



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, JUNE 4, 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 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, JUNE 4, 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. Employee Recognition Program
 - b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JUNE 4, 2024
7:00 PM

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
 - a. Lake Shore Middle Pre-Law Academy, Dr. Wilehelmenia Jacob
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 –May 21, 2024
 - 5.a. Meeting Minutes
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -June 4, 2024
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION 25-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ANDERSON & CARR, INC. FOR AN APPRAISAL OF CITY-OWNED PROPERTY; PROVIDING FOR EFFECTIVE DATE
 - 6.a. Appraisal Agreement
 - b. RESOLUTION NO. 26-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCEDURES AND POLICIES MANUAL; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE
 - 6.b. Florida Commerce Grant Procedures
7. **ORDINANCE**
8. **ROSENWALD ELEMENTARY SCHOOL**
9. **FINANCE REPORT**
 - a. Accounts Payable Report
 - 9.a. AP Report
10. **CITY CLERK REPORT**

11. CITY MANAGER REPORT
12. CITY ATTORNEY REPORT
13. FUTURE AGENDA ITEMS
 - a. Historical Ordinance (Commission Berry)
14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER
15. ADJOURNMENT

Guidelines for Selecting Employee of the Month

Nominees must be employees that work for the City of South Bay and have completed their six-month probationary period.

Employees of the Month will be selected using the following criteria:

- Recognize outstanding employees who show exemplary individual achievement, contribution, and performance in their jobs and other related duties beyond their own offices.
- Acknowledge those whose efforts have inspired and supported the performance and achievement of others.
- Demonstrates a positive attitude toward work responsibilities, co-workers, customers, and services as a role model for others.
- Commitment to quality in carrying out job responsibilities, and is an asset to the City of South Bay.
- A willingness to exercise servant leadership, take initiative, and accept and carry out additional responsibilities beyond the regular job assignments for the good of the campus community as a whole.

The Employee of the Month Nomination Form must be completed and submitted electronically or by e-mail to a designated Commissioner member or nominations can be made by each Commissioner during a regularly scheduled Commission meeting.

There is no limit to the number of nomination forms that can be submitted for an individual employee or the number of times an employee can be nominated. The limit of times an employee can be named employee of the month is once per calendar year.

All nominations must provide a recommendation and the name of the individual making the nomination. Nominations without a specific reason for the employee's recommendation will not be considered.

A designated Commissioner member will collect all of the nomination forms.

Nominees for Employee of the Month will remain on the nomination list for no more than three months unless re-nominated.

The Employee of the Month Selection Committee will review the nomination list and use the criteria listed above along with the recommendation received on the nomination form as a basis for selecting the Employee of the Month. Once the nomination list has been provided to the Employee of the Month Selection Committee, no additional nominations will be submitted.

The Commission will place their vote for Employee of the Month in a regularly scheduled meeting. Note: In case of a tie the Commission will vote again to break the tie. If the Commission is unable to break the tie between two individuals, the City Manager will make the final selection.

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, MAY 21, 2024
6:30PM

Present:

Vice Mayor Taranza McKelvin
Commissioner Esther Berry
Commissioner Albert Polk
Commissioner Barbara King

Staff

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Aiyana Bent, Community Navigator
Jeffery Willis, Special Projects

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**

- a. **Agenda Items Update**
- b. **Laura Goodman (UNICUS)**

4. **ADJOURNMENT at 6:59pm**
Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, MAY 21, 2024
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Vice Mayor Taranza McKelvin in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 21, 2024 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles Via Telephone)
Vice Mayor Taranza McKelvin
Commissioner Esther Berry
Commissioner Albert Polk IV
Commissioner Barbara King

Staff:

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Aiyana Bent, Community Navigator

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** (*Up to 5 minutes*):
 - a. **Laura Goodman (UNICUS) Update** (moved to workshop)
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
5. **CONSENT AGENDA**

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

- a. Regular City Workshop and City Meeting

Approval of Meeting Agenda-May 7, 2024**Approve Consent Agenda****Moved by: Commissioner Polk****Seconded by: Commissioner Berry**

- b. Regular City Workshop and City Meeting

Approval of Meeting Agenda -May 21, 2024**Approve Consent Agenda****Moved by: Commissioner Polk****Seconded by: Commissioner Berry**

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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable**a. RESOLUTION 23-2024**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A STATE OF FLORIDA COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM APPLICATION FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE

6.a. Grant Proposal

Moved by: Commissioner Polk

Seconded by: Commissioner Berry

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

b. RESOLUTION NO. 24-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CREATING AN AUDIT SELECTION COMMITTEE, APPOINTING FIVE (5) MEMBERS TO THE AUDIT SELECTION COMMITTEE, PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner King

Seconded by: Mayor Kyles

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

7. ORDINANCE (NONE)**8. ROSENWALD ELEMENTARY SCHOOL****9. FINANCE REPORT****a. Accounts Payable Report****9.a. AP Report****Motion to Approve April 30th report.****Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

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

b. Accounts Payable Report**9.b. AP Report****Motion to Table May 15th report****Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

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

10. CITY CLERK REPORT: NONE**11. CITY MANAGER REPORT****a. Drainage Improvement Groundbreaking Ceremony May28, 2024****12. CITY ATTORNEY REPORT**

13. FUTURE AGENDA ITEMS**a. Historic Designation Ordinance****b. Program to Recognize Exceptional Employees and Residents**

Moved by: Commissioner Polk
Seconded by: Commissioner Berry

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

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

Motion for Tri-city Senior Prom

Moved by: Commissioner Polk
Seconded by: Commissioner Berry

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

15. ADJOURNMENT 8:08 pm**Moved by:**

Joe Kyles, Mayor

ATTESTED BY:

RESOLUTION 25-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ANDERSON & CARR, INC. FOR AN APPRAISAL OF CITY-OWNED PROPERTY; PROVIDING FOR EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in need of an appraisal firm to appraise City-owned property located at 800 US Highway 27 North ("property") within the city limits; and

WHEREAS, the City Manager recommends the appraisal firm, Anderson & Carr, Inc. to appraise the property; and

WHEREAS, for purchases of One Thousand and One Dollars (\$1,001.00) to Three Thousand Dollars (\$3,000.00) a formal advertised competitive process is not required; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to authorize the City Manager to execute a professional services agreement with Anderson & Carr, Inc. in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to appraise the subject 88 acre property; and

WHEREAS, the property was last appraised seven (7) years ago and is in need of a new appraisal in order to determine the current fair market value; and

WHEREAS, the City Commission finds that authorizing the City Manager to execute a professional services agreement with Anderson & Carr, Inc. to appraise certain City-owned property is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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 for the City of South Bay, Florida hereby authorizes the City Manager to execute a professional services agreement with Anderson & Carr, Inc. for an appraisal of City-owned property, attached hereto as Exhibit "A." 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 4th day of June 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT FOR PROFESSIONAL SERVICES

Client hereby engages Anderson & Carr, Inc. to complete an assignment as follows:

Client Information

Date: May 28, 2024 **Proposal No.:** 2240237
Name: Leondrae D. Camel
Title: City Manager
Company: City of South Bay
Address: 335 SW 2nd Avenue
City, State, Zip South Bay, FL 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

Property Information

Property Address: 800 U.S Highway 27 North
South Bay, Florida 33493
Property Description: 98.26 acres of industrial land within the South Bay Park of Commerce
Parcel ID(s): N/A

Interest Valued / Intended User(s) / Intended Use

Interest Valued: Fee Simple Estate
Intended User(s): City of South Bay and/or otherwise specified in writing.
Intended Use: Disposition considerations
Type of Value: Market value **Date of Value:** Current

Appraisal Report Type & Terms

Report Type: Narrative
Delivery Time: 3 weeks from authorization
Delivery Method: Email (PDF) **# of Report Paper Copies:** 0
Fee: \$2,500.00 **Deposit:** \$ 0.00
Approaches: ☒ Sales ☐ Cost ☐ Income ☐ Insurable Value ☐ Review ☐ Other
Scope of Work: Appraise the market value of 98.26 acres of municipally owned land
Items Needed: ☐ Survey and/or site plan ☐ Detailed current rent roll ☐ Prior 3 years income and expenses
(If Available) ☐ Copies of all leases ☐ List of any recent major repairs or renovations
☐ Prior appraisal reports ☐ Copy of current agreement for sale
Other: _____

Hypothetical Conditions/Extraordinary Assumptions: None

RBB: cmp



Conditions of Report

1. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the firm of Anderson & Carr, Inc. and then only in its entirety.
2. Liability of Anderson & Carr, Inc., its employees, and any subcontractors is limited to the fee collected for the assignment. There is no accountability or liability to any third party.
3. No responsibility is assumed for matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion will be rendered as to the title which is presumed to be good and merchantable. The property will be valued as if free and clear, unless otherwise stated in particular parts of the report.
4. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee or public records. We are not liable for such information or the work of subcontractors.
5. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Report Delivery: The base fee covers the cost for electronic delivery of a PDF report unless agreed otherwise. If hard copies are requested by the client, they are available at an additional cost of \$25 per copy for form type reports and \$50 per report for narrative reports.

Proposed Improvements: If the subject property consists of proposed improvements, Client shall provide plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

Properties Under Contract For Sale: If the subject property is currently under contract or listed for sale, Client shall provide a copy of said contract including all addenda.

Confidentiality: Anderson & Carr, Inc. shall not provide a copy of the written Report to, or disclose the results of the report prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

Cancellation: Client may cancel this Agreement at any time prior to delivery of the Report upon written notification to the Appraiser. Client shall pay for work completed on assignment prior to receipt of written cancellation notice, unless otherwise agreed upon by Anderson & Carr, Inc. and Client in writing.

No Third Party Beneficiaries: Nothing in this Agreement shall create a contractual relationship between Anderson & Carr, Inc. or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Use Of Employees Or Independent Contractors: Contractor may use employees or independent contractors at Contractor's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Contractor shall sign the written Report and take responsibility for the services provided as a result of this Agreement.

Testimony At Court Or Other Post-Appraisal Proceedings: Unless otherwise stated in this Agreement, Client agrees that contractor's assignment pursuant to this Agreement shall not include the participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, attendance or participation at any judicial, arbitration, or administrative proceeding relating to this assignment. If additional services are required, such as courtroom testimony, depositions, preparation for depositions, consultations, negotiations, travel time and related expert fees, our fees will be billed at our normal hourly rates, which are as follows: \$300 per hour for MAI/Principal time, \$150 per hour for staff appraiser time, and \$85 per hour for researcher time. A retainer fee will be required if additional services are needed. If expert witness testimony is required, client agrees to pay appraiser a minimum fee of \$1,000 to be paid in advance of any depositions and payment in full prior to any court testimony.

Appraiser Independence: Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount, or guarantee the outcome of the assignment in advance, or insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others in advance any particular cause. Appraiser's opinions will be developed competently and with independence, impartiality and objectivity.

Collections: It is further agreed and understood that if any portion of the compensation or costs due to Anderson & Carr, Inc. becomes delinquent, The Client will pay interest thereon at the rate of 12% per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc.

Payment in U.S. Dollars: Client agrees to pay fee in U.S. currency or by check from a U.S. bank account.

Prior Appraisal: Anderson & Carr and/or its agents/appraisers have not previously appraised the subject of this agreement within the prior three years.

Client



Date

5/28/2024

Anderson & Carr, Inc.

Date

RESOLUTION NO. 26-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCEDURES AND POLICIES MANUAL; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to develop procedures and policies for a Community Development Block Grant ("CDBG") program pursuant to the requirements established by FloridaCommerce, formerly known as the State of Florida Department of Economic Opportunity; and

WHEREAS, the City desires to utilize all financial aspects of the CDBG program by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes; and

WHEREAS, the City will be familiar with and adhere to the applicable Federal requirements to financial management found in 2 CFR 200; and will review this regulation for more detailed and additional information when financial management questions arise, including special circumstances; and

WHEREAS, the City is the sub-recipient of Community Development Block Grant program funds from FloridaCommerce and the United States Department of Housing and Urban Development. As a steward of public funds, the City is actively working to combat fraud, waste, and abuse in its programs; and

WHEREAS, the City will be familiar with Quality Assurance/Quality Control procedures to assure the City's CDBG program's quality, ensure the program meets performance measures and ensure compliance with rules, regulations, statutes, laws, best practices and requirements identified by the federal government, the State of Florida and those incorporated in the City's contractual agreement with FloridaCommerce; and

WHEREAS, the City Commission of the City of South Bay finds that adopting a Community Development Block Grant Program Procedures and Policies Manual will be in the best interests of the residents of the City.

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

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

Section 2. Adoption of Plan. The City Commission of City of South Bay hereby adopts a Community Development Block Grant Program Procedures and Policies Manual, attached hereto as Exhibit “A.”

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 4th day of June 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Delbosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

CITY OF SOUTH BAY



COMMUNITY DEVELOPMENT BLOCK GRANT PROCEDURES AND POLICIES MANUAL

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Section 1: Financial Management Policy and Procedures

Introduction

The City of South Bay (the City) will manage all financial aspects of the CDBG by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

Responsible Party and Responsibilities

The City acknowledges that it is solely responsible for the financial management and control of CDBG funds it receives. This document is the City's accounting procedures that will be followed to comply with state and federal requirements for financial management. The City will maintain a financial management system that provides the following:

- Effective control over and accountability for all funds, property, and other assets
- Accurate, complete, and timely disclosure of the status and financial results in accordance with specified requirements
- Records that adequately identify (by activity) the source and use of funds for each CDBG-supported project, including "reasonableness, allowability, and allocability" of costs
- Procedures to comply with the timely distribution of funds

The City's CDBG financial accountability is the responsibility of the finance department. The City's finance department is responsible for reviewing and approving all transactions involving CDBG funds before the transactions are processed for payment. The finance department responsibilities include the following:

- Approval of purchase orders (where applicable) to be paid with CDBG funds
- Receipt and approval of invoices (responsibility of the program department)
- Assurance that transactions involving CDBG funds are properly coded
- Review of and approval of requisitions for payments involving CDBG funds

The finance officer is responsible for maintaining official CDBG financial records and for posting account transactions. Official records will be maintained in either an automated or a manual format. The finance officer's responsibilities also include the following:

- Control of accounting documents once they are approved for processing by the program department

- Preparation of financial reports (based on accounting records)
- Preparation of Requests for Funds (prepared in conjunction with the program department)
- Entry of transactions into the accounting system
- Assisting the City's auditor in preparing an annual financial audit

The City will be familiar with and adhere to the applicable Federal requirements to financial management found in 2 CFR 200; and will review this regulation for more detailed and additional information when financial management questions arise, including special circumstances.

Monitoring

The City will be prepared and have the necessary documentation available for FC monitoring of its financial system and financial transactions and understands that FC staff will utilize the following (or similar) testing tools, which are based on HUD's monitoring checklists:

- the Financial Management I Monitoring Checklist: System Review Checklist is typically utilized for the first pre-award and the initial onsite monitoring of financial management to review the City's:
 - internal controls,
 - separation of duties,
 - the accounting system used by the City, and
 - the procedures for determining allowable costs and housing escrow accounts.
- Financial Management II Monitoring Checklist: Transaction Testing Checklist is typically utilized at the second onsite monitoring visit to review the City's:
 - accounting records and checks a sampling of invoices,
 - contracts,
 - distributions, and bank statements to ensure that the local government is complying with federal regulations and state laws.

These checklists are located on the FC website. The City will respond in a timely manner to any potential FC financial monitoring findings or concerns.

Internal Controls

Internal controls consist of policies and procedures, job responsibilities, qualified personnel, and records management that are designed to safeguard assets such as cash, property, and other assets. The City will establish a system of internal controls that meets the following minimum requirements:

- A single individual will not be allowed to exercise complete control over all phases of any significant transaction. This means, for example, that the same person cannot purchase materials, receive materials, authorize payment for the materials, and write the check to pay for materials.

- Record keeping will be kept separate from operations and handling and custody of assets.
- Monthly reconciliation and verification of cash balances with bank statements will be made by employees who do not handle or record cash or sign checks.
- Actual lines of responsibility will be clearly established, and a single person identified to assume responsibility for management oversight of the entire financial management system.
- The person who prepares payroll will not handle related paychecks. If signature stamps are used, they will not be under the control of the same individual who retains blank checks.

The City's system of internal controls will outline specific program and financial management responsibilities and will enable the City to maintain the necessary records needed for compliance with Florida law and federal requirements. Where possible, the City's accounting policies and procedures will mirror the requirements of the Florida Office of the Auditor General.

Financial System

The City will ensure that all source documentation for each transaction is adequately maintained and provided upon request with all details deemed necessary by FC, the U.S. Department of Housing and Urban Development (HUD), Florida's Chief Financial Officer, and Auditor General. The information contained in source documents is necessary for accounting purposes and will be recorded in one of the books of original entry before being filed. The City acknowledges that a variety of source documents and records are needed to properly account for CDBG transactions.

Supporting documentation will demonstrate that costs charged against CDBG funds:

- were incurred during the effective period of the City's agreement with the state,
- were actually paid out (or properly accrued),
- were expended on allowable items, and
- had been approved by the responsible staff and official(s) for the City.

These documents include the following:

- **Purchase Orders** (if utilized) will be prepared in the same format as other purchase orders except that appropriate CDBG program classification data will be coded on the document. Purchase orders, when utilized, will be approved by the City's Chief Financial Officer and the City Manager. After approval, one copy will be retained by the program department to verify receipt of goods, and the original will be retained by the finance officer.
- **Contracts** will be filed in the CDBG City's City Clerk. Each contract will identify the activity, program, or project to be charged. If multiple contracts are issued for each project or if non-contractual charges are recorded against a project, a separate record will be maintained for each contract to provide readily available information on contract balances. The City will ensure there is a separate obligation for each contract relating to the same activity to prevent overpayment

of any contract. In addition, a Cash Control Register will be maintained to provide summary information for all CDBG contracts.

- **Vendor Invoices** to be paid with CDBG funds will first be referred to the program office, compared to the purchase order, checked for appropriateness and accuracy, approved, and coded, as necessary. Approved vendor invoices and appropriate supporting documents will then be forwarded to the finance officer for processing, entry into the financial system and payment.
- **Weekly Time-distribution Sheets** for all employees paid from CDBG funds. Employees will complete time sheets that indicate the number of hours worked on CDBG projects, other grant projects, local government activities, and job duties. Time sheets will then be referred to the finance department so that charges to the correct programs and projects can be computed and properly charged. The City understands that payroll expenses can only be paid from CDBG funds based on time and attendance records.
- **CDBG Financial Files** that demonstrate the program's financial soundness and regulatory compliance. The City will maintain an orderly record of CDBG transactions that will withstand the scrutiny of FC monitoring and an audit. The City's financial files will be maintained in logical system. Two broad categories of files will be utilized: process files and permanent files (see below).
- **Space and Utilities:** Costs for space will be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, a reasonable method will be in place to allocate the charges fairly among the sources.
- **Supplies:** Documentation for expenditures for supplies will include:
 1. purchase orders or requisition forms initiated by an authorized representative of the City,
 2. invoices from vendors that have been signed off by the City to indicate goods were received,
 3. canceled checks from vendors demonstrating payment was made,
 4. information regarding where supplies are being stored, and
 5. for what cost objective(s) the supplies are being used.

Process Files

Process files are working files that are used until source documents are processed and posted. They include the following:

- **Open Purchase Order File:** All purchase orders that have been issued but not yet filled by vendors will be filed sequentially by purchase-order number. When goods are delivered, all invoices received, and all appropriate approvals obtained, the purchase order will be removed and filed with related invoices and the receiving report in the pending payments file. This file contains encumbrances against the project budget.

- **Pending Payments File:** All source documents that will generate a cash disbursement will be stored in the pending payments file and will be maintained by due date. If a discount is offered for early payment, every effort will be made to make the payment early. A schedule of bills payable from approved invoices and the account to be charged will also be kept in this file.
- **Pending Receipt File:** This file will contain copies of outstanding bills and requests for funds submitted to the CDBG program that have not yet been recorded in the Cash Receipts Journal or posted to the CDBG Cash Control Register. Documentation will also include each completed request for funds package submitted to FC through SERA.
- **Personnel Payroll File:** This file will contain a record for each employee who works on CDBG activities and includes the rate at which the employee's salary can be charged to the CDBG program. Time sheets showing the amount of time each employee spends on CDBG activities will be kept on file. This file will be maintained in addition to the local government's official personnel records.

Permanent Files

The City will maintain these files for all source documents and other records once they have been processed and posted to books of original entry. Documents removed from process files will be placed in the permanent files after all processing is complete (i.e., placing bank verifications or CDBG contract payment transactions in a CDBG Receipt File).

Purchase requisitions, purchase orders, and related invoices are filed together; contracts, related invoices, payment vouchers, and check copies are filed together; and grant fund receipt documentation is filed together. Permanent files contain the documents necessary for undertaking an audit of the program. For ease of FC financial monitoring, complete request for funds packages will be included in a permanent request for funds (RFF) file.

CDBG Accounting Records

CDBG records are used to accumulate CDBG accounting information for financial reporting. The City will utilize and maintain the following required CDBG accounting records listed below.

- **Cash-receipts Journal:** All receipts of cash that are deposited into the CDBG account(s) will be recorded in the cash-receipts journal. Receipts may include contract payments to the City from the CDBG program, receipts from the disposition of land, program income, and any other CDBG related cash received. The general procedure for using this journal will be to record every CDBG receipt by date in the order that it was received and indicate the source of the funds received, account or activity line item to be credited, receipt number, and date. A notation regarding final disposition for all funds received will also be included in the journal.
- **Cash-disbursements Journal:** The City will enter all expenditures for CDBG program costs into the cash-disbursements journal. Disbursement entries will

include the names of the vendors, dates paid, purchase order numbers paid against, check numbers, and references to the CDBG program activities the disbursements address.

- **Property Register:** The City will maintain a listing of all property acquired in part or entirely using CDBG funds. This list will be maintained to comply with state and federal standards relating to acquisition, control, and disposition of real and personal property. Examples of property that would be recorded in the register include both real property and office equipment.
- **Detailed Activity Ledger:** To maintain accounting control, the City will establish and utilize a detailed activity ledger that records all financial transactions, including receipts and expenditures, under a CDBG agreement. In instances when the City has several ongoing projects the City will maintain a separate project activity ledger, each relating to a particular project in this ledger. The project activity ledgers will combine to create the overall detailed activity ledger.
- **Cash Control Register**
In addition to the above control procedures, CDBG financial reporting and control, the City will utilize a CDBG Cash Control Register. This register will be used to document and control the following:
 - State of Florida funds received
 - Requests for Funds (drawdowns on grant reservation)
 - Balance of CDBG cash on hand
 - Balance of CDBG grant funds (budget balances) available by line item
 - Collections, refunds, and miscellaneous receipts
 - Disbursements

This register is critical because it summarizes the status of CDBG cash on hand and line-item budget balances. The City will review the Cash Control Register on a regular basis to endure ongoing compliance with CDBG rules and regulations relating to cash on hand. The register will also serve as a cross-reference to the journal accounts such as cash receipts and disbursements and the detailed project ledger.

Accounting for Cash Receipts

Cash receipts for the CDBG program come primarily from the state as contract payments based on Requests for Funds. The City will log all CDBG project related cash receipts from all sources including FC and other sources in a Cash Receipts Journal, a CDBG Cash Control Register, and a detailed Project Ledger.

Accounting for Cash Disbursements

The City will establish specific days on which it will disburse CDBG funds. The frequency of these payment dates will depend on transaction volumes. To allow time for orderly processing and requisitioning of CDBG contract funds, cut-off dates for receipt of invoices to be paid in the next pay date will be established. The City will take measures to ensure that all cash disbursements are supported by source documentation, that fully explains

and documents the reason for the disbursement. Examples of source documentation include invoices, time sheets, and payroll vouchers.

Contractor payments will be made only after determining that the contractor is performing in accordance with contract provisions and time schedules, that deliverables have been completed, and that any problems identified by the City during compliance monitoring or inspections have been corrected. that fully explain and document the reason for the disbursement will record all cash disbursements in the CDBG Cash Disbursements Journal, the CDBG Cash Control Register, and CDBG Detailed Activity Ledger.

For infrastructure, public facility and some multifamily construction project, disbursements, the contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payroll for compliance prior to any payments being made to the contractor. Also, prior to payments being made to the contractor, the City's program staff / engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests, certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's program staff /engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Allowable Costs

The standards for determining reasonableness, allowability, and allocability of costs incurred as part of CDBG-DR -financed activities are found in 2 CFR 200.403. According to general guidelines contained in 2 CFR 200.403, a cost is allowable under the CDBG program as follows:

- The expenditure is necessary, reasonable, and directly related to the grant.
- The cost conforms with any limitations or exclusions established in 24 CFR 200 Subpart E (Cost Principles) or the CDBG award.
- The expenditure is consistent with policies and procedures that apply uniformly to both federally funded and other activities of the state or the City.
- The cost is accorded equal treatment. For example, a direct cost cannot be assigned if in other similar circumstances the cost was allocated as an indirect cost.
- The cost is in accordance with generally accepted accounting principles, except for states, local governments, and tribes only, as otherwise provided for in 2 CFR 200.416 and 2 CFR 200.417 (Cost Allocation Plans and Indirect Cost Proposals), and 2 CFR 200.417 (Interagency Service).

- The cost is not used to meet cost-sharing or matching requirements of any federally funded program. See 2 CFR 200.306(b) regarding cost sharing and matching.
- Costs must be adequately documented. See 2 CFR 200.300 through 2 CFR 200.309 for more information.

The City will ensure that all costs under the CDBG program are allowable as outlined in 24 CFR 570 and the HUD's State Community Development Block Grant Program: Guide to National Objectives and Eligible Activities, December 2014.

Necessary Costs

Costs must be necessary expenditures of Federal funding in order to meet program objectives. Unnecessary costs are those that are not required to achieve the objectives of the CDBG agreement or not related to the CDBG program being administered.

Reasonable Costs

Reasonable costs are described in 2 CFR 200.404: "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost."

In determining reasonableness of a given cost, consideration must be given to the following:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award
- Restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the federal award
- Market prices for comparable goods or services for the geographic area
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity, its employees, its students or membership (where applicable), the public at large, and the federal government
- Whether the non-federal entity significantly deviates from its established practices and policies regarding incurrence of costs, which may unjustifiably increase the federal award's cost.

The City will ensure that all costs under the CDBG program are reasonable.

Allocable Costs

Allocable costs are described in 2 CFR 200.405: "A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received." This standard is met if the cost:

- Is incurred specifically for the federal award;
- Benefits both the federal award and other work of the non-federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the non-federal entity and is assignable in part to the federal award in accordance with the principles in this subpart (2 CFR 200, Subpart E, Cost Principles).

The City will ensure that all costs under the CDBG program are allocable.

Program Income

Program income is the gross income received by a state, a unit of general local government (ULGL), or a subrecipient of a UGLG that was generated from the use of CDBG funds that exceeds \$35,000 received in a single year (24 CFR 570.489(e)2). Examples of program income include the following:

- Proceeds from the sale or long-term lease of real property purchased or improved with CDBG funds
- Proceeds from disposition of equipment purchased with CDBG funds
- Gross income from use or rental of property acquired by the City or its subrecipient with CDBG funds, less the costs incidental to the generation of such income
- Gross income from use or rental of property owned by the City or other entity that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income
- Payments of principal and interest on loans made using CDBG funds
- Proceeds from the sale of loans made with CDBG funds
- Proceeds from the sale of obligations secured by loans made with CDBG funds
- Interest earned on program income, pending the disposition of such program income
- Funds collected through special assessments made against nonresidential properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the CDBG portion of a public improvement

Program income received by a unit of local government must be recorded in its financial records system and must be recorded in the same activity line item as generated the program income. Program income must be spent first on subsequent expenditures.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FC. The City also understands that any program income generated prior to closeout must be returned to FC, unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income

included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

Annual Audits

The City will maintain detailed and organized financial records and will be prepared to provide the same to its auditor for annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FC and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FC Audit Certification Memo to FC no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential audit findings or issues and to any potential FC Audit Management Letters.

Common Deficiencies

The City is aware that the issues listed below are the most common record-keeping deficiencies encountered during program monitoring and audits.

- Inadequate financial records
- Inadequate source documentation
- Inadequate procedures for verification of cost allowability
- Inadequate procedures for certifying operating agencies' financial systems
- Delays between drawdown and expenditure of funds
- Inadequate process to prevent overpayment of an activity budget line item
- Inadequate accounting of program income
- Inadequate or untimely financial reports

The City will take the necessary measures to be prepared and avoid these inadequacies.

CDBG Payments

Prior to transmission of contract funds, the City will complete and submit to the CDBG program a Subrecipient Enterprise Resource Application (SERA) system Access Authorization Form. The City understands that this form is used to inform FC of the names of persons permitted to sign Requests for Funds. Requests for Funds forms will be signed by one or more of the City's authorized individuals identified on the form. The Signature Authorization will identify the financial institution, its mailing address, telephone number, and the account number to which CDBG funds will be transmitted.

The City understands there can be no erasures or corrections on the SERA Access Authorization Form. The City will submit three copies, each having original signatures, to FC. In instances when it is necessary to change or update information on the Signature Authorization Form, the City will follow the same instructions.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account. Any interest paid on the account will be remitted to FC for return to the U.S. Treasury.

The City will submit requests for funds through the FC SERA system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FC that supports the expenditures reflected in the City's invoice.

The City will not expend or obligate more than \$5,000 for administration, prior to receiving a Release of Funds from the CDBG program. The release will clearly state that environmental conditions have been removed and funds have been released for expenditure. Furthermore, the City will not draw funds for any activity that has been conditioned in the contract agreement until a Removal of Special Conditions is granted by FC. The City will review its contract award agreement for special conditions prior to obligating or requesting funds.

Record Keeping

In the simplest terms, CDBG financial transactions involve receiving cash (such as contract funds from FC's CDBG program or program income) and spending cash for eligible activities. Every CDBG financial transaction will be recorded in the accounting records as soon as possible. The City will ensure timely and accurate recording of financial transactions utilizing the appropriate source documents, files, and accounting records. The City will maintain records a minimum of 6 years from the date of the receipt of the final audit for the year in which the grant was closed out (2 CFR 200.333). The City understands that this period for records retention will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling period. The City will provide access to these records and audits to FC, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FC. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

Section 2: Grant Anti-Fraud, Waste, and Abuse Policy

Anti-Fraud, Waste, and Abuse (AFWA)

The City of South Bay is the Sub-recipient of Community Development Block Grant funds from the Florida FloridaCommerce (FC) and the United States Department of Housing and Urban Development (HUD). As a steward of public funds, the City is actively working to combat fraud, waste, and abuse in its programs.

This policy is directed specifically to the Community Development Block Grant programs and is intended to establish procedures and processes that will aid in the detection and prevention of fraud, waste, and abuse in the CDBG programs.

This policy applies to all City employees, providers, vendors, contractors, consultants, partners, citizens, applicants, external departments, and agencies doing business with the City, as well as beneficiaries and others associated with, working for, accessing, or attempting to access benefits under the CDBG programs.

Scope

Fraud is the intentional (willful or purposeful) deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. There are many forms of fraud.

Waste includes over-utilizing City services, supplies or equipment, or causing unnecessary costs through carelessness or inefficiency.

Abuse includes activities that result in unnecessary costs to the City. Note that this is financial abuse, not physical or emotional abuse of a person. Physical and emotional abuse of a person should be reported to the police.

Examples of fraud include, but are not limited to, misrepresentation of:

- Income (Unreported or under-reported)
- Household composition
- Financial resources (transferred or hidden resources)
- Residency
- Citizenship status

Other types of fraud include, but are not limited to:

- Using another person's identification
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Other actions constituting fraud, waste and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action from the Choose an item.
- Accepting or seeking anything of material value from contractors, vendors or any person that is providing services for CDBG activities
- Unnecessary cost or expenditures
- Diversion of program resources

AFWA Complaint Process

The City's constituents, employees and contractors may report suspected fraud, waste, or abuse by contacting the appropriate FC CDBG program managers.

All suspected cases of fraud will be taken seriously, and complaints will be reported to the appropriate FC Compliance and Reporting Manager and FC's Office of the Inspector General at OIG@FC.myflorida.com. If FC's OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov) and FC's HUD Community Planning and Development (CPD) Representative.

Fraud, Waste, and Abuse Prevention Measures

The City's governing body is responsible for ensuring that the City's CDBG programs comply with all federal and state regulations as well as recommending improvements that

enhance programmatic efficiency, effectiveness, and documented results. Below are the main critical responsibilities for preventative measures:

- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, project and beneficiary eligibility and award determinations, and program activity files.
- Conduct regular internal self-monitoring of the City's CDBG programs and report results to City Manager.
- Identify and assist with investigations of potential fraud, referring cases to FC's CDBG team and FC's OIG as appropriate.
- Oversee and coordinate all reporting for FC's CDBG programs, including state and federal reporting requirements, data analysis, and providing data for FC leadership.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as monitoring findings.

Confidentiality

Complainants reporting fraud, waste and misuse of federal resources, or other program irregularities may remain anonymous. All information received about suspected fraud, waste and abuse will be treated confidentially. Furthermore, all investigative materials developed, and interviews conducted to substantiate the allegations of fraud, waste or abuse will be treated confidentially.

Information will only be disclosed on a need-to-know basis to appropriate law enforcement authorities. No information about the status of an investigation will be shared outside of the City's CDBG Program Manager, FC's Constituent Services Manager, FC's Policy Manager, FC's Compliance and Reporting Manager, and FC's CDBG Program Director and authorized FC staff members, except with the State or HUD OIG upon conclusion of the investigation or with law enforcement or legal counsel, in the event legal action should be needed.

Whistle-blower's Act of 1986

The City understands that confidentiality is important to avoid retaliation against reporting individuals. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor [as defined in Section 112.3187(3)(d), Florida Statutes], that create a substantial and specific danger to the public's health, safety, or welfare. It also prevents agencies or independent contractors

from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the FC Department head, FC Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistleblower's hotline at (800) 543-5353. [Section 112.3187, Florida Statutes]

Cooperation with Official Department Investigations

The City's employees are required to maintain high standards of honesty, integrity, and impartiality and to place the interests of the public ahead of personal interests. When allegations of violations of these standards are received, full and accurate information must be obtained so management may respond appropriately. Toward this end, employees of the City must cooperate with FC program staff and the duly appointed investigators from FC's Office of Inspector General to uncover the facts surrounding possible violations in an official investigation.

Failure to comply as specified above without a valid mitigating reason, such as exercising a right protected by federal or state law, will constitute a violation of this policy and subject the City to appropriate disciplinary action up to and including dismissal of employees of the City.

Section 3: Quality Assurance/Quality Control (QA/QC)

The purpose of these Quality Assurance/Quality Control (QA/QC) procedures is to assure the City of South Bay's ("City") CDBG program quality, ensure the program meets performance measures, and to ensure compliance with rules, regulations, statutes, laws, best practices and requirements identified by the federal government, the State of Florida and those incorporated in the City's contractual agreement with the FloridaCommerce(FC).

This document is the general approach for compliance of the City's CDBG program, establishing monitoring practices and oversight of all program areas including:

- Self-Evaluation
- Eligible Activities and National Objective
- Duplication of Benefits
- Procurements
- Environmental Review
- Acquisition
- Financial Systems and Financial Management
- Monitoring
- Project Progress and Amendments
- Construction Related (Labor Standards Compliance/Engineer or Housing

Specialist

Inspection Services/Certification of Completion or Certificate of Completion or Occupancy [housing])

- Civil Rights (Fair Housing, EEO, MWBE, Section 504, and Section 3)
- Reporting
- Complaints
- Records Retention
- Public Records Requests

Self-Evaluation, Capacity and Monitoring Plan

The City will, upon receipt of notification of award OR receipt of an executed CDBG agreement, evaluate its capacity, staffing, grant management history, financial systems and fiscal history (i.e., any previous financial monitoring findings or concerns from previous grants and/or audit findings or compliance issues) and coupled with FC's Risk Assessment will put into place strategic adjustments that supplement the City's existing

capacity. These adjustments may include such actions as purchasing updated accounting software, hiring additional staff or hiring consultants. In addition, to these adjustments, the City will adhere to and participate in monitoring in accordance with FC's monitoring plan.

Eligible Activities and Meeting a National Objective

The City will take the appropriate steps to ensure that only eligible activities are addressed with CDBG funds and that projects paid for with these grant funds meet a National Objective. Activities approved through the project's application and contracting with FC are assumed to meet the tests for being eligible activities and for meeting a National Objective. Any changes in the activities, beneficiaries and scope of work will require reviews by City staff and FC to determine the eligibility of activities and whether or not a project continues to meet a National Object. Projects that provide direct benefit to residents, such as housing rehabilitation will require the beneficiaries to provide substantial documentation of household income to ensure they are low-to-moderate income, or in the case of work on a multi-unit housing project documentation confirming that at least 51% of the units are occupied by person from low-to-moderate income and/or will be or remain available and affordable to persons from low-to-moderate income households.

Duplication of Benefits

The City, will take ongoing measures to ensure that there is no Duplication of Benefits (DOB) utilizing the CDBG funds. For Disaster Recovery projects the City will adhere to the requirements of the Stafford Act to avoid DOB. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Within the CDBG program, all grantees are bound by Section 312 of the Stafford Act, as amended by the DRRRA, and the OMB Cost Principles within 2 C.F.R. § 200 that requires all costs to be "necessary and reasonable for the performance of the Federal award."

The City will ensure that no DOB occurs by:

1. Assessing Need: Determine the amount of need (total cost) to accomplish a project.
2. Determining Available Assistance: Determine the amount of assistance that has or will be provided from all sources to pay for the cost of the project.

3. Calculating Unmet Need: Determine the amount of assistance already provided compared to the need to determine the maximum CDBG award (unmet need)
4. Documenting the analysis: Document calculation and maintain adequate documentation justifying determination of maximum award.

Procurements

The City will follow 2 CFR 200.317-326 and the City's adopted and FC approved Procurement Policy for all procurements funded by CDBG. Additionally, the City will adhere to the requirements of Section 287.055 Florida Statutes when conducting procurements for professional services such as grant administration engineering. The City will advertise its procurements for CDBG funded work and services in a regional Metropolitan Statistical Area newspaper of general circulation. Construction procurements will additionally adhere to Sections 255.05 (bonding), 255.0525 and FC requirements (advertising times). Requests for Proposals, at a minimum, must be advertised at least twelve (12) days prior to the deadline for receipt of proposals.

The City will make every effort to ensure that no conflicts of interest occur in the procurements process. City elected officials and staff will be required to divulge any potential conflicts of interest and will be required to remove themselves from the process and abstain from participation in any procurements where an actual or a perceived conflict of interest exists.

In the event of any bid protest, the City will follow the procedure as outlined in Section 127.57(3) Florida Statutes and will notify its FC contract manager immediately of any protests it receives. The City will communicate any other procurement challenges or problems to its FC contract manager immediately.

The City will ensure that it has an E-Verify Memorandum of Understanding (MOU) and will include a requirement in all contracts with contractors, subcontractors, consultants and sub recipients, funded with CDBG funds, to utilize the U.S. Department of Homeland Security's E-verify system (E-Verify) to verify employment eligibility of all new employees hired during the term of the CDBG agreement. Additionally, the City will utilize E-Verify for any new employees it hires during the Grant Period.

The City will include the Section 3 Clause in all contracts with contractors, subcontractors, consultants and subrecipients that are \$100,000 or more.

Environmental Review

Prior to the expenditure any CDBG funded project, other than the allowable expenditures for administration, the City will complete a HUD required Environmental Review that meets the requirements of 24 CFR Part 58. While additional environmental reviews, studies or reports (such as a Phase I and Phase II Environmental Study typically conducted

by an engineer) may be required and may also be needed for the HUD Environmental Review, the City understands that these reviews, studies and reports are not a substitute for the HUD required Environmental Review. The City understands that any expenditure of or commitment to expend CDBG funds (other than the allowable \$5,000 for initial administration) prior to its receipt of FC's Authority to Use Grants Funds will not be eligible for payment or reimbursement with CDBG funds. Commitments to expend funds, include but are not limited to the actual expenditure of funds, construction bidding and/or award, and agreements to acquire property.

Acquisition and Displacement/Relocation

The City will adhere to 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs when purchasing property for a CDBG, regardless of the source of the funding. Additionally, the City will make every effort to avoid CDBG funded projects that displace people or businesses. In instances where the CDBG funded project will displace persons or businesses, the City will ensure that those displaced are accommodated as directed and required in the regulations.

Financial Managements Systems and Financial Management

The City will manage all financial aspects of the CDBG program by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FC. The City also understands that any program income

generated prior to closeout must be returned to FC unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

The City will submit requests for funds through the FC Subrecipient Enterprise Resource Application (SERA) system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FC that supports the expenditures reflected in the City's invoice.

The City will maintain detailed and organized financial records and will be prepared to provide the same for FC monitorings and annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FC and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FC Audit Certification Memo to FC no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty (60) calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential FC financial monitoring findings or concerns and to any potential audit findings or issues.

Monitoring

The City, on an ongoing basis, will self-monitor to ensure:

1. adherence to the requirements of the CDBG agreement, as well as state and federal requirements,
2. adequate efforts are made, and actions taken to Affirmatively Further Fair Housing, that additional efforts are made toward Affirmative Action, enhancing opportunities for minority and women business enterprises (MWBE) in procurements, ensuring program access for handicap persons (Section 504), as well as staffing and beneficiaries, and proactive approaches to providing opportunities to low to moderate income persons (Section 3).
3. the project's timely progress as it relates to the agreement's Milestones/Activity Work Plans/Timeline,
4. the project's timely expenditure rate,
5. the maintenance and accuracy of project related accounting,
6. that project work is certified complete by a Housing Rehab Specialist and Building Official for housing projects and by an engineer for infrastructure and public facilities projects,

7. timely submission of required reporting,
8. complete, correct and organized retention of records,
9. the avoidance of conflicts of interest in procurements and beneficiaries,
10. the timely and appropriate response to complaints, and
11. the timely response to public records requests.

The City will prioritize preparation for, participation in and responses to FC monitoring visits and desk monitoring. The City will prepare for this monitoring by:

1. completing, when available, FC monitoring checklists to organize appropriate files and copies of backup,
2. utilizing FC monitoring checklists and/or FC Initial Document Request List from the FC monitoring notification letter to organize appropriate files, documents, policies, financials record, etc.,
3. providing FC advanced copies of requested files, documents, policies, financial records, etc., for desk and remote monitoring,
4. having appropriate City staff including program and fiscal staff as well as consultants (if applicable) available for the monitoring, whether they are desk, remote or in person monitoring,
5. making sure a local elected official or City Manager is available for the entrance and exit interviews, and
6. making appropriate City staff available for interim telephone conference calls, which are not actual monitoring, but serve to provide FC project updates.

The City will respond to FC monitoring questions, findings and concerns by:

1. providing FC any requested additional documentation or information in a timely manner,
2. taking appropriate action(s) to correct any monitoring findings and/or concerns, and
3. providing FC with a timely written response to any monitoring findings and/or concerns.

The City will additionally review ongoing FC and HUD correspondence and notices as well as annual audit reports and will take necessary prescribed actions to correct or improve any items requiring corrections or improvements and will in a timely manner respond in writing to FC regarding these actions, when required.

The City is committed to requesting technical assistance from FC, as needed, to ensure project quality, compliance, and progress.

Project Progress and Amendments

The City understands that the timely completion of the CDBG project and timely expenditure of funds must be a priority as it is vital to provide the grant funded repairs, improvements, infrastructure, public facilities, housing and/or services to its residents. Additionally, the City is aware of the mandates on HUD and FC to expend the grant funds in a timely manner, and that failure to do so can potentially jeopardize additional future funding opportunities.

The City is committed to working within the parameters and requirements of the program to ensure timely completion of the CDBG project. In the event that unforeseen and unavoidable delays are imminent, the City will communicate in a reasonable timeframe with the appropriate FC staff and if necessary, will initiate a request for any necessary contract amendments to align actual timeframes with project work plans, timelines and to adjust expiration dates if necessary.

Construction Elements

The City will conduct the bidding process, taking actions to promote minority and women business enterprises and Section 3 participation and advertising for the required time frames. As required, the City will conduct a pre-bid conference/meeting, will provide bid documents at a reasonable cost, will receive sealed bids with proper bonding and required documents, will open the bids publicly, will create or obtain a bid tabulation and award recommendation from staff or the project engineer, will have the governing body vote to award the contract to the contractor pending receipt of any additional information including proof of active registration in the SAM.gov system, required bonds and proof documenting that the contractor is not on the Excluded Parties list.

Follow receipt of these documents, the City will request contractor clearance from FC and once received, will execute a contract with the contractor.

Following execution of the construction contract, the City will conduct a pre-construction meeting with the contractor and discuss requirements for Section 3, MWBE, Davis Bacon (prevailing wage requirements) including submission of weekly certified payroll reports, Contract Work Hours and Safety Standards Act (CWHSSA) requiring time and a half pay for hours worked over 40 hours per week, and Copeland Act-Anti-Kickback assuring contractors do not induce an employee to give up part of their compensation they are entitled to. This meeting will also serve to outline schedules for work, payments and other discussions deemed necessary with the contractor.

The City will then issue a Notice to Proceed to the contractor allowing the contractor to begin construction.

The contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payrolls for compliance prior to any payments to the contractor. Also, prior to payments being made to the contractor, the City's engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Civil Rights Compliance

The City will adhere to contract requirements, federal regulations and state laws and rules in meeting Civil Rights requirements. To this end, the City will follow the Civil Rights Compliance attachment to the CDBG agreement, adopting required policies, ordinances and resolutions, designating various coordinators, advertising the coordinators' contact information, conducting various required activities, and establishing various complaint procedures and tracking logs.

The City will ensure compliance in regard to:

1. Affirmatively Furthering Fair Housing,
2. Equal Employment Opportunity (EEO),
3. Section 504 and the Americans with Disabilities Act, and
4. Section 3

Additionally, the City will maintain a list of minority and women business enterprises and will take measures to ensure that when requesting bids, Minority and Women Business Enterprises (MWBE) on this list are contacted and that contractors awarded CDBG funded contracts are required to take measures to hire MWBE subcontractors and make efforts to hire Section 3 residents for available work.

Reporting

The City will provide the required reports as established in the Reports attachment to the CDBG agreement. The City understands that if all reports are not submitted to FC in an acceptable manner, payments from FC may be withheld until the reports are properly completed and submitted. The following reports will be submitted to FC through the SERA system (or other FC specified means) by the required outlined dates:

1. Monthly Progress Reports (for Disaster Recovery) will be submitted no later than 10 days following the end of the month.
2. Quarterly Progress Reports or Quarterly Status Reports will be submitted no later than the 10th of April, July, October, and January.
3. Contract and Subcontract Activity forms, HUD 2516, reporting MWBE participation as well as Section 3 participation, will be submitted no later than April 15 and October 15.
4. Single or Program Specific Audit will be submitted no later than June 30, if the City expends \$750,000 or more in total federal funds from all sources. If the City expends less than \$750,000 in total federal funds, a FC Audit Certification Memo will be submitted no later than June 30. Submissions will be made to Audit@FC.myflorida.com or as specified by the FC staff and to the Florida Auditor General through their website at <https://flaauditor.gov>. Hard copies of the audits may be submitted to FC and the Audit General via the addresses outlined in the CDBG agreement.
5. Audit Compliance Certification, attesting whether or not an audit submission will be required, will be annually submitted no later than 60 days following the end of the City's fiscal year.
6. An Administrative Closeout Report and supporting documentation will be submitted no later than 60 days following the expiration of the CDBG agreement.
7. Section 3 Report, HUD 60002, will be annually submitted no later than July 30.
8. Any additional updates or reports as requested by FC will be provided in a timely manner.

Citizen's Complaints

The City will take prompt actions to address any complaints it receives and will make every effort to resolve these complaints in a timely manner.

All complaints received, including verbal (phone calls, in person) and written, will be documented in appropriate log sheets for general citizen's complaints, Fair Housing complaints, EEO complaints and Section 504/ADA complaints. The City will notify its FC grant manager immediately upon receipt of any of CDBG grant related complaints and will make efforts to address, assist, resolve and/or make referrals on complaints received, whether verbal or written. The actions, results and conclusions of these complaints will be recorded in the appropriate log sheets.

For a complaint to be formally processed, reviewed and responded to by the City in writing, the complaint must:

1. Be submitted in writing,
2. Include the complainant's full name,

3. Include the Complainant's Contact information and preferred method of notification for communications regarding complaint (telephone; physical, postal, and Email addresses), Nature of the complaint (CDBG or Other, please specify), and
4. Include a summary of the complaint and desired remedy requested.

Additionally, the complainant should include previously contacted individuals concerning the complaint and any supporting evidence.

The City will respond in writing to written complaints that meet the above criteria within fifteen (15) days and may take additional measures to address and close the complaint. The City's written response is not a guarantee of resolution to the complaint. CDBG grant related complaints that are not resolved and closed within 30 days will be referred to the City's FC contract manager.

Records Retention and Access

The City will retain all grant related and grant agreement specified records and audits for a period of five (5) years following the final audit after the grant closeout, or for six (6) state fiscal years after all reporting requirements have been satisfied and final payments have been received; whichever period is longest. The City will provide access to these records and audits to FC, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FC. The City understands that this period for records retention and access will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling periods. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

Public Records Requests

The City will directly respond to each CDBG agreement related public records request and will notify FC of such requests by email to PRRequest@FC.myflorida.com within one business day following the date of the records request. Additionally, the City, upon request from FC's custodian of public records, will provide FC records or allow inspection of these records within a reasonable time. The City understands that it may be reimbursed for the costs of preparing and providing these records as long as the costs do not exceed the allowable costs outlined in Chapter 119, Florida Statutes. Furthermore, the City understands that FC may terminate the CDBG agreement if the City fails to provide and/or allow access to public records.

Summary

Utilizing these procedures, the City will make it a priority to implement its CDBG programs in a manner that adheres to federal, state and local requirements, will ensure CDBG projects employ a quality and fiscally responsible process that provides a successful project result in a timely manner.



City of South Bay

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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: May 29, 2024
Ref: Weekly check register

Enclosed, please find the summary of check register as of May 29, 2024:

General Fund

• Utility:		
	Verizon	\$ 580.49
	Comcast	1,073.38
• Bank of America		86.65
• Bagsignbulk		7,862.10
• Wholesales School Supplies		2,000.18
• HCT- CPA		6,670.00
• UNICUS Rail		33,400.00
• Andre Hamilton		13,845.00
• Penguin & Associate		2,965.00
• CAP Government		1,332.50
• PBC Sheriff		19,601.50
• Allied Benefits		9,856.66
• Telly Webb		2,500.00
• Purchase		1,232.47
• Payment for various services		5,892.97
• Payroll deductions		5,437.08
• Other		<u>4,570.05</u>
Total		<u>\$ 118,906.03</u>

ARP Act Fund

Home repair	4,000.00
Payroll	<u>565.16</u>
	<u>\$ 4,565.16</u>

Sanitation Fund

Waste Management	<u>\$ 18,228.42</u>
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AP Check Register Report

City Of South Bay (CSBFND)

5/28/2024 11:50:58 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16217	1143	PPLSI	05/28/2024	76.80	
16218	1320	ALLIED BENEFIT SYSTEMS LLC	05/28/2024	9,856.66	
16219	1330	ASSURITY LIFE INSURANCE COMPANY	05/28/2024	1,135.76	
16220	AFLAC	AFLAC	05/28/2024	1,685.33	
16221	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	05/28/2024	1,216.26	
16222	BANK OF AMERICA, NA	BANK OF AMERICA	05/28/2024	86.65	
16223	COLONIAL LIFE PROCES	COLONIAL LIFE	05/28/2024	395.37	
16224	IAMAW	IAMAW	05/28/2024	269.28	
16225	LIBERTY NATIONAL	LIBERTY NATIONAL	05/28/2024	284.94	
16226	UNITED HEALTH CARE	UHS PREMIUM BILLING	05/28/2024	520.52	
16227	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	05/28/2024	68.50	
				Non-Electronic Transactions:	15,596.07
				Total Transactions:	15,596.07

AP Immediate Check Register Report

City Of South Bay (CSBFND)

5/24/2024 1:25:48 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16216	1284	UNICUS RAILAND CONSULTING SERVICES	05/24/2024	33,400.00	
Totals:			Total Transactions:		33,400.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16215	1357	PENGUIN 1 & ASSOCIATION	05/24/2024	2,965.00	
Totals:			Total Transactions:		2,965.00

AP Check Register Report

City Of South Bay (CSBFND)

5/23/2024 8:28:04 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16201	1047	BAGSINBULK	05/22/2024	7,862.10	
16202	1364	DREW BEINHAKER, ESQUIRE	05/22/2024	202.90	
16203	1368	WHOLESALES SCHOOL SUPPLIES	05/22/2024	2,000.18	
16204	1369	ULECIA GREEN	05/22/2024	150.00	
16205	1370	ERIKA VILLARREAL	05/22/2024	300.00	
16206	4IMPRINT	4IMPRINT	05/22/2024	628.28	
16207	HCT	HARVEY, COVINGTON & THOMAS	05/22/2024	6,670.00	
16208	LYNPHAS E. HENRY	LYNPHAS E. HENRY	05/22/2024	150.00	
16209	MUTUAL OF OMAHA	MUTUAL OF OMAHA	05/22/2024	324.49	
16210	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	05/22/2024	265.00	
16211	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	05/22/2024	511.38	
16212	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT	05/22/2024	250.00	
16213	SOUTH CENTRAL FLORIDA	RAMS, INC.	05/22/2024	1,967.00	
16214	XEROX CORP	XEROX CORPORATION	05/22/2024	327.57	
				Non-Electronic Transactions:	21,608.90
				Total Transactions:	21,608.90

AP Check Register Report

City Of South Bay (CSBFND)

5/20/2024 2:47:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16199	1079	JULIA TYLER	05/20/2024	2,000.00	
16200	1297	WILLIE FLOYD	05/20/2024	266.00	
				Non-Electronic Transactions:	2,266.00
				Total Transactions:	2,266.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

5/17/2024 9:26:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16197	1367	Printitplus	05/17/2024	1,056.51	
16198	TELLY WEBB	TELLY WEBB	05/17/2024	2,500.00	
Totals:			Total Transactions:		3,556.51

AP Check Register Report

City Of South Bay (CSBFND)

5/16/2024 3:42:18 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16196	ANDRE L. HAMILTON	ANDRE L. HAMILTON	05/16/2024	13,845.00	
				Non-Electronic Transactions:	13,845.00
				Total Transactions:	13,845.00

AP Check Register Report

City Of South Bay (CSBFND)

5/16/2024 10:53:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16184	1260	CARRIE R. JERNINGAN	05/16/2024	2,000.00	
16185	1360	UNITED STATES TREASURY	05/16/2024	722.64	
16186	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	05/16/2024	1,232.47	
16187	CAP GOVERNMENT	CAP GOVERNMENT	05/16/2024	1,332.50	
16188	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	05/16/2024	1,500.00	
16189	ESTHER BERRY	ESTHER BERRY	05/16/2024	49.16	
16190	JOE KYLES	JOE KYLES	05/16/2024	275.00	
16191	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	05/16/2024	19,601.50	
16192	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	05/16/2024	75.00	
16193	SHERWIN WILLIAMS	SHERWIN WILLIAMS	05/16/2024	22.18	
16194	STITCH WORK PLUS	STITCH WORK PLUS	05/16/2024	781.88	
16195	VRC	VRC	05/16/2024	422.35	
				Non-Electronic Transactions:	28,014.68
				Total Transactions:	28,014.68

AP Check Register Report

City Of South Bay (CSBFND)

5/29/2024 8:59:00 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-201275406	COMCAST BUSINESS	COMCAST	05/29/2024	879.80	ach-5406
ACH8535115010028	COMCAST	COMCAST	05/29/2024	193.58	ach-8960
ACH-9963637937	VERIZON WIRELESS	VERIZON WIRELESS	05/29/2024	580.49	ach-7937
Totals:			Electronic Transactions:		1,653.87
			Total Transactions:		1,653.87

AP Check Register Report

City Of South Bay (CSBFND)

5/16/2024 1:57:56 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
343	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	5/16/2024	18,228.42	
				Non-Electronic Transactions:	18,228.42
				Total Transactions:	18,228.42