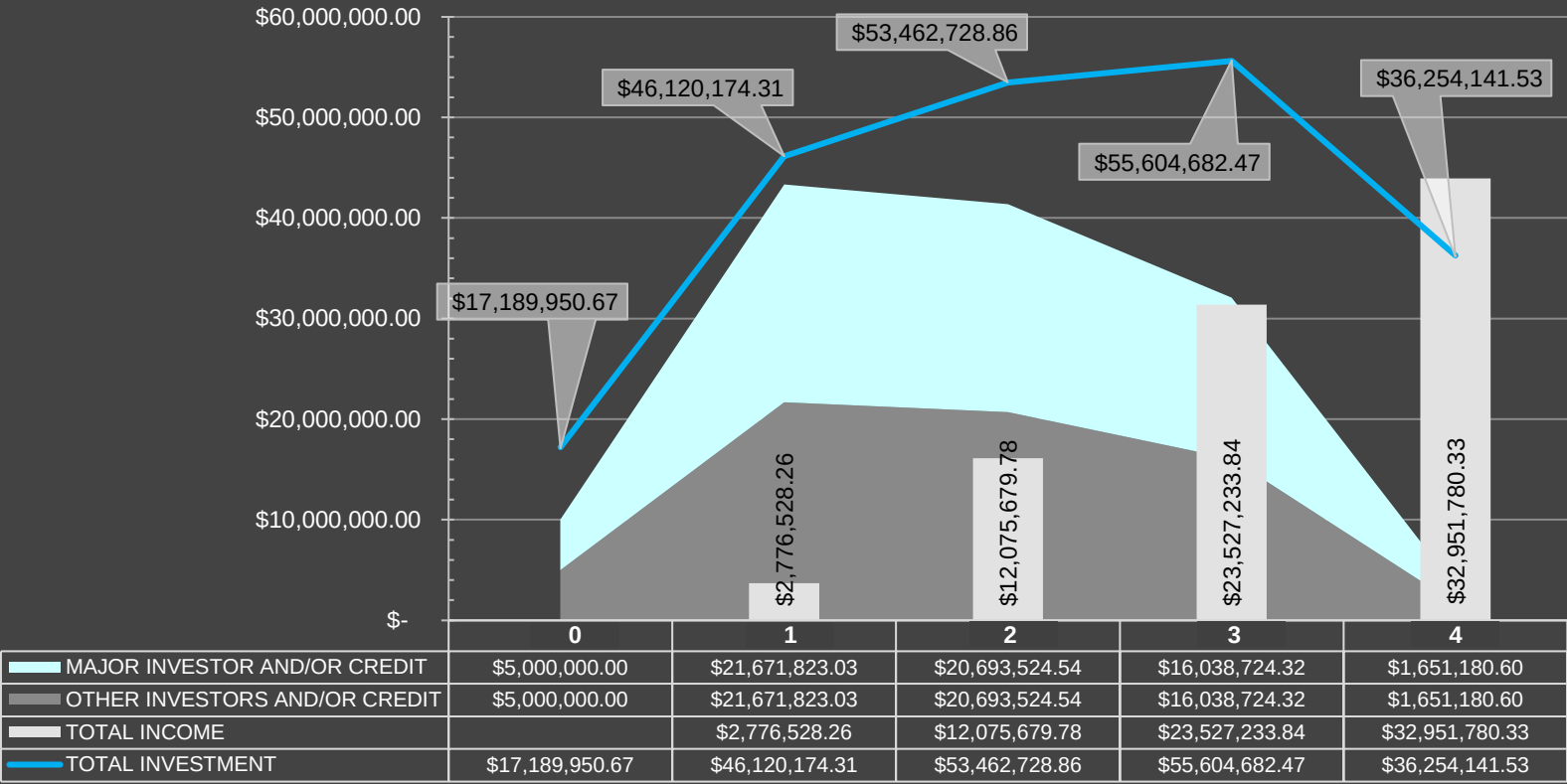


Investment per year with **cluster self-financing**

YEARS	MAJOR INVESTOR AND/OR CREDIT	%	OTHERS INVESTORS AND/OR CREDIT	%	BAYVIEW FLORIDA & Associated ENGINEERING COMPANY	%	TOTAL INCOME	INCOME LEASE MODEL	INCOME CLUSTER MODEL	INVESTMENT FOR STAGES
0	\$ 5,000,000.00	29.1	\$ 5,000,000.00	29.1	\$ 7,189,950.67	41.8	0	0	0	\$ 17,189,950.67
1	\$ 21,671,823.03	47.0	\$ 21,671,823.03	47.0			\$ 2,776,528.26	\$ 1,526,528.26	\$ 1,250,000.00	\$ 46,120,174.31
2	\$ 20,693,524.54	38.7	\$ 20,693,524.54	38.7			\$12,075,679.78	\$ 8,325,679.78	\$ 3,750,000.00	\$ 53,462,728.86
3	\$ 16,038,724.32	28.8	\$ 16,038,724.32	28.8			\$23,527,233.84	\$17,277,233.84	\$ 6,250,000.00	\$ 55,604,682.47
4	\$ 1,651,180.60	4.6	\$ 1,651,180.60	4.6			\$32,951,780.33	\$24,201,780.33	\$ 8,750,000.00	\$ 36,254,141.53
	\$ 65,055,252.48	31.18	\$ 65,055,252.48	31.18	\$ 7,189,950.67	3.56	\$71,331,222.20	\$51,331,222.20	\$20,000,000.00	\$208,631,677.83

- The first year is carried out with own resources.
- The investment by credit could be from the second year.
- Year 4 is just \$3,302,361.20 and balance is self-financing.

Investment per year considering **Cluster self-financing**



FINAL INVESTMENT (Fresh Capital)



MAJOR INVESTOR



Land cost, Approvals
and Studies Value
PLUS
Construction
cost year 1

$$\begin{array}{r} \$ 5,000,000.00 \\ + \$ 21,671,823.03 \\ \hline \$ 26,671,823.03 \end{array}$$

OTHERS INVESTORS



Land cost, Approvals
and Studies Value
PLUS
Construction
cost year 1

$$\begin{array}{r} \$ 5,000,000.00 \\ + \$ 21,671,823.03 \\ \hline \$ 26,671,823.03 \end{array}$$

MAJOR INVESTOR AND/OR CREDIT

FOR
Construction
Hard and Soft Cost
Year 2 to 4

$$\$ 38,383,429.46$$

OTHERS INVESTORS AND/OR CREDIT

FOR
Construction
Hard and Soft Cost
Year 2 to 4

$$\$ 38,383,429.46$$

Year 4 is just \$3,302,361.20 and balance is self-financing.

\$ 65,055,252.48

\$ 65,055,252.48

Investment by Actors (*\$ 208,631,677.83*) In 4 years



Major Investor
31.18%
of Total investment



Others Investors
31.18 %
of Total investment



3.56 %
of Total investment



**SMART FOOD
CLUSTER
Self-financing**
34.19 %
of Total investment

\$ 65,055,252.48

\$ 65,055,252.48

\$ 7,189,950.67

\$ 71,331,222.20

45.0%

Shares in project

45.0%

Shares in project

7.6 %

Bayview Florida LLC. architectural designs
Shares in project and developer

2.3 %

Associated Engineering
Company
Shares in project

Engineering designs

Who are the most interested investors and tenants?



Of the thousands of members of many associations:



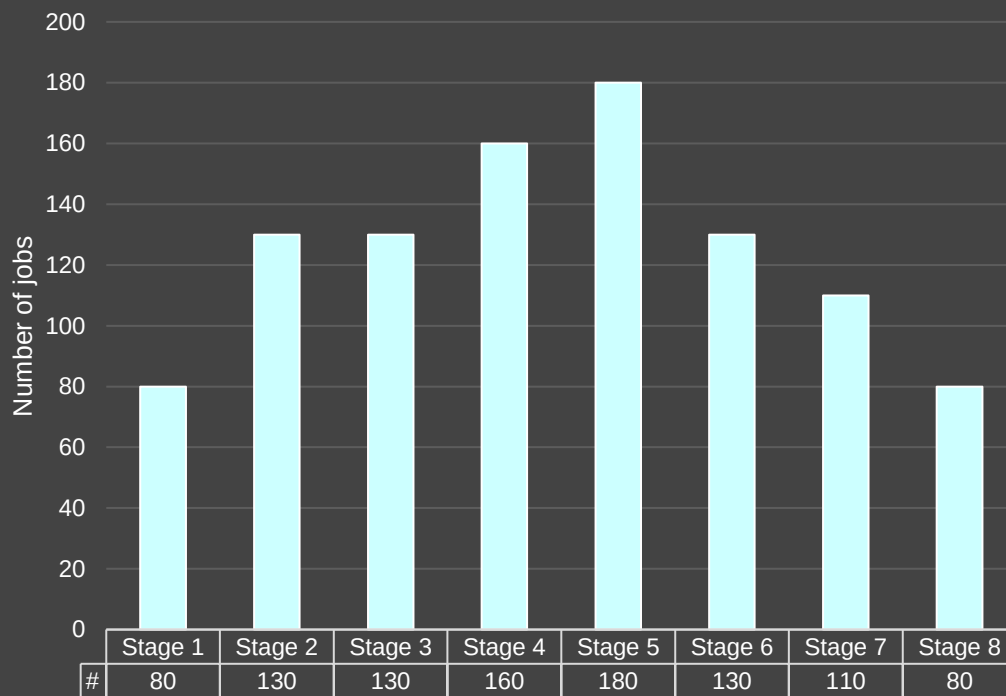
07

**“Great things in business
are never done by one
person; they're done by a
team of people”**

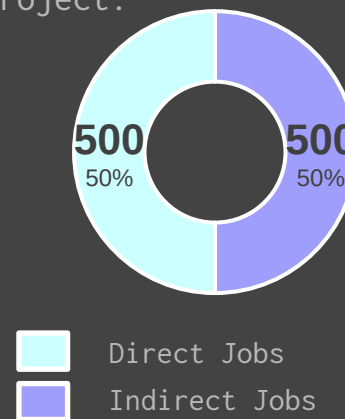
Steve Jobs



Employed by Stages



- Each stage will have direct and indirect jobs related to the Smart Food Cluster project
- **500** Direct and **500** Indirect Jobs Will be generated.
- **1000** Employed Will be generated with the full Project.





Benefits for capital brokers

1,5 % Investment from 1 to 5 million dollars → **\$ 15.000 - \$ 75.000**

2,0 % Investment from 5 to 10 million dollars → **\$ 100.000 - \$ 200.000**

2,5 % Investment from 10 to 20 million dollars → **\$ 250.000 - \$ 500.000**





Associative Business Model and Partners

- According with verbal commitments, all investors:
 - Major Investor. (\$5,000,000.00),
 - Bayview Florida LLC. (\$3,986,661.19),
 - Other investors raised capital by brokers (\$5,000,000.00),
 - Associated Engineering Company (*Hydrosanitary Engineering, Civil Engineering, Electrical Engineering and Environmental Engineering*) (\$3,203,289.48).



Next steps...

Our next step is to make things happen!

- To subscribe **The Real State TRUST** including the City of South Bay (Land Seller, administering and supervising all decisions, regulations and policies of the Mayor and Commission) and all letters of intent with each part, in which we commit to finish with our own compromise each part.
- The term proposed for the TRUST legal constitution with the amount of **\$17'189,950.67** should be in ?? days.





THANK YOU

Thank you for knowing about the economically, socially and environmentally sustainable business plan and model called "Smart Food Cluster" City of South Bay, (Palm Beach County).

Thanks to my work team for their dedication and enthusiasm.

Thanks God for having put us all on the same path.

*J. Jorge Ramón G.
Bayview Florida LLC*

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, APRIL 2, 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, City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Neighborhood and Community Services Director
Caroline Larris, Neighborhood and Community Services Manager

(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 6:58pm**

Moved by: Commissioner McKelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, APRIL 2, 2024
7:07PM

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 April 2, 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, City Attorney
 Massih Saadatmand, Finance Director
 Napoleon Collins, Neighborhood and Community Services Director
 Caroline Larris, Neighborhood and Community Services Manager

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** (*Up to 5 minutes*): **Autism Awareness**
 - a. Wilkevious McCallister
 - b. Senator Berman and Legislative Assistant Brenda Bryant
 - c. Unicus
 - d. Glades Lives Matter
 - e. Bruce Hightower
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION: Precious Pace, Oscar Watson**
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-March 5, 2024
 5.a Meeting Minutes
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda-April 2, 2024
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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable**a. RESOLUTION 15-2024**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CERTIFIED ELECTION RESULTS FOR THE REGULAR ELECTION HELD ON MARCH 19, 2024 FOR CITY COMMISSIONER SEAT 4; PROVIDING FOR AN EFFECTIVE DATE

6.a. Supervisor of Election Certified Election Letter

6.a. Annual City Commission Organization

Moved: Commissioner Polk

Seconded by: Commissioner McKelvin

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

Swearing in of Barbara King and Joe Kyles

Nomination and Appointment of Mayor

Motion to nominate Commissioner Kyles as Mayor

Moved: Commissioner Polk

Seconded by: Commissioner McKelvin

COMMISSION	VOTE
Commissioner Kyles	YES
Commissioner McKelvin	YES
Commissioner Berry	YES
Commissioner King	YES
Commissioner Polk	YES

Nomination and Appointment of Vice Mayor

Motion to nominate Commissioner Polk for Vice Mayor

Moved by: Commissioner King

Seconded by: Commissioner Polk

FAILED

Motion to nominate Commissioner McKelvin for Vice Mayor

Moved by: Mayor Kyles

Seconded by: Commissioner McKelvin

COMMISSION	VOTE
Mayor Kyles	YES
Commissioner McKelvin	YES
Commissioner Berry	YES
Commissioner King	YES
Commissioner Polk	YES

Nomination and Appointment of Treasurer

Motion to nominate Commissioner Berry for Treasurer**Moved by: Vice Mayor McKelvin****Seconded by: Commissioner Polk**

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

Motion to Retain City Clerk

Motion to retain City Clerk**Moved by: Vice Mayor McKelvin****Seconded by: Commissioner Berry**

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

Motion to Retain City Attorney

Motion to retain City Attorney**Moved by: Commissioner Polk****Seconded by: Commissioner King**

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

b. RESOLUTION NO. 12-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN AMENDED ETHICS TRAINING POLICY IN ACCORDANCE WITH THE TRAINING REQUIREMENTS OF THE PALM BEACH COUNTY COMMISSION ON ETHICS; REPEALING AND REPLACING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

6.b. Ethic's Policy

Moved by: Vice Mayor McKelvin

Seconded by: Commissioner Polk

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

c. RESOLUTION NO. 14-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2023 TO JANUARY 2024 AND APPROVING A NINTH AMENDMENT TO THE CITY MANAGER EMPLOYER AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE

6.c. Ninth Amendment Agreement

Motion to table to next meeting

Moved by: Commissioner Polk

Seconded by: Vice Mayor McKelvin

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

d. RESOLUTION 16-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF INVITATION TO BID NO. 2023-03 TO HUURR HOMES, LLC FOR THE PROVISION OF S2 AREA DRAINAGE IMPROVEMENTS PURSUANT TO FDEP AGREEMENT NO. LP50102; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

6.d. Huurr Homes Agreement

6.d. Huurr Homes Proposal

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

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

e. RESOLUTION NO. 17-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE MAYOR'S EXECUTION OF THE ATTACHED STATE OF FLORIDA DEPARTMENT OF COMMERCE COMPETITIVE FLORIDA PARTNERSHIP GRANT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6.e. South Bay CFP Agreement

Moved by: Vice Mayor McKelvin

Seconded by: Commissioner Berry

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

f. RESOLUTION 18-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDA DEPARTMENT OF TRANSPORTATION RURAL ROADWAY ASSISTANCE CONSOLIDATED FUNDING GRANT APPLICATION FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE

6.f. SCOP Application 2026

6.f. SCOP 2026 Engineers Cost Estimate

Moved by: Commissioner Berry

Seconded by: Vice Mayor McKelvin

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

g. RESOLUTION NO. 19-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN ENSAFE INC. AND THE CITY OF SOUTH BAY FOR GRANT WRITING SERVICES AND SUPPORT PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE

6.g. ENSAFE Agreement

6.g. ENSAFE Proposal

Moved by: Commissioner Berry

Seconded by: Vice Mayor McKelvin

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

7. ORDINANCE

a. ORDINANCE NO. 02-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 26 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "SOLID WASTE", BY ADDING SECTION 26-2 ENTITLED "COLLECTION RATES" IN ORDER TO INCREASE RATES FOR CERTAIN SOLID WASTE COLLECTION AND RECYCLING SERVICES WITHIN THE CITY; PROVIDING FOR ANNUAL RATE ADJUSTMENTS FOR FISCAL YEARS ("FY") 2024-2025 THROUGH FY 2028-2029 FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024 FOR IMPLEMENTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Virginia Crawford

Precious Pace

Moved by: Commissioner McKelvin

Seconded by: Commissioner Polk

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

b. ORDINANCE NO. 03-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ELECTIONS", ARTICLE III ENTITLED "CANDIDATES", BY AMENDING SECTION 10- 51 ENTITLED "QUALIFICATION FEE, ETC."; TO INCREASE THE QUALIFYING FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO ONE

HUNDRED DOLLARS (\$100.00); REQUIRING COMPLIANCE WITH SECTION 99.092, FLORIDA STATUTES BY IMPOSING A PERCENTAGE BASED STATUTORY FILING FEE, AN ELECTION ASSESSMENT FEE, AND A PARTY ASSESSMENT FEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE.

Moved by: Vice Mayor McKelvin

Seconded by: Commissioner Polk

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

c. ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-20 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "PERMIT FEE SCHEDULE" TO PROVIDE FOR FEE INCREASES BY ORDINANCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Moved by: Vice Mayor McKelvin

Seconded by: Commissioner Polk

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

8. ROSENWALD ELEMENTARY SCHOOL: Updates

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

Autism Proclamation

10. CITY CLERK REPORT:

a. 2024 Annual Conference August 15-17, 2024 Diplomat Beach Resort-Hollywood

b. NLC City Summit November 11-16th, 2024

11. CITY MANAGER REPORT

a. Alpha Kappa Alpha Sorority

b. Glades Central High School Senior Brunch

c. Congress McCormick April 25, 2024 Washington DC

12. CITY ATTORNEY REPORT: NONE

Sgt. Ortiz-See Something-Say Something

13. FUTURE AGENDA ITEMS: Draft of Historic Designation Ordinance

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Vice Mayor Taranza McKelvin

- Thank you

14.b. Commissioner Albert Polk

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Commissioner King

- Thank you

14. e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 9:19 pm

Moved by: Vice Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 14-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING A NINTH AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, an employment agreement between the City of South Bay ("City") and Leondrae D. Camel ("Camel") was entered into on March 19, 2013 designating Camel as Interim City Manager; and

WHEREAS, on January 7, 2014 a first amendment was entered into between the parties designating Camel as the official City Manager and providing for a three (3) year term; and

WHEREAS, on July 19, 2016 a second amendment was entered into between the parties providing for a term ending January 7, 2019, increasing salary from \$80,000.00 to \$107,900.00 per year; granting an additional 80 hours of vacation time; providing for contribution for Camel into the City's retirement plan and other conditions as set forth; and

WHEREAS, on May 15, 2018, the City Manager and City Commission entered into a third amendment to the contract between the parties to either increase the salary of the City Manager to \$__0__ or to provide for a bonus for the City Manager for an amount of twenty thousand dollars (\$20,000); and

WHEREAS, on December 4, 2018, the City Manager and the City Commission entered into a fourth amendment to the contract between the parties to extend the term of the contract with the City Manager to January 7, 2022; and

WHEREAS, on November 5, 2019, the City Manager and City Commission entered into a fifth amendment to the contract between the parties to increase the salary of the City Manager to \$125,000; and

WHEREAS, on March 16, 2021, the City Manager and City Commission entered into a sixth amendment to the contract between the parties for the provisions of a Twenty Thousand Dollars (\$20,000.00) one-time bonus; and

WHEREAS, on January 4, 2022, the City Commission extended the term of the contract with the City Manager to January 7, 2025; and

WHEREAS, on March 1, 2022, the City Manager and City Commission entered into a seventh amendment to the contract between the parties to increase the salary of the City Manager to One Hundred Forty-Five Thousand Dollars (\$145,000.00); and

WHEREAS, on February 7, 2023, the City Manager and City Commission entered into an eighth amendment to the contract between the parties for the provisions of a Ten Thousand Dollars (\$10,000.00) one-time bonus; and

WHEREAS, the parties desire to enter into a ninth amendment that does not change the salary of the City Manager, but amends the term of the Agreement now ending January 7, 2025, to extend the Agreement until January 7, 2028. Additionally, the Amendment approves other changes to include: 1) Sick and Vacation Benefits; 2) Benefits at Death; 3) Participation in Group Insurance and 4) Executive Allowance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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 Ninth Amendment to Employment Agreement. The City Commission of the City of South Bay hereby approves the ninth amendment to the employment agreement between the City of South Bay and Leondrae D. Camel, City Manager, as set forth in Exhibit “A”, attached hereto.

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

PASSED and ADOPTED this 16th day of April 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 King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AMENDMENT TO THE EMPLOYMENT AGREEMENT OF LEONDRAE D. CAMEL

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is dated _____, 2024 (the "Amendment Effective Date"), and is between CITY OF SOUTH BAY, a Florida municipal corporation, through its City Commission ("City") and LEONDRAE D. CAMEL ("Camel"). This Amendment modifies the terms and conditions of the Employment Agreement dated January 7, 2014 between CITY and Mr. Camel (the "Agreement").

WHEREAS, an employment agreement between the City of South Bay ("City") and Leondrae D. Camel ("Camel") was entered into on March 19, 2013 designating Camel as Interim City Manager; and

WHEREAS, on January 7, 2014 a first amendment was entered into between the parties designating Camel as the official City Manager and providing for a three (3) year term; and

WHEREAS, on July 19, 2016 a second amendment was entered into between the parties providing for a term ending January 7, 2019, increasing salary from \$80,000.00 to \$107,900.00 per year; granting an additional 80 hours of vacation time; providing for contribution for Camel into the City's retirement plan and other conditions as set forth; and

WHEREAS, on May 15, 2018, the City Manager and City Commission entered into a third amendment to the contract between the parties to either increase the salary of the City Manager to \$__0__ or to provide for a bonus for the City Manager for an amount of twenty thousand dollars (\$20,000); and

WHEREAS, on December 4, 2018, the City Manager and the City Commission entered into a fourth amendment to the contract between the parties to extend the term of the contract with the City Manager to January 7, 2022; and

WHEREAS, on November 5, 2019, the City Manager and City Commission entered into a fifth amendment to the contract between the parties to increase the salary of the City Manager to \$125,000; and

WHEREAS, on March 16, 2021, the City Manager and City Commission entered into a sixth amendment to the contract between the parties for the provisions of a Twenty Thousand Dollars (\$20,000.00) one-time bonus; and

WHEREAS, on January 4, 2022, the City Commission extended the term of the contract with the City Manager to January 7, 2025; and

WHEREAS, on March 1, 2022, the City Manager and City Commission entered into a seventh amendment to the contract between the parties to increase the salary of the City Manager to One Hundred Forty-Five Thousand Dollars (\$145,000.00); and

WHEREAS, on February 7, 2023, the City Manager and City Commission entered into an eighth amendment to the contract between the parties for the provisions of a Ten Thousand Dollars (\$10,000.00) one-time bonus; and

WHEREAS, the parties desire to enter into a Ninth amendment that does not change the salary of the City Manager, but amends the term of the Agreement now ending January 7, 2025, to extend the Agreement until January 7, 2028. Additionally, the Amendment approves other provisions to include: 1) Sick and Vacation Benefits; 2) Benefits at Death; 3) Participation in Group Insurance and 4) Executive Allowance.

IT IS MUTUALLY AGREED by and between City and Mr. Camel as follows:

1. Section II (A). Entitled "Term" shall be amended to state:

This Contract shall terminate on January 7, 2028.

2. The Agreement shall be amended to add new letter (M) to Section VII of the Agreement entitled, "Benefits" to read:

1. **SICK AND VACATION BENEFITS:** *Should Mr. Camel voluntarily resign or be terminated, the CITY shall pay Mr. Camel's combined unused sick and vacation hours. In no event shall the minimum be less than twenty (20) weeks at one hundred percent (100%) of the value, and any other accrued benefits earned.*
2. **BENEFITS AT DEATH:** *If this agreement is terminated by the death of Mr. Camel, the City shall pay a designated beneficiary of Mr. Camel or his estate all accrued compensation to Mr. Camel as of the date of death. The City shall have no other liability to Mr. Camel, his estate, heirs, or beneficiaries, and neither a beneficiary, nor estate will be entitled to any severance pay.*
3. **GROUP INSURANCE:** *If Mr. Camel retires, at the time of his departure he shall have the option to continue health insurance pursuant to the terms and conditions of Section 112.0801, Florida Statutes.*
4. **EXECUTIVE ALLOWANCE:** *Mr. Camel shall be entitled to an automatic monthly expense stipend of Five Hundred Dollars and no cents (\$500.00) for expenses incurred by Mr. Camel in the performance of his duties.*

3. Section IV entitled, "Performance Evaluation" shall be deleted in its entirety and replaced with the following language:

PERFORMANCE EVALUATION, ANNUAL REVIEW AND ASSESSMENT: The Commission will review Mr. Camel's job performance annually or on such other basis as the Commission may determine. The Commission shall determine, with input from Mr. Camel, the timing, content, criteria, and manner of reporting of any such performance review process. The City Commission may consider adjustments to Mr. Camel's compensation in conjunction with its performance review.

4. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

CITY OF SOUTH BAY, a political
subdivision of the State of Florida

LEONDRAE D. CAMEL

By: _____
Joe Kyles, Mayor

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burnadette Norris-Weeks
City Attorney

RESOLUTION NO. 20-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN VECTOR DISEASE CONTROL INTERNATIONAL, LLC AND THE CITY OF SOUTH BAY FOR THE PROVISION OF MOSQUITO CONTROL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of an independent contractor to provide mosquito control services within the City of South Bay; and

WHEREAS, the City published Request for Proposals (RFP) No. 2024-02 for Mosquito Control Services on DemandStar, the Lake Okeechobee News, and on the City's website on March 08, 2024 and proposals were received up until 12:00 p.m., Monday, April 8, 2024; and

WHEREAS, Vector Disease Control International, LLC was found to be the most responsive and responsible proposer; and

WHEREAS, obtaining mosquito control services is necessary in order to control the mosquito population and protect residents from mosquito-borne illnesses such as the Zika Virus; and

WHEREAS, it is the intent of the City Commission that the cost for each fiscal year not exceed Fifteen Thousand Dollars (\$15,000.00); and

WHEREAS, the City Manager hereby recommends that the City enter into an agreement with Vector Disease Control International, LLC for mosquito control services as more specifically set forth in the Agreement attached hereto as Exhibit "A."

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 hereby authorizes the City Manager to enter into the attached Agreement for the provision of mosquito control services with Vector Disease Control International, LLC as set forth in Exhibit

"A", attached hereto. The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and **ADOPTED** this 16th day of April, 2024.

Joe Kyles, Mayor

Attested

By: _____
Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

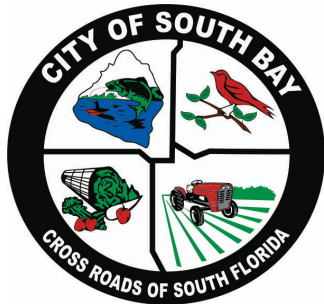
Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



**City of South Bay
Request For Proposals
Bid Project #2024-02
Mosquito Control Services**

Bidder Identification			Bid Price(s)			Other Services
Name (a)	City/State or Province (b)	Contact Person/Number (c)	Ground ULV Application Chemical (d)	Application Cost p/spray mile (e)	Aerial ULV Application (f)	
Clarke Environmental Mosquito Management Inc.	3036 Michigan Avenue Kissimmee, FL 34744	Darrel Bagiotti 954-594-0079 dbagiotti@clarke.co m	Biomist 4+4 or Mosquito Mist 1.5	\$35.04 Or \$67.00	\$2.26 per acre	Mosquito Breeding Site Inspection \$26.72
						Aerial Application per acre \$139.15
						Sticky Barrier per mile \$50.45
Vector Disease Control International (VDCI)	87 West Kings Hwy Center Hill, FL. 33514	Caroline Efstathion 954-854-3915 Caroline.efsathion@v dci.net	Permanone Or Mosquito Mist 1.5	\$24.62 Or \$29.45	\$1.93 per acre	Mosquito Breeding Site Inspection \$11.52
						Aerial Application per acre \$68.50
						Sticky Barrier per mile \$123.00



Mosquito Control Services

RFP No. 2024-02

Provided to:

City of South Bay
South Bay City Chambers
335 2nd Avenue
South Bay, FL 33493

Provided by:

Vector Disease Control International (VDCI)
Federal Identification Number: 23-1568350 (Rentokil)
87 West Kings Hwy
Center Hill, FL 33514

Proposal Due Date:

April 8th, 2024

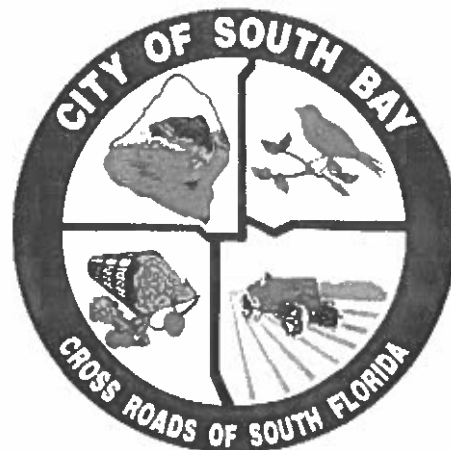


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Company History and Purpose

Overview

Vector Disease Control International (VDCI) is a nationwide mosquito control service provider, primarily serving municipal and government agencies. As a company, we are committed to providing the best possible mosquito control service to our customers. We believe this dedication is evident in every level of our business operations. VDCI strives to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is built on the foundations of public health, ethics, professionalism, and technical expertise. At all times, we will conduct business through partnerships with our customers in a manner that protects the environment and the welfare of local residents.

Founded in 1992 with a single contract in central Arkansas, VDCI started with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs. VDCI now has combined with Mosquito Control Services (Est 1985) and has a combined company experience of over 67 years. We currently employ over 350 full-time personnel, and over 150 seasonal-based team members. VDCI holds contract in over 25 states, routinely serving 200+ municipal and government agencies. With a fleet of over 350 spray trucks and 14 aircraft, we are well-equipped to service the most challenging mosquito control requirements.

Given that it is often impossible to eradicate all mosquitoes due to their behavior patterns, resilient nature and enormous breeding potential, VDCI's goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use a combination of the most effective methods of controlling mosquitoes including surveillance, biological control and the use of insecticides. Inspection of the treatment area coupled with collections from mechanical traps, enable us to determine which species of mosquito are present, their population size and locations. VDCI's scientific and data-driven approach to mosquito control is a key factor for why we are considered the industry leaders.

Areas of Operation

VDCI Service Areas in the United States



References

City of Clewiston, FL

2022 to Present

Ground & aerial adulticide/larviciding

115 W. Ventura Ave

Clewiston, FL 33440

Danny Williams, Director of Operations

(863) 233-7249

danny.williams@clewiston-fl.gov

Clay County, FL

2018 to Present

Full Integrated Program

477 Houston Street

Green Cove Springs, FL 32043

Annie Sheldon, IFAS Extension Director

(352) 689-4400

aasheldon@ufl.edu

Baldwin County, AL

2017 to Present

Full Integrated Program

312 Courthouse Sq. Ste. 12

Bay Minette, AL 36507

Ronald J. Cink, County Adm.

(251) 580-2550

RCink@baldwincountyal.gov

Glynn County, GA

2014 to Present

Full Integrated Program

1725 Reynolds Street

Brunswick, GA 31520

Danny Smith, Public Works Director

(912) 554-7701

Danny.Smith@glynncounty-ga.gov

Sumter County, FL

2019 to Present

Full Integrated Program

7360 Powell Road

Wildwood, FL 34785

Leslie Smith, Admin Services Director

(352) 689-4400

Leslie.Smith@sumtercountyfl.gov

City of Live Oak, FL

2023 to Present

Full Integrated Program

101 White Ave S.E.

Live Oak, FL 32064

Jerald Lee, Director of Public Works

(386) 362-2276

jlee@cityofliveoak.com

Personnel Structure and Qualifications

Management Approach

VDCI's senior staff consists of Medical Entomologists and Biologists with managerial experience ranging from five (5) to twenty-five (25) years in conducting area-wide mosquito abatement. Entomologists, Biologist and Field Managers work under the direct guidance of the senior staff and discuss the mosquito situation on a daily basis. Field managers assign routine tasks to Biologists/Inspectors/Technicians who gather surveillance data, environmental conditions other information that allows the team to formulate the appropriate responses to mosquito problems when they arise.

Key Personnel



Steven Pavlovich, General Manager, Director of Field Operations

Master of Science / Medical Entomologist – Mosquito Abatement Experience: 28+ years- Coordinates abatement efforts with Entomologists, Biologists and Operations Managers. Provides assistance for services, purchasing, public relations, aerial assignments and technical expertise.



Samuel Stines, Chief Biologist

Bachelor of Science Biologist – Mosquito Abatement Experience: 16+ years– Supervises managerial and Biological Activities, Implement County-wide IPM service strategies. Assist in abatement applications and efficacy testing.



Dr. Caroline Efstathion *Regional Director – Florida*

Doctor of Philosophy/Entomology – Mosquito Abatement Experience: 5 years - Pest Management Experience – 11 years. Responsible for overseeing all aspects of the mosquito abatement contracts in Florida. Ensures that each program follows best practices for integrated mosquito management by ensuring workers are complying with all laws and labels, directing chemical treatments based on surveillance, observing all safety protocols, maintaining all equipment in good working order, conducting arbovirus surveillance and performing efficacy and resistance testing.



Dr. Peter Obenauer *Business Development Manager, Southeast Region*

Doctor of Philosophy/Entomology – United States Navy, CAPTAIN (Retired). Navy medical entomologist with 23+ years of experience in mosquito control and surveillance, technical guidance, overseas mosquito disease research and fostering global industry agreements. Responsible for business development, public relations and sales.



Lita Honsby *Biologist/ Ops Support/Drone Pilot, Florida*

Bachelor of Science Biologist – Mosquito Abatement Experience: 8 years -Pest Management Experience – 15 years. She is the Biologist for Georgia and Florida. She oversees all disease response cases, conducts resistance testing on all products and ensures compliance with protected areas and endangered species. She is also our aquatic's expert and the region's drone pilot. Her licenses include Mosquito Control Florida Director's Certification, Public Health Pest Control license, Aquatic Weed Control, Natural Areas Weed Management, Right of Ways, and US DOT FAA Remote Pilot UAS certificate.

Project Description

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the City of South Bay. Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the City of South Bay. These principles and practices are based on a sound Integrated Pest Management (IPM) framework.

Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

VDCI's Knowledge of Florida Mosquitoes and Response to Disease Outbreaks

Mosquitoes are important disease vectors throughout the State of Florida. Outbreaks of Zika and dengue in the state have recently renewed concerns about other vector borne diseases. Malaria was once widespread during the last century and while it was eradicated in the early 1950's, imported malaria cases remains a concern since the malaria mosquito vector, *Anopheles quadrimaculatus*, is abundant throughout the state. Florida's semitropical climate provides an ideal environment for mosquitoes to breed. In fact, Florida has more species of mosquitoes compared to any other state in the Union. Currently, there are known 13 genera, 22 subgenera and 82 species and subspecies in Florida. Many of these species have been introduced in the last twenty years. Consistent mosquito surveillance remains paramount for early disease detection and control measures.

VDCI currently operates in 14 counties throughout Florida. Moreover, VDCI maintains a contract with the Florida Department of Agriculture and Consumer Services. Our relationship with the State of Florida is close. In fact, a majority of our mosquito team are University of Florida graduates..... "Go Gators."

The VDCI team has helped countless municipalities through every step of a responsible mosquito control plan. This preparation provides more time for the community to focus on the unexpected and natural results of a disaster that cannot be planned for in advance. Our team assists with local, state, and government coordination as well as assists with other challenging aspects of emergency response mosquito control - such as navigating FEMA funding or preparing for community and media questions. VDCI has a long history of conducting emergency aerial and ground applications in response to disease outbreaks or natural disasters. Below is a summary of acres treated in natural disaster situations.

- 2004 - 5.4 million acres in Florida in response to multiple hurricanes
- 2005 - 3.1 million acres in Mississippi and Louisiana after Hurricanes Katrina and Rita
- 2008 - 3.8 million acres after Hurricanes Ike and Gustav
- 2011 - 0.5 million acres in North Carolina and Pennsylvania after Hurricane Irene
- 2012 - 1.5 million acres in Florida and Louisiana after Tropical Storm Debby and Hurricane Isaac
- 2014 - 0.5 million acres in Montgomery County, Texas in response to a West Nile Virus outbreak
- 2017 - 3.7 million acres after Hurricanes Harvey in Texas and Irma in Florida as well as over 2000 miles of ULV ground application
- 2018 - 1.5 million acres after Hurricanes Florence in North Carolina and Michael in Florida

Performance Requirements

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Florida.

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Florida (See Appendix 1 for a copy of the License and Endorsements).

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, VDCI, will:

1. Warrant that all services provided will be in a professional and businesslike manner.
2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
4. Provide telephone, facsimile and email communications capabilities.
5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any Clewiston property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City of South Bay the right to terminate this agreement for cause.
6. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program).
 - A. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - B. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - C. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify Program.
 - D. VDCI will not use either the E-Verify Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
7. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.

8. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.
9. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.
10. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, town, state and telephone number. No private vehicles will be used. All employees will have proper ID at all times while in the field.
11. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in the truck bed separate from the passenger compartment.
12. All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
13. Provide Labels and SDS for all products used by the company upon request.
14. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required.

Equipment

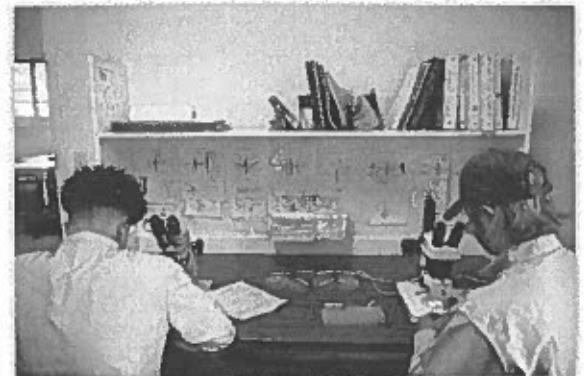
South Bay Proposed Equipment

Vehicles

- (2+) ULV Spray Trucks
 - London Fog 18-20 with London Flow tracking system
 - Communication devices
 - Rotating beacons
 - Hold-down safety chains
 - Chemical spill kits
- (1) UTV ("side-by-side")
- (1) ATV ("side-by-side")
- Aircraft
 - (1) Piper Aztec PA-23-250 twin engine
 - (1) Drone (PV-35) by Leading Edge Aerial Technologies, LLC.
 - Aircraft equipped with: Wingman GPS application to assist spray system
 - ULV spray system compatible with all chemicals approved by EPA for mosquito abatement,
 - AgNav Flightmaster GPS application to assist spray system,
 - (1) Military-Grade Night Vision Goggles (NVGs)

Sprayers

- (2) Truck-Mounted, Curtis-Dyna Fog Electric ULV Sprayers
 - London flow control systems
- (1) Hand-held ULV sprayers
 - Hand-held thermo-fogger
 - Electric larvicide sprayers
- (4) Backpack sprayer, manual
 - Backpack sprayer, power



Laboratory (Optional)

- West Nile Test Kits
- Encephalitis Viruses Test Kits
- Mosquito Rearing Paraphernalia
- Insecticide Efficacy Testing Equipment
- Ultra-Violet Lighting Equipment
- Laboratory-Grade Pipettors
- Laboratory-Grade Glass Wear



Company-Wide Equipment

Vehicles

- (352) Toyota Tacoma/Ford Ranger/Chevy Colorado Spray Trucks Equipped with:
 - Data Master Gold Onboard Compute GPS tracking system
 - Communication devices
 - Rotating beacons
 - Hold-down safety chains
 - Chemical spill kits
- (8) Bobcat 3400 ATV vehicles equipped with
 - ULV and Larval sprayers



Sprayers

- (340) Truck-Mounted, Heavy-Duty Grizzly and London Fog - ULV sprayers
 - Equipped with SmartFlow and other flow control systems
- (41) Hand-held ULV sprayers
- (11) Hand-held thermo-foggers
- (62) Electric larvicide sprayers
- (9) Gasoline larvicide sprayers



- (72) Back-pack sprayer, manual
- (48) Back-pack sprayer, power

Aircraft

- (3) Single Engine Agriculture Aircraft
 - Equipped with Granular and liquid spray systems for larval mosquito control applications
- (12) Twin-Turbine Aircraft equipped with:
 - Wingman GPS application to assist spray system
 - ULV spray system compatible with all chemicals approved by EPA for mosquito abatement,
 - AgNav Flightmaster GPS application to assist spray system,
- (8) Military-Grade Night Vision Goggles (NVGs)

Laboratory

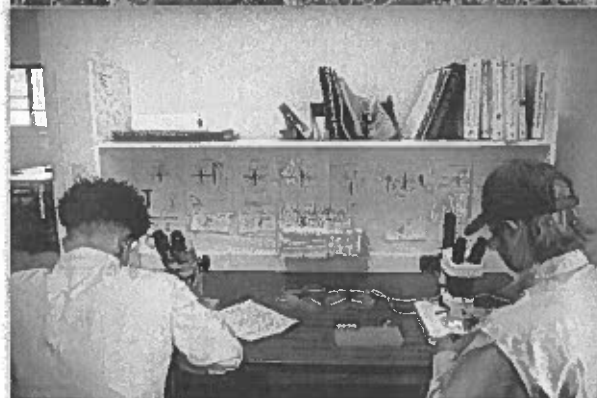
- West Nile Encephalitis Viruses Test Kits
- Mosquito Rearing Paraphernalia
- Insecticide Efficacy Testing Equipment
- Computer driven DNA Thermal Cycler
- Autoclave Sterilizer
- Ultraviolet Lighting Equipment
- Laboratory Grade Pipettors
- Laboratory Grade Glass Wear
- Miscellaneous Laboratory Equipment
- Computer w/Laboratory Software

Special Equipment:

- (9) Truck Mounted Low Volume Misters
 - With rotary atomizer to apply Barrier Treatments.
- (3) Truck Mounted A-1 Octopus Wide Area Larviciding Units
- (6) Truck Mounted Buffalo Turbine Wide Area Larviciding Units
- (3) Truck Mounted Tunnel Rats
 - For the ULV treatment of drains and other voids
- (5) AMES DCIII/ DCIV Droplet Testing Machines

Miscellaneous:

- (17) VDCI Proprietary Database Systems
 - To record breeding sites, surveillance data, applications & response to complaints
- (164) Tablet based Field Computers
 - For recording surveillance data and applications in the proprietary management system
- (4) Vector Control Management Systems® (VCMS)



- to record breeding sites, surveillance data, applications & response to complaints
- (16) Mobile VCMS handheld field computers
- (2) Sentinel GIS Systems®
 - To record breeding sites surveillance data, applications & response to complaints
- (6) Mobile Trimble handheld field computers
- (298) New Jersey Light Traps – Mosquito Surveillance
- (233) CDC Light Traps – Mosquito Surveillance
- (228) Gravid Traps – Mosquito Surveillance
- (178) Ovitrap – Mosquito Surveillance
- (26) Chemical Storage and Mixing Facilities
 - Tanks, Pumps, Mixing and Transfer Types
- (28) “A” Frames w/ Motorized Hoists
- (26) Mosquito Fish holding/breeding tank
- (64) Microscopes
 - Microscope lamps
 - Slide spinners, electric
- Personal safety equipment
- Computer systems
- Office equipment



Approach for Surveying of Infestation

Larval Mosquito Surveillance

The purpose of inspection and surveillance in a mosquito control program is to define the problem in terms of type, extent, and location. Since the problem is biological, it is dynamic, and requires an almost constant input and analysis of data. This information gathering effort is directed to both mosquito larvae and adults, but while the techniques and objectives employed in tracking these life forms differ considerably, VDCI has the professional and technical expertise to perform these duties.

Mosquito Larvae

The object of our larval inspection program is to locate, map, and catalog active mosquito breeding sites. Although it is an ongoing process, the long-range goal of this program phase is the location and record of all major canals and marsh breeding sites in the City of South Bay. This information then makes it possible to quickly return to breeding sites following a rainfall event and effect control. It is, quite simply, a technique that makes the overall program more effective and efficient.



At the City of South Bay, VDCI's larval surveillance efforts will be focused on the following potential breeding sites:

Permanent Water sites consist of habitat that remains inundated for an extended period of time. Examples of these sites would be lakes, rivers, retention ponds, swamps, bottom lands, etc. Permanent water sites will be inspected on a routine basis throughout the mosquito breeding season. These areas are capable of producing large numbers of various species of mosquitoes such as *Culex* spp., *Anopheles quadramaculatus*, *An. crucians*, and *Coquilletidia perturbans*.

Temporary Floodwater is standing water that may exist for short periods of time after high water or rainfall. Examples of this type of habitat would include bottom lands, woodland pools, swales (low areas), irrigated pastures, drainage ditches, tire ruts, and sub-water. Large numbers of mosquitoes can be produced in a short period of time from these sites. These areas will be inspected for the presence of larvae as soon as possible after every substantial rainfall. Mosquitoes expected to be found at these sites include *Aedes vexans*, *Ochlerotatus canadensis*, *Psorophora columbiae*, *Ps. howardii*, *Ps. ciliata*, *Ps. ferox*.

Artificial Containers/Tree Holes are considered one of the most troublesome problems faced by a mosquito control operation. Artificial containers may occur throughout the control area and produce mosquitoes in every backyard. Anything that holds water can produce artificial container species. Old tires, cans, bottles, buckets, cups, pet water bowls, birdbaths, gutters, and swimming pools are some of the more common artificial containers. From this type of habitat comes some of the most troublesome pest species. Some species that occur in artificial containers include *Aedes albopictus*, *Ae. Aegypti*, *Cx. restuans*, *Cx. erraticus*, *Ochlerotatus triseriatus*, *Orthopodomyia signifera*, and *Toxorhynchites rutilus septentrionalis*. As private and public properties are inspected, container habitats will be checked and removed/emptied as needed.

Septic Water Habitats occur when water holding areas become polluted with high levels of organic matter. Examples of this type of habitat would include oxidation ponds, ditches with sewage discharge or run off from decaying plant or animal life and waste- water treatment plants. Septic water can often produce the largest number of mosquitoes per unit of area. *Culex quinquefasciatus* and *Cx. restuans* are often the most common species found in this habitat, and are also the primary vector for West Nile virus in the United States. Routine management of this habitat type enhances the control of arboviral vectors and is vital to the public's health.

Storm Drains and Catch Basins occur throughout urban areas and are capable of breeding numerous mosquito species. Of primary concern in these habitats is *Cx. quinquefasciatus* and *Cx. restuans*, the primary vectors of West Nile virus. Although all catch basins may hold water at some point in time, not all catch basins are sites of prolific mosquito breeding. Improper drainage, poor design, and amount of rainfall can all contribute to the number of mosquitoes produced in catch basins. Storm drains and catch basins will be visually assessed for mosquito breeding and where appropriate treated.

Identify Sites

The inspection for and mapping of mosquito breeding sites will be aided by Global Positioning System (GPS) and GIS technology. Hand-held Field and Truck Mounted Tablet Computers will allow crews to precisely record breeding locations and will guide the return visit and re-inspection of the site. These

systems will be used in combination to create a database of mosquito breeding sites. VDCI intends to employ four of these devices to record and identify sites. The resulting data will then be used in determining larvicide and adulticide needs as well as in evaluation of said treatments.

Site Inspections

Inspection of mosquito breeding sites will be conducted each week starting 1 March through 30 November addressing all known or suspected locations on a routine basis as directed by rainfall, tidal movement, and mosquito activity trends. Inspections will be conducted using standard mosquito survey techniques. Representative samples will be collected and identified to genus; fourth instar larvae will be identified to species whenever practical. Records of these inspections will show larvae density as a series of ranges per dip. Additional data such as water depth, water type, larval genus, developmental stage and treatment type will also be recorded when pertinent. Resulting data will be used in determining needed larviciding and adulticiding response.

Since rainfall is a major factor in hatching floodwater mosquito eggs, data on rainfall events is very important. This information, used to guide Inspectors to mosquito breeding areas most likely to be flooded, will be collected each week from various rain gauges located in representative sites throughout the City.



Supplemental larval surveillance direction may be provided by observing plant type as an indicator of both positive and potential mosquito breeding locations.

Adult Mosquito Surveillance

Our programs strive to use scientific guidance for our operations prior to any chemical applications and we rely on a number of industry standard surveillance traps to obtain this data. Below is a description of the traps we propose for the City of South Bay and the rationale behind their purposes, which will ideally help you understand how we determine when and where spray trucks are needed to protect our citizens.



CDC Light Trap:

Experience has shown that light traps are an efficient and productive means of collecting mosquitoes, both in consideration of the numbers of individuals captured and the diversity of species represented. A wide variety of host-seeking females who are attracted to the trap by the light and carbon dioxide (CO₂), which simulates the exhaled respiratory gases of birds or mammals can be captured.

**Gravid Trap:**

Gravid traps are particularly useful for vector-borne disease control because the traps are designed to attract gravid (meaning pregnant) female *Culex* mosquitoes. Since only female mosquitoes take blood meals from humans, only females are capable of transmitting diseases.

Mosquito Surveillance Reporting

All reports will be submitted in the manner described below:

Weekly Reports: VDCI will submit a weekly report detailing the following abatement activities: Trap data will include location, species and number collected expressed as male/female for each species, and a comparison to the previous week's collection of female adult mosquitoes. Female index report will include the location, number of trap nights, weekly totals, average per night, and average per week. The weekly activity recap will include information on adulticide and larvicide activities, including month to date and year to date totals, encephalitis monitoring results, light trap/landing rate data, and citizen complaints. Ground adulticiding data will include the areas sprayed, total number of miles treated, truck nights, and name of chemical used. Larviciding data reported will include the mosquito breeding areas sprayed expressed as square feet of surface water and the name of the biochemical used. Service request/citizen complaint report will show the numbers of each type of request (adulticide, larvicide, pools, and minnows,) as well as, a list of requests received and their response.

Monthly Reports: VDCI will submit a monthly report detailing the same sections as indicated for the weekly reports and including monthly totals/averages and comparisons to the previous month. Additionally, a brief narrative will accompany the report documents summarizing the mosquito population, control efforts, and any unusual conditions or viral activity, if applicable.

Annual Reports: VDCI will submit an annual report summarizing the conditions, data collected and control operations performed during the year.

Some examples of our reports are listed below:



Adult Mosquito Surveillance Report

Start Date: 04/26/2022 End Date: 04/28/2022

New Account Survey

Trap Location	Date Trap Set	Trap Type	Mosquito Species	No. Collected
Lamar County, MS Collections				
1238 MS-42, Sumrall, MS 39482, USA	04/26/2022	CDC Light Trap	Anopheles crucians	2
	04/26/2022	CDC Light Trap	Culex quinquefasciatus	2
	Trap Total			4 (Avg. 4.0)
17 Marlin Cir, Hattiesburg, MS 39402, USA	04/26/2022	CDC Light Trap	Culex quinquefasciatus	1
	04/26/2022	CDC Light Trap	Aedes albopictus	1
	04/26/2022	CDC Light Trap	Aedes vexans	1
Trap Total			3 (Avg. 3.0)	
25 Hess Rd, Lumberton, MS 39455, USA	04/26/2022	CDC Light Trap	Anopheles crucians	2
	04/26/2022	CDC Light Trap	Culex quinquefasciatus	1
	04/26/2022	CDC Light Trap	Aedes albopictus	1
Trap Total			4 (Avg. 4.0)	
8634 US-98, Sumrall, MS 39482, USA	04/26/2022	CDC Light Trap	Culex restuans	4
	04/26/2022	CDC Light Trap	Culex quinquefasciatus	3
	04/26/2022	CDC Light Trap	Aedes albopictus	3
Trap Total			10 (Avg. 10.0)	
9 Coker Rd, Lumberton, MS 39455, USA	04/26/2022	CDC Light Trap	Anopheles crucians	2
	04/26/2022	CDC Light Trap	Culex quinquefasciatus	2
	04/26/2022	CDC Light Trap	Aedes albopictus	1
Trap Total			5 (Avg. 5.0)	
Overall Trap Total				26
Overall Trap Average				5.2

Vector Disease Control International
1320 Brookwood Drive Suite H
Little Rock, AR 72202



Arboviral Surveillance Results

Start Date: 06/01/2021 End Date: 06/30/2021

Indianola, MS

Trap Number	Trap Date	Trap Type	Date Tested	Pool No.	Mosquito Species	Pool Size	Results	Assay
Treatment Area Indianola Zone 01 Test Results								
1.2	06/15/2021	Gravid Trap	06/23/2021	IN0616001_001	<i>Culex quinquefasciatus</i>	13	Negative	RT-PCR
1.2	06/29/2021	Gravid Trap	07/07/2021	IN0629001_001	<i>Culex quinquefasciatus</i>	40	Negative	RT-PCR
Treatment Area Indianola Zone 02 Test Results								
2.1	06/23/2021	Gravid Trap	06/30/2021	IN0623002_001	<i>Culex quinquefasciatus</i>	24	Negative	RT-PCR
2.2	06/15/2021	Gravid Trap	06/23/2021	IN0616002_001	<i>Culex quinquefasciatus</i>	8	Negative	RT-PCR
2.2	06/29/2021	Gravid Trap	07/07/2021	IN0629002_001	<i>Culex quinquefasciatus</i>	6	Negative	RT-PCR
Treatment Area Indianola Zone 03 Test Results								
3.1	06/23/2021	Gravid Trap	06/30/2021	IN0623003_001	<i>Culex spp.</i>	29	Negative	RT-PCR
3.1	06/29/2021	Gravid Trap	07/07/2021	IN0629003_001	<i>Culex quinquefasciatus</i>	50	Negative	RT-PCR
3.2	06/15/2021	Gravid Trap	06/23/2021	IN0616003_001	<i>Culex quinquefasciatus</i>	50	Negative	RT-PCR
Treatment Area Indianola Zone 04 Test Results								
4.1	06/23/2021	Gravid Trap	06/30/2021	IN0623004_001	<i>Culex quinquefasciatus</i>	5	Negative	RT-PCR
4.1	06/29/2021	Gravid Trap	07/07/2021	IN0629004_001	<i>Culex quinquefasciatus</i>	33	Negative	RT-PCR
Treatment Area Indianola Zone 05 Test Results								
5.2	06/15/2021	Gravid Trap	06/23/2021	IN0616005_001	<i>Culex quinquefasciatus</i>	24	Negative	RT-PCR
5.2	06/23/2021	Gravid Trap	06/30/2021	IN0623005_001	<i>Culex quinquefasciatus</i>	8	Negative	RT-PCR

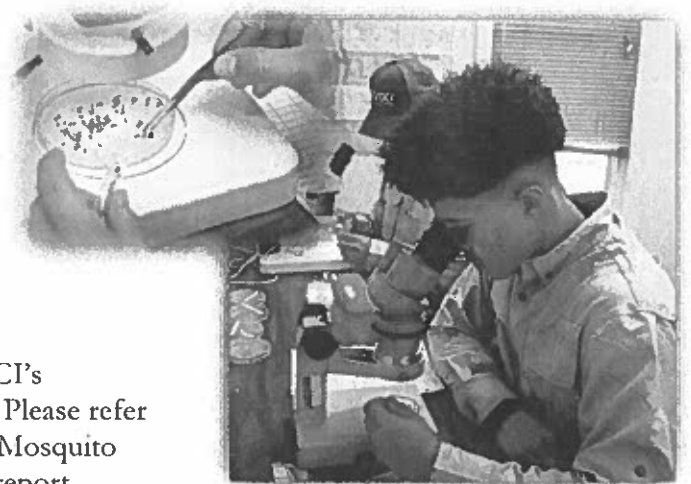
Vector Disease Control International
 286 5th Avenue
 Greenville, MS 38703

Page 1 of 2

Mosquito Identification Experience & Equipment

VDCI and its affiliated companies have had considerable first-hand experience in disease surveillance and suppression. Over the last two decades in providing encephalitis surveillance and suppression for our clients, VDCI discovered that the virus for West Nile can be active year-round in the southern region. In response to this, we provide surveillance for West Nile Virus, Eastern Equine Encephalitis, and St. Louis Encephalitis in each our southern programs year around and not just during the peak mosquito season.

Mosquito Identification is a standard process in VDCI's Integrated Mosquito Management (IMM) programs. Please refer to the report graphics provided above in the "Adult Mosquito Trapping & Reporting Experience" section. As this report shows, we provide our customers a report that includes not only the total count of each trap, but also an identification overview of the specific mosquito species.



Methodology for Subsampling Large Mosquito Catches

VDCI taxonomist typically identify each of the specimens collected in adult mosquito trapping program individually and to species. If, however, a collection for a unique site is extremely large and contains more than an estimated 500 individuals, then the taxonomist will calculate the amount and make of the collection using a sub-sample. This will be done by dividing the collection into four equal parts, counting and identifying each of the individuals in one of the four parts and then multiplying the resultant data obtained from the individual part by four to estimate the species composition and density in the collection. This is a more accurate method than what is recommended by scientific research (Jaworski et al., 2019; *Comparative analysis of subsampling methods for large mosquito samples*).

Approach to Larvicide Program

VDCI and its affiliated companies conduct comprehensive and dynamic Integrated Pest Management (IPM) programs that rely on scientific evidence and justification for all chemical applications. This ensures we are acting conscientiously to protect human health and quality of life while minimizing any unnecessary harm to the environment and non-target organisms. Using the mentioned surveillance data, citizen requests, and extensive knowledge of the region we can then implement the following actions to manage mosquitoes in their aquatic, juvenile stages.

VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance with site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error. It is understood the use of larvicide/pupacide mineral oils represents a less than timely application and VDCI will have a target usage of less than 5% of area treated.



The preferred and first line of defense in our program is larviciding. Using predictors such as rain fall, temperature, species seasonality, etc., our inspectors search for and proficiently find breeding habitats. After accessing multiple factors, such as, mosquito life cycle stage, organic composition of the breeding site, and most importantly the ecosystem and non-target organisms which could be impacted by our course of action, we select the most appropriate control method. These methods are described below.

Catch Basin Treatment Approach

All catch basins will be treated with a 30-day residual catch-basin briquet throughout the duration of the mosquito season. This EPA approved product will be applied at rate of one briquet/basin on a 30-day cycle. For each basin that is treated, a GPS point will be recorded via a handheld Garmin.

Chemical Control Approach

Methoprene

Residual Control Agents Methoprene or Altosid is an insect growth regulator which prevents the larvae of mosquitoes from becoming adults by imitating the insects' natural juvenile hormone. Methoprene can provide extended control in permanent water, as well as temporary breeding pools and is also low in toxicity to non-target organisms. VDCI plans to utilize Methoprene products in breeding sites, such as, catch basins, septic sites and permanent water sites suited to its use.

Tire Treatment Approach

All historical tire piles, junkyards, other like breeding sites, and sites supplied by BOH, will be treated by Powered Backpack or Large Industrial-Agriculture Sprayer with Vectolex FG or other EPA approved granule.

Habitat Modification / Source Reduction

Rather than apply chemical, can we alter and possibly eliminate the breeding habitat without upsetting the natural balance of the ecosystem? Examples include, tire pile removal programs, unclogging blocked roadside ditches, and educating residents about eliminating breeding containers around their property.

Approach to Adulticide Program

Aerial Spray Operations

When instructed or when trap counts have approached a threshold, VDCI will provide 4 to 6 aerial applications for the City of South Bay. Additional applications may be necessary when addressing the emergency situations resulting from large storm events or from mosquito-borne disease activity. The Piper Aztec PA-23-250 twine engine provides ability to apply control pressure across a large area in a minimum amount of time.

The aircraft are equipped to deliver all insecticides currently approved for mosquito abatement by EPA (ie. Dibrom 14, Anvil 10+10, Duet) and are equipped with an AgNav / FlightMaster GPS chemical application guidance and recording system. The aircraft used meet and will meet all FAA regulations for low level operations over congested areas including Federal Aviation Administration FAR 137.51 single engine requirement. VDCI is responsible for necessary FAA compliance and shall remain up-to-date with changes in aerial spray requirements. The aircraft are manned by two qualified pilots rather than a pilot and an observer and both shall wear Night Vision Goggles (NVG) that meets military specifications. We are capable of providing multiple aircraft of the type described above.



Ground Spray Operations

The primary means of applying EPA-Approved chemicals from ground level to control adult mosquitoes will be via vehicle mounted ultra-low volume (ULV) sprayers. **Two (2) Vehicles each outfitted with Electric ULV sprayers** with flow control systems that use ground speed sensors to adjust the chemical flow rate to the vehicle speed with three pre-programmed rates will be used. With the exception of ATV's and off-road vehicles, sprayers will be fitted with GPS control devices that will be linked to an onboard, in cab, computer system for operation and data recording. Each spray vehicle will be equipped with a map and tracking system to report time, location, speed and vehicle direction, as well as, indicating when the sprayer was actively spraying and when it was not spraying. Records generated will be available for inspection by the City of South Bay staff during normal business hours. These vehicles will also be outfitted with a communication system, so the driver may contact the Night Supervisor and/or Program Manager. All spray vehicles will be marked for identification. Ground operations will cover 82 miles for a max total of 5,000 miles. When directed by the City, VDCI will provide spray operations during certain holiday celebrations or gatherings to knock-down adult populations.



The exact area to be sprayed from the ground for control of adult mosquitoes must be determined by the extent and duration of the problem encountered as indicated by the surveillance phase of this program and the necessity to reduce the mosquito population to acceptable levels.

The Operations Manager will be responsible for scheduling and communicating with the staff assigned to operate the adulticide night trucks. Based on the Board of Health's recommendation, we will initiate truck-mounted ULV applications, weather permitting.

All chemical applications will be applied in accordance with the label and thereby the law. The pesticides used will be limited to those approved by Federal Environmental Protection Agency (EPA) and include products such as Perm-X 30-30, MosquitoMist, or in the case of Barrier Treatments; Talstar, Suspend, and Bifenthrin.

Reporting

VDCI has been on the forefront in using technology and has developed a proprietary database that is built on the foundations of an IPM program. Our database is for exclusive use in VDCI programs and partner agencies. It allows a user to quickly and effortlessly gain access to assess the mosquito surveillance and spray control activities within a given area. This database produces reports that provide both detail and summary level information for all program activities. An example of a ground adulticide application report is below:

Sumter County

Sumter County, Florida

Ground Adulticide Application Date:
August 9, 2020

Sprayer Status

Sprayer Off ●

Sprayer On ●

Chemical: Perm X UL 30-30

Quantity Used: 12.6 gal

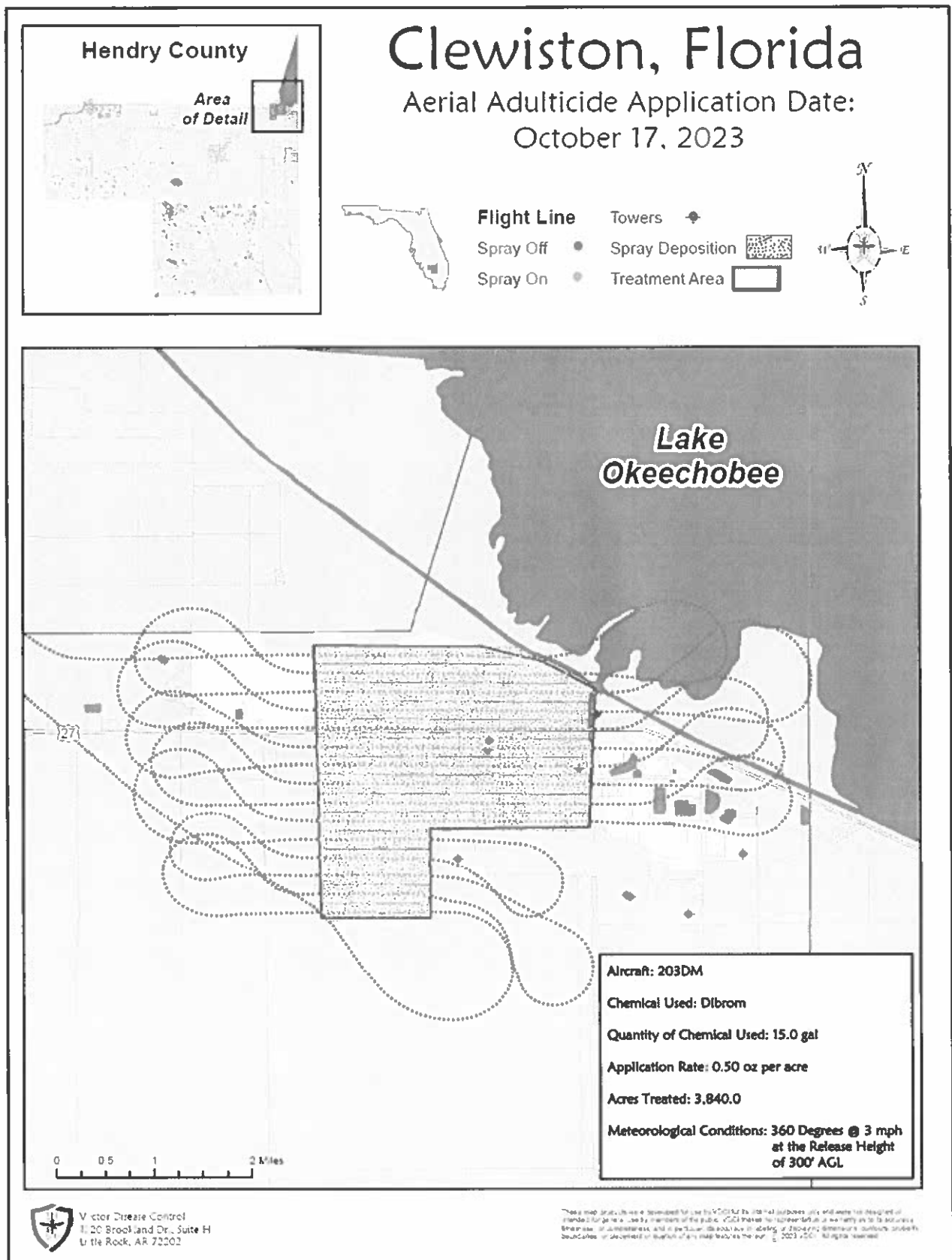
Miles Treated: 33.9

Acres Treated: 1,231.7



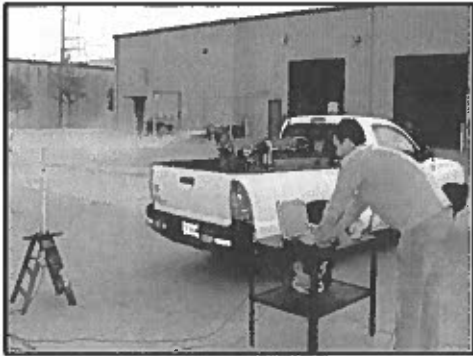
VDCI
1320 Brookwood Dr., Suite A
Little Rock, AR 72202

These trap products were developed for use by VDCI for its internal purposes only and were not designed or intended for general use by members of the public. VDCI makes no representation or warranty as to the accuracy, timeliness, or completeness, and is particularly so, in relation to labeling or displaying information, without property boundaries, or placement or location of any map features shown. © 2020 VDCI. All rights reserved.



Droplet and Calibration Testing

ULV truck mounted sprayers will be checked before each use for correct chemical application rate, and recalibrated if necessary. This will be accomplished by pre and post product weight comparisons, as well as, onboard computer analysis. In addition, a Droplet Spectrum Analysis will be performed routinely during the mosquito season to monitor droplet size generation. The analysis will be performed by an Ames DC-III/DC-IV unit, a computer driven device developed by the U.S. Army to rapidly and accurately calculate droplet spectrums. All of our adulticide trucks operate using ULV sprayers, which are calibrated and droplet tested routinely to ensure optimal and accurate chemical applications. Only EPA-approved chemicals are dispersed at well below the allowed rate established by the EPA. Additionally, we conduct annual efficacy testing to monitor the effectiveness of our pesticide products and avoid chemical resistance.



Our trained entomologists can decipher incredibly useful data by speciation from the trap collections and field inspections described above, such as: breeding habitat, preferred blood source, peak activity time, migration pattern and range, disease-capability, chemical susceptibility, among other things. On a daily basis, we think through all these factors and only then assign adulticide truck spray routes that we believe will allow us to effectively address the pestiferous and disease-capable vectors at the exact location and time and with the appropriate chemical.

Exclusion Zones

In addition to the previously described factors that guide when and where our adulticide trucks spray, there are a few other considerations for protection of the environment and accommodation of public wishes.

Should any citizen not want to have their property sprayed, we respect a 300-foot spray buffer zone where no adulticide chemical will be applied. The request can be made by the property owner for consideration of **beehives**, organic gardens, protection of pollinators, chemical sensitivity, personal preference, or without any given reason at all.

Exclusion zones are logged into our GPS system which provides night truck drivers visual and audio alerts, as well as, physical maps to ensure these areas are addressed or protected. The truck routes are reviewed the following morning to confirm the accuracy and effectiveness of the spray.

Public Education and Community Outreach

Many of the mosquito problems encountered within the City of South Bay, as elsewhere, are the result of man-made mosquito breeding sites. Often these problems can be corrected with minimal effort by residents simply emptying standing water from flower pots, boats, rain gutters, trash, etc. This is particularly true in the control of the Southern House Mosquito (*Culex quinquefasciatus*), an important disease vector, and



the potential vectors the Asian Tiger Mosquito (*Aedes albopictus*) & the Yellow Fever/ Zika Mosquito (*Aedes aegypti*), which breed readily in almost any water holding container. Through the use of several interactive PowerPoint presentations developed by our educational outreach team with the help of a public relations firm, VDCI has been able to effectively convey material to schools, civic associations, Little League (baseball) and other sporting events, network television/radio, and general meetings. VDCI utilizes several group specific presentations to increase public awareness of mosquitoes, their breeding sites, and the diseases they transmit.

Individuals with experience in the education field are employed to present our message to the public. At the request of the City of South Bay, VDCI will conduct presentations at schools, fairs, festivals, civic groups, and public/private schools.

VDCI shall prepare, on an as-needed basis, press releases, flyers and other written public information materials to be disseminated via distribution to media, civic associations and schools. An example of one of our flyers or trifolds is below:

Each year, more than a million people, pets, and wildlife are affected by mosquito-borne diseases, including West Nile, Zika, Dengue, Yellow Fever, and Malaria. This is why effective mosquito management is so crucial to helping protect the health of our communities.

Public participation is an important component of any successful mosquito management program. Every member of a community can do their part to help limit the spread of disease by protecting themselves and removing mosquito habitats on their property.



At VDCI, Education is Part of Our Promise to Protect Public Health

Public education is a key element in the fight against deadly mosquitoes. VDCI is committed to providing information and resources that support community mosquito management efforts and empower individuals to exercise preventative measures.



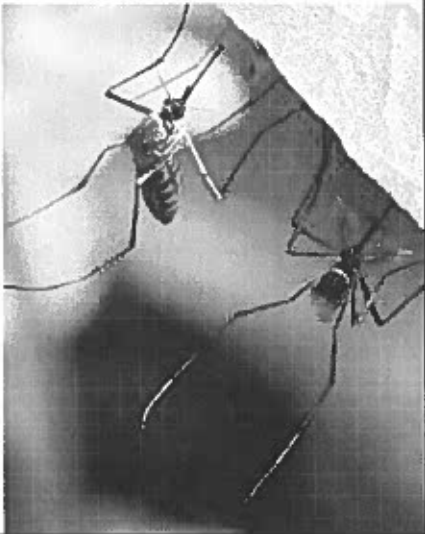

We're committed to protecting public health through excellence in vector control.



800.413.4445 | vdc.net



4 Tips
to Protect Yourself from Mosquito-Borne Diseases



Remember the 4 "Ds" to Help Reduce Bites and Breeding



Preventing the transmission of mosquito-borne diseases starts with the basics: Larvicide and adulticide treatments require rigorous execution to ensure applications are safe and effective. All application efforts are unique and rely on customized strategies to meet the desired objectives.

2. DRESS

Wear light-colored clothing, closed toe shoes, long sleeves, and long pants when spending time outside.

- Light colors are less attractive to mosquitoes than dark.
- Loose-fitting clothes make it more difficult for them to bite you.
- Bare skin on hands, ankles, or face should be protected with repellent or covered when possible.



Understand Existing Mosquito Management Efforts in Your Community

Supporting Local IMM Programs

Do you know if your community has an established IMM program? There are many strong Integrated Mosquito Management (IMM) programs across the United States!



Check with your local government to learn more about the efforts taking place in your community and see what you can do to support them. Program managers can provide information about local mosquito species and any diseases that may have been identified in your area.



1. DEFEND

Protect yourself by using an EPA-approved repellent.

- For the safe and effective use of any product, always read the label and follow manufacturer guidelines.
- Repellents containing 10-30% DEET (N,N-Diethyl-m-toluamide) are highly safe and the most effective.
- Protect pets with preventative heartworm medication.



3. DRAIN

Mosquitoes need water to complete their life cycle and even something as small as a bottle cap can hold dozens of mosquito larvae.

- Empty or cover all containers that can hold water for more than three days, such as tires, birdbaths, flowerpots, children's toys, abandoned pools, tarps, boats, and many other outdoor items.
- Restore drainage in gutters, cover rain barrels, fill in low-lying ground or unnecessary ditches, fix stormwater pipes, and other outdoor structures.



4. DUSK & DAWN

Stay indoors during these times of day when mosquitoes are most active. Do not let pets out within these timeframes.

- Most mosquito species are susceptible to dehydration when in direct sunlight.
- During daylight times, mosquitoes often seek refuge in cool, sheltered places like bushes, thick weeds, and hollow logs.



To find the product that's right for you, visit:
www.epa.gov/insect-repellents/find-repellent-right-you

800.413.4445 | vdcinet.net



- VDCI will maintain a toll-free Mosquito Hotline telephone number, that will accept residents' phone calls regarding mosquito annoyance complaints, service requests and information requests. VDCI will respond appropriately to all calls within 24-hours and will provide information, educational materials or on-site inspections on a case-by-case basis.
- VDCI will work with local news media regarding the mosquito control program and general mosquito and vector control issues, as approved by the City. VDCI will advertise our MosquitoLine "hot-line" number when requested by City of South Bay.
- VDCI will conduct on-site inspections and consultation for the Backyard Inspection Program and will continue to provide education and public outreach for South Bay residents, in an effort to help reduce or control nuisance and disease vector mosquitoes around their home, through the use of our comprehensive website (www.vdcinet.net) and/or during personal interaction.

Innovative Programs: Over the years VDCI has worked with counties and municipalities on public events to supply educational information, personnel, larval and adult mosquito specimens, display equipment, such as, light traps, microscopes, signs, etc. Our staff is enthusiastic about public education and outreach, and we have programs to suit a variety of groups and audiences.

Technology: www.vdci.net has been a leading internet website in the United States for several years when it comes to providing up-to-date, factual, and comprehensive information on mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes. We continually update our website with new information as it becomes available, and our staff have a series of educational blog articles covering a variety of mosquito and vector related topics.

Community Outreach: VDCI and its affiliated entities provide our clients with a means of informing the public about mosquito biology and disease, personal protection measures, what residents can do to reduce mosquito problems around the home, and what is being done for as part of the County Mosquito Abatement Program. Our educational outreach is performed using a diverse approach, as detailed in the following methods:

- Community Events
- Classroom, Field, and Civic Organization Presentations
- Sporting Events (Little League)

Below are examples and pictures depicting our presence at several events –

County Fairs – Sumter County, Florida



Elementary Schools



County Fairs



Standard Materials at Community Events Include –

- Printed literature
- Poster boards with information about the mosquito lifecycle, potential breeding habitats, public health concerns, proactive personal protection measures, descriptions of Mosquito Control activities, and resources available for more information
- Live mosquito larvae in emergence chambers educate not only adults, but importantly children, on how to identify breeding habitats in their community to reinforce concepts such as “Tip n Toss”
- Microscopes for observation of adult mosquitoes under slides caught in our local traps
- Mosquito mask decorating for the kids, so we can engage them in a fun way while sharing information like proper insect repellent applications and also letting parents know when and how Mosquito Control can be reached for service requests, etc.

Standard Materials at Presentations Include -

- Printed literature
- Tailored PowerPoint Presentations and posterboards specific to the age/organization demographics
- Biology and ecosystem workbooks with rotating interactive stations for mask decorating, live bugs in emergence chambers for lessons on identification, an outdoor scavenger hunt to identify and dump out common breeding containers
- Surveillance trap, larvicide equipment, and spray truck demonstrations

Service Pricing Sheet

Bid Specifications for ULV Truck Application

SERVICES PRICE SHEET

Service Description

Ground ULV Truck Applications with GPS Tracking

Total number of road miles is approximately 19. It is anticipated you may drive 600* miles per City fiscal year.

*Actual mileage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control. (Only "spray" miles shall be considered for payment. If the ULV sprayer of your truck is not applying insecticide, while your truck is in motion, the distance your truck travels shall not be counted as a "spray" mile.)

- 1.) Brand(s) Permanone 30-30
 Chemical Name(s) Permethrin and Piperonyl Butoxide
 Application rate(s) 0.036

per spray mile \$ 24.62

- 2.) Brand(s) Mosquito Mist 1.5
 Chemical Name(s) Chlorpyrifos
 Application rate(s) 0.007

per spray mile \$ 29.45

Aerial ULV Application

*Actual acreage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control.

Brand(s) Dibrom
 Chemical Name(s) Naled
 Application rate(s) 0.5

per acre \$ 1.93

Mosquito Breeding Site Inspection

per site \$ 11.52

Larvicide Application

(Hand/Backpack/Helicopter)

per acre \$ 68.50

Sticky Spray Mitigation Barrier

per mile \$ 123.00

These rates will apply to all future treatments in the event of expansion of areas served.

BID SPECIFICATIONS FOR
Ground ULV Truck Application

General: The purpose of these specifications is to describe the abatement material of desired quality. The price quoted shall be the net cost (product, shipping, etc...) to the City. You must submit an EPA approved label and MSDS for all pesticides.

Limits: This proposal shall be effective from April ^{9th}, 2024, for two (2) years and continuing through May 1st, 2026 ("Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides the other party with ninety (90) days written notice at the end of the Initial Term or any Renewal Term unless terminated earlier pursuant to the contract.

The Bidder shall requisition the materials as needed. The proposal shall be for annual ULV treatment per calendar year. The product must be registered with the EPA for mosquito control and registered for use in Florida.

Quality:

Brand Permanone 30-30 / Mosquito Mist 1.5
Chemical Name(s) Permethrin + PBO / chlorpyrifos

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same abatement materials, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary materials in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above.

Pricing

Adulticiding in Authorized Spray Zones: 1. Community-wide truck ULV treatments of up to 19 route miles of streets. Along with any additional authorized community ULV treatments.

Must be able to demonstrate the following operational procedures: 1. Notification of community contact. 2. Weather limit monitoring and compliance. 3. ULV particle size evaluation. 4. Insecticide dosage and quality control analysis.

Individual/Partnership/Corporation (strike out word/s not applicable).

Company: Vector Disease Control Int. By: Caroline

Email: caroline_ebstation@vdcinc.net Phone: 954-854-3915

Address: 1320 Brookwood Drive
Little Rock, AR 72202

Contact Person: Caroline Ebstation, Regional Director

Phone No. for Ordering: 954-854-3915 (attach ordering information, if necessary)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2024, between:

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

and

VECTOR DISEASE CONTROL INTERNATIONAL, LLC, a for
profit corporation, authorized to do business in the State of
Florida, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

1.1 CITY is in need of an independent contractor to perform work related to mosquito control within the City of South Bay.

1.2 CITY is procuring these services because controlling the mosquito population is important to protect the public from mosquito-borne illnesses such as the Zika Virus; and

1.3 On April 16, 2024 the City Commission of the City of South Bay adopted Resolution No. ____-2024, thereby awarding a contract and authorizing the CITY officials to enter into an agreement with CONTRACTOR to render services related to the proposal set forth in Exhibit "A", attached hereto.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the CONTRACTOR's proposal, attached

hereto as Exhibit "A."

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twenty (20) days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY, and in accordance with a project timeline. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline connected with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for the following mosquito control services further described below:

Ground ULV Application Chemical Permanone - \$24.62 per spray mile
Ground ULV Application Chemical Mosquito Mist 1.5 - \$29.45 per spray mile
Aerial Application - \$1.93 per acre
Mosquito Breeding Site Inspection - \$11.52 per site

Aerial Application - \$68.50 per acre

- 4.2 The CITY will make payments to CONTRACTOR for completed and proper work.
- 4.3 The CONTRACTOR shall guarantee all portions of the work against poor workmanship and faulty materials for a period of thirty days (30) days after final spray.
- 4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.
- 4.5 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

- 5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, 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 (30) days 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 "Best's 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 liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Employer's Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

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 treatment site 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.

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 No performance bond shall be required on this contract.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope 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 may be terminated by the CITY for convenience, upon thirty (30) days written notice or by CONTRACTOR with ninety (90) days written notice. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it 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.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until October 01, 2026. This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

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
Fort Lauderdale, Florida 33311

CONTRACTOR: Debbie Clement, Manager
Vector Disease Control International
1320 Brookwood Drive, Suite H
Little Rock, AR 72202

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.

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 Contract Documents, attached as an Exhibit hereto, 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.

(This space intentionally left blank)

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

Attested

Leondrae Camel, Manager

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Debbie Clement, Manager on behalf of
VECTOR DISEASE CONTROL
INTERNATIONAL, LLC

ATTEST:

SECRETARY

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”

VDCI PROPOSAL RFP 2024-02

ORDINANCE NO. 02-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 26 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "SOLID WASTE", BY ADDING SECTION 26-2 ENTITLED "COLLECTION RATES" IN ORDER TO INCREASE RATES FOR CERTAIN SOLID WASTE COLLECTION AND RECYCLING SERVICES WITHIN THE CITY; PROVIDING FOR ANNUAL RATE ADJUSTMENTS FOR FISCAL YEARS ("FY") 2024-2025 THROUGH FY 2028-2029 FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024 FOR IMPLEMENTATION; 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 desires to amend Chapter 26 of the City of South Bay's Code of Ordinances entitled "Solid Waste" to add Section 26-2 entitled "Collection Rates" to provide for the establishment of rates for Solid Waste Collection and Recycling within the City and to establish annual rate adjustments for Fiscal Years ("FY") 2024-2025 through FY 2028-2029; and

WHEREAS, the current Solid Waste Collection Rates have remained unchanged for over 20 years for residential and commercial accounts; and

WHEREAS, based on the applicable Consumer Price Index (“CPI”) the City desires to increase the current Solid Waste Collection Rates by twenty percent (20%) for FY 2024-2025; zero percent (0%) increase for FY 2025-2026; five percent (5%) increase for FY 2026-2027, five percent (5%) increase for FY 2027-2028, and an additional five percent (5%) increase for FY 2028-2029 for all residential accounts; and

WHEREAS, based on the applicable Consumer Price Index (“CPI”) the City desires to increase the current Solid Waste Collection Rates by twenty (20%) for FY 2024-2025; five percent (5%) increase for FY 2025-2026, five percent (5%) increase for FY 2026-2027, five percent (5%) increase for FY 2027-2028, and an additional five percent (5%) increase for FY 2028-2029 for all commercial accounts; and

WHEREAS, the City desires to change the Solid Waste Collection Rates for commercial accounts that are serviced by 2 cubic yard, 3 cubic yard, 4 cubic yard , 6, cubic yard and 8 cubic yard containers to reflect the costs of service for pickup beginning FY 2024-2025. The City desires to increase collection rates an additional five percent (5%) for FY 2025-2026, and an additional five percent (5%) for FY 2028-2029; and

WHEREAS, the new rates shall go into effect on October 1, 2024; and

WHEREAS, the City Commission has determined that amending Chapter 26 of the City of South Bay’s Code of Ordinance to add Section 26-2 entitled “Collection Rates” is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY 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 26 “Solid Waste”, to add Section 26-2 entitled “Collection Rates” to read as follows with all other provisions of this article remaining the same:

Sec. 26-2. – Collection Rates.

A. Residential Accounts.

The City hereby increases the current Solid Waste Collection Rates by twenty (20%) for FY 2024-2025; zero (0%) percent increase for FY 2025-2026; five percent (5%) increase for FY 2026-2027, five percent (5%) increase for FY 2027-2028, and an additional five (5%) increase for FY 2028-2029 for all residential accounts pursuant to the following table:

	Current		FY 2024-2025
Garbage-Single Family	\$16.98		\$20.37
Recycling	\$1.95		\$1.95
Trash	\$3.50		\$3.50
10% Admin Fee	\$1.70		\$2.04
Total	\$24.13		\$27.86
Garbage-Multi Family	\$14.02		\$16.82
Recycling	\$1.95		\$1.95
Trash	\$3.50		\$3.50
10% Admin Fee	\$1.40		\$1.68
Total	\$20.87		\$23.96
	FY 2025-2026		FY 2026-2027
Garbage-Single Family	\$20.37		\$21.39
Recycling	\$1.95		\$2.05
Trash	\$3.50		\$3.68

10% Admin Fee	\$2.04		\$2.14
Garbage-Multi Family	\$16.82		\$17.67
Recycling	\$1.95		\$2.05
Trash	\$3.50		\$3.68
10% Admin Fee	\$1.68		\$1.77
	FY 2027-2028		FY 2028-2029
Garbage-Single Family	\$22.46		\$23.58
Recycling	\$2.15		\$2.26
Trash	\$3.86		\$4.05
10% Admin Fee	\$2.25		\$2.36
Garbage-Multi Family	\$18.55		\$19.48
Recycling	\$2.15		\$2.26
Trash	\$3.86		\$4.05
10% Admin Fee	\$1.85		\$1.95

B. Commercial Accounts.

The City hereby increases the Solid Waste Collection Rates by twenty percent (20%) for FY 2024-2025; by five percent (5%) increase for FY 2025-2026 and by an additional five percent (5%) increase through FY 2028-2029 for all commercial accounts pursuant to the table below.

	Current		FY 2024-2025
Garbage-Commercial	\$35.00		\$42.00
Recycling	\$4.50		\$4.50
Trash	\$3.50		\$3.50
10% Admin Fee	\$3.50		\$4.20
Total	\$46.50		\$54.20
	FY 2025-2026		FY 2026-2027
Garbage-Commercial	\$44.10		\$46.31

Recycling	\$4.50		\$4.73
Trash	\$3.50		\$3.68
10% Admin Fee	\$4.41		\$4.63
	FY 2027-2028		FY 2028-2029
Garbage-Commercial	\$48.62		\$51.05
Recycling	\$4.96		\$5.21
Trash	\$3.86		\$4.05
10% Admin Fee	\$4.86		\$5.11

C. Commercial Rates by Container.

For commercial accounts that are serviced by 2 cubic yard, 3 cubic yard, 4 cubic yard, 6, cubic yard and 8 cubic yard containers, the City hereby increases Solid Waste Collection Rates to reflect the costs of service for pickup for FY 2024-2025. The City further increases collection rates by (5%) for FY 2025-2026 and an additional five percent (5%) increase through FY 2028-2029 pursuant to the table below.

	Current		FY 2024-2025
2 cubic yard container	\$70.24		\$130.75
3 cubic yard container	\$97.70		\$196.12
4 cubic yard container	\$124.39		\$261.50
6 cubic yard container	\$178.05		\$392.30
8 cubic yard container	\$230.45		\$523.00
	FY 2025-2026		FY 2026-2027
2 cubic yard container	\$137.29		\$144.15
3 cubic yard container	\$205.93		\$216.22
4 cubic yard container	\$274.58		\$288.30
6 cubic yard container	\$411.92		\$432.51
8 cubic yard container	\$549.15		\$576.61

	FY 2027-2028		FY 2028-2029
2 cubic yard container	\$151.36		\$158.93
3 cubic yard container	\$227.03		\$238.39
4 cubic yard container	\$302.72		\$317.85
6 cubic yard container	\$454.14		\$476.84
8 cubic yard container	\$605.44		\$635.71

D. Roll-Off Service

Dump and Return	<u>\$425.00 per pull plus prevailing landfill rate.</u>
Container Delivery	<u>\$50.00 per container</u>

E. Compactor Service

Monthly Rental Charge:	<u>\$395.00</u>
Hauling Charge:	<u>\$220.00 per pull plus disposal at the Solid Waste Authority Rate Schedule</u>

F. Correctional Facility

Multi-Family Rate multiplied by population per month. Service two (2) times a week including hauling and disposal.
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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 _____ 2024.

PASSED SECOND READING this ____ day of _____ 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 King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-20 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "PERMIT FEE SCHEDULE" TO PROVIDE FOR FEE INCREASES BY ORDINANCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 6, 2010, the City of South Bay ("City") passed and adopted Ordinance 2-2010 relating to the establishment of a building permit fee schedule; and

WHEREAS, Section 166.222, Florida Statutes provides that a municipality may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of its building code; and

WHEREAS, the building permit fee schedule has been kept on file in the City Clerk's Office, however, the City Commission desires that the fee schedule be established by Ordinance for purposes of transparency; and

WHEREAS, the City Commission further desires to increase the building permit fee schedule which has not been increased in several years; and

WHEREAS, the City Commission seeks to amend Chapter 6 of the City's Code of Ordinances, Section 6-20 entitled "Permit Fee Schedule" to add a permit fee schedule related to Building and Construction Regulations and lien searches; and

WHEREAS, the schedule of fees, as authorized by Section 166.222, Florida Statutes, and collected by the City shall be used solely for carrying out its responsibilities in enforcing the Florida Building Code; and

WHEREAS, after review and investigation, it has been determined by the City Manager that the current permit fee schedule is below the costs of related inspection services and other necessary services provided; and

WHEREAS, City Commission of the City of South Bay desires to approve the Building Permit Fee Schedule, attached hereto as Exhibit "A" as in the best interests of the residents of the City.

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY 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 6, Section 6-20 “Permit Fee Schedule”, to provide for certain fee increases by Ordinance and shall read:

Sec. 6-20. - Permit fee schedule.

1. (a) There is hereby adopted by reference as if set out at length herein a building permit fee schedule. The building permit fee schedule is ~~on file in the city clerk's office.~~ set forth herein:

(b) A surcharge of 25 percent shall be ~~added to each permit for costs.~~

(c) No person shall be issued a permit without first paying the fees in accordance with subsections (a) and (b) of this section.

2.) Primary Permit Fees- Based on construction value determined using the latest published schedule of building valuation data as compiled by the International Code Council, Inc.; fees shall be calculated using the following formula and paid prior to issuance of a building permit. The purpose of using the International Code Council, Inc., Valuation table is to provide a fair and equitable means of determining the construction value and is only a minimum value. The contractor’s contract value shall only be used when the table does not cover the scope of work in the proposed project. Primary permit fees shall include the fees for sub-permits, the plans including the details of all associated work as determined by written policy, required separate

a) Based on construction value determined using the latest published schedule of building valuation data as compiled by the International Code Council, Inc., or contract which is to be submitted at the time of permit application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit.

b)	Minimum fee	\$50.00
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a) Residential

- b) Commercial**

- c) Review fee** is in addition to the permit fee is due at time of application

4) Demolition and the moving of building/structures - Based on contract value, which is to be submitted at the time of permit application and accepted by the Building Official;

- | | |
|----------------------------|--------------|
| 5) Right of Way Permit Fee | 1) \$1000.00 |
|----------------------------|--------------|

6) Re-Inspection fee charged for each inspection as follows, if the violation requires an additional inspection, or the job is not ready for an inspection subject to the review of the Building Official;

	a) 1st Re-Inspection	\$50.00	\$75.00
Fee	b) 2nd Re-Inspection (same type)	\$50.00	\$75.00 + \$50.00 Penalty
Fee	c) 3rd Re-Inspection (same type)	\$50.00	\$75.00 + \$75.00 Penalty
Fee	d) 4th Re-Inspection (same type)	\$50.00	\$75.00 + \$100.00 Penalty
	e) Cancellation Fee		\$50.00

7) Miscellaneous Inspection Fee (per inspection) ~~\$65.00~~ **\$90.00**

8) Failure to obtain permit - Four times the permit fee, subject to review by the Building Official.

9) Plan Revision (Minor) - Minor plan revisions are those that would change certain minor components, as determined by the Building Official, on the set of submitted or permitted construction plans. Such minor components include, but are not limited to, revision to electrical, mechanical, or plumbing and changes to structural components that do not change the model of the unit or the square footage and layout of the structure:

a) Pre-permit	\$75.00	\$100.00
b) Post-permit	\$75.00	\$100.00 PER HOUR (\$50.00 \$65.00 minimum billed to the nearest half hour)

10) Plan Revision (Major) - Major plan revisions are those that would change the model of the unit or the square footage and layout of the structure, as determined by the Building Official, on the set of submitted or permitted construction plans. Such major revisions may require a review by zoning, public works, fire, and the health department:

a) Pre-permit	\$75.00	\$100.00 per hour (\$75.00 \$90.00 minimum billed to the nearest half hour)
b) Post-permit	\$75.00	\$100.00 per hour (\$75.00 \$90.00 minimum billed to the nearest half hour)

11) Transfer of Permit:

a) New Contractor	\$40.00	\$100.00
b) New Lot	Considered (Major) revision	

12) Appeal of the Building Official determination ~~\$300.00~~ **\$350.00**

13) Expired Permits:

a) Permit renewal

1) ~~50%~~ 60% of the original permit fee for each required 90-day extension.

2) \$100.00 Minimum

b) Inspections Only

1) ~~\$75.00~~ \$100.00 plus permit fee

2) ~~\$50.00~~ \$75.00 for each required final inspection.

14) Refunds: 20% over \$100.00; except as specifically provided herein on this Building Division Permit Fee Schedule.

15) Return Check Charge:

a) ~~\$25.00~~ \$35.00 or 5% of the amount of the check, whichever is greater.

b) Maximum charge-\$40.00

16) Training Surcharge - The following charges will apply to all permits and shall be reserved to fund the cost of educational materials, seminars and conferences, and training of such building personnel required to be certified in accordance with Chapter 468, Florida Statutes.

a) One-half percent (0.50%) of the permit fee.

17) Special Inspection Charge - The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are considered to not be within the hours of a typical business day:

a) ~~\$225.00~~ \$250.00

18) Conditional Certificate of Occupancy - At the discretion of the Building Official, a conditional (temporary) certificate of occupancy may be issued for structures which have unresolved or accepted conditions which do not affect the health and life safety of the occupants of the structure. The fees for these temporary certificates of occupancy shall be:

a) ~~\$100.00~~ \$125.00 for single-family residence

b) ~~\$300.00~~ \$325.00 plus \$50.00 per condition for commercial and multi-family projects.

c) Conditional certificate of occupancy fees are not refundable.

19) Radon Surcharge and Certificate Maintenance Fee - Pursuant to Sections 468.631, 404.056 and 166.201 Florida Statutes, the following surcharges shall be collected by the Building Official and forwarded to the appropriate state agency for all under roof floor

space permitted, including new construction, renovations, alterations and additions. Such surcharges shall be computed and collected as follows:

- a) One-half cent (0.05%) per square foot, plus
- b) One-half cent (0.05%) per square foot Certificate Maintenance Fee.
- c) Radon Surcharge and Certificate Maintenance Fee are not refundable.

20) Professional Service Charges - Additional professional services required by the Building Official to ensure public health, safety, and welfare will be charged to the application at the actual cost for the performance of the professional service. Such services include but are not limited to, structural engineering, hazardous material evaluation services, and sub-contract building inspection services. At the discretion of the Building Official, the applicant may be required to pay a deposit to cover the estimated cost of additional professional services. Any amount of the deposit not expended for the professional services will be refunded to the applicant. These charges shall be in addition to the Primary Permit Fee and any other fees contained in the Building Division Rate Schedule. No certificate of occupancy shall be issued until all additional professional service charges have been paid.

21) Any services not listed or specified in this rate schedule do not preclude the possible need for additional inspections and charging a minimum fee of \$65.00- ~~\$90.00~~

22) Special Plan Review Charges-The following charges shall apply for after-hour plan review and for plan review on weekends, holidays and other times, which are considered not to be within the hours of a typical business day.

- a) ~~\$50.00~~ ~~\$75.00~~ per hour rounded up to the next hour.
- b) ~~\$100.00~~ ~~\$125.00~~ minimum.

23) Fees for replacement documents shall be as follows:

- | | |
|--|--|
| <u>a) Replacement of permitted plans</u> | <u>\$50.00 \$75.00 plus printing</u> |
| <u>cost</u> | |
| <u>b) Replacement of permit card</u> | <u>\$35.00 \$60.00 each</u> |
| <u>c) Replacement of additional CO</u> | <u>\$50.00 \$75.00 each</u> |

24) Certificate of Occupancy and Completion

- | | |
|--------------------------|--|
| <u>a) 24-hour notice</u> | |
| | <u>\$100.00 \$150.00 Residential</u> |
| | <u>\$200.00 \$250.00 Commercial</u> |
| | |

b) Less than 24-hour notice	
	\$150 \$175.00 Residential
	\$250 \$275.00 Commercial

25) Zoning review fees shall be set as an additional cost to other fees set forth in this section for a non-refundable cost of ~~\$65.00~~ **\$90.00**

26) Any unwarranted inspection trip where work not ready for inspection, there is no permit card on job site or plans not on job site or no access to property shall carry a cost - ~~\$75.00~~ **\$100.00**

27) Stop work order fee (to have work order lifted) - ~~\$75.00~~ **\$100.00**

28) Notary fees **\$5.00**

29) Cost of Lien Search Request Fees:

- a. \$75.00 for standard service per property.
- b. \$100.00 for rush order requests per property.

30) Additional Fees previously assessed by other City operations, other agencies or state law may be due at time of permitting

Section 3. Conflict & Repealer.

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

Section 4. 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 5. 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 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 Del Bosquez, City Clerk

**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)
Commissioner King	_____ (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

Taranza McKelvin
Vice Mayor

Esther E. Berry

Albert Polk

Barbara King

Leondrae Camel
City Manager

City Clerk
Vincenta DelBosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: April 10, 2024
Ref: Weekly check register

Enclosed, please find the summary of check register as of April 10, 2024:

General Fund

- Utility:

Verizon	\$ 189.50
Comcast	1,011.05
FPL	6,464.61
PBCWU Dept	2,725.70

• CivicPlus, LLC	3,150.00
• Bank of America	195.28
• Stony Electric	4,320.00
• Factory Pure	5,929.99
• Allie Benefits	9,603.27
• PBC Sheriff	19,601.50
• Penguin 1 & Associate	2,965.00
• AG98 Trailer	3,410.50
• PBC supervisor Election	2,329.57
• Purchase	672.87
• Payment for various services	4,990.57
• Payroll deductions	4,545.00
• Other	3,674.16

Total	\$ 75,778.57
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ARP Act Fund

Andre Hamiton	4,800.00
Payroll	775.08
	<u>\$ 5,575.08</u>

Capital Project Fund

Hinterland Group	<u>\$ 67,913.69</u>
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Sanitation Fund

Waste Management	<u>\$ 25,058.88</u>
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AP Check Register Report

City Of South Bay (CSBFND)

3/27/2024 3:21:03 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16070	BANK OF AMERICA, NA	BANK OF AMERICA	03/27/2024	195.28	
16071	CIVICPLUS INC	CIVICPLUS LLC	03/27/2024	3,150.00	
16072	CLARKE	CLARKE	03/27/2024	602.70	
16073	DRIVERS CHOICE	DRIVERS CHOICE	03/27/2024	414.89	
16074	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	03/27/2024	52.71	
16075	FDOT	FDOT	03/27/2024	9.52	
16076	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	03/27/2024	484.18	
16077	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	03/27/2024	19,601.50	
16078	STONY ELECTRICAL LLC	THELUSCA GERARD	03/27/2024	4,320.00	
16079	WALMART (CAPITAL ONE)	CAPITAL ONE	03/27/2024	135.98	
				Non-Electronic Transactions:	28,966.76
				Total Transactions:	28,966.76

AP Check Register Report

City Of South Bay (CSBFND)

3/29/2024 12:19:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16080	1143	PPLSI	03/29/2024	76.80	
16081	1320	ALLIED BENEFIT SYSTEMS LLC	03/29/2024	9,603.27	
16082	1330	ASSURITY LIFE INSURANCE COMPANY	03/29/2024	1,259.68	
16083	AFLAC	AFLAC	03/29/2024	1,685.33	
16084	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	03/29/2024	1,216.26	
16085	ANDRE L. HAMILTON	ANDRE L. HAMILTON	03/29/2024	4,800.00	
16086	COLONIAL LIFE PROCES	COLONIAL LIFE	03/29/2024	395.37	
16087	FEDERAL EXPRESS	FEDERAL EXPRESS	03/29/2024	74.29	
16088	FPL	FPL	03/29/2024	6,464.61	
16089	IAMAW	IAMAW	03/29/2024	269.28	
16090	LIBERTY NATIONAL	LIBERTY NATIONAL	03/29/2024	284.94	
16091	MULO INC	MULO INC	03/29/2024	1,600.00	
16092	MUTUAL OF OMAHA	MUTUAL OF OMAHA	03/29/2024	393.49	
16093	PALM BEACH EMBROIDEI	PALM BEACH EMBROIDERY USA, INC	03/29/2024	178.00	
16094	PBC CITY MANAGEMENT	PALM BEACH COUNTY CITY MANAGEMENT	03/29/2024	40.00	
16095	UNITED HEALTH CARE	UHS PREMIUM BILLING	03/29/2024	505.10	
16096	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	03/29/2024	68.50	
				Non-Electronic Transactions:	28,914.92
				Total Transactions:	28,914.92

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

4/4/2024 3:10:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16097	1357	PENGUIN 1 & ASSOCIATION	04/04/2024	2,965.00	
Totals:			Total Transactions:		2,965.00

AP Check Register Report

City Of South Bay (CSBFND)

4/5/2024 9:30:02 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16098	1004	RELIANT FIRE & SECURITY	04/05/2024	42.50	
16099	4IMPRINT	4IMPRINT	04/05/2024	510.26	
16100	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	04/05/2024	1,500.00	
16101	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	04/05/2024	416.16	
16102	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	04/05/2024	1,666.66	
16103	PBC SUPERVISOR OF EL	PALM BEACH COUNTY SUPERVISOR OF EL	04/05/2024	2,329.57	
16104	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	04/05/2024	2,725.70	
Non-Electronic Transactions:					9,190.85
Total Transactions:					9,190.85

AP Check Register Report

City Of South Bay (CSBFND)

4/8/2024 12:11:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16105	1363	Ag98 Trailer Sales	04/08/2024	3,410.50	
				Non-Electronic Transactions:	3,410.50
				Total Transactions:	3,410.50

AP Check Register Report

City Of South Bay (CSBFND)

3/28/2024 10:10:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-D28554	1361	FACTORY PURE.COM	03/28/2024	5,929.99	ach for D28554
Totals:			Electronic Transactions:		5,929.99
			Total Transactions:		5,929.99

AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/29/2024 1:11:31 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
294	1069	HINTERLAND GROUP INC	03/29/2024	67,913.69	
Totals:			Total Transactions:		67,913.69

AP Check Register Report

City Of South Bay (CSBFND)

4/5/2024 10:59:30 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
339	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	4/05/2024	25,058.88	
				Non-Electronic Transactions:	25,058.88
				Total Transactions:	25,058.88

AP Check Register Report

City Of South Bay (CSBFND)

4/2/2024 8:56:39 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 9928-24	COMCAST	COMCAST	04/02/2024	342.85	9928-424
Totals:			Electronic Transactions:		342.85
			Total Transactions:		342.85

AP Check Register Report

City Of South Bay (CSBFND)

4/9/2024 9:06:55 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 1081-424	COMCAST	COMCAST	04/09/2024	234.77	ach1081-0424
ACH FOR 9978-424	COMCAST	COMCAST	04/09/2024	433.43	ach 9978-0424
Totals:			Electronic Transactions:		668.20
			Total Transactions:		668.20

AP Check Register Report

City Of South Bay (CSBFND)

3/28/2024 2:58:30 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
382000050044-ACH	1146	VERIZON CONNECT FLEET USA LLC	03/29/2024	189.50	ach for 0044
Totals:			Electronic Transactions:		189.50
			Total Transactions:		189.50