



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, JULY 16, 2024

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Taranza McKelvin

Commissioner:

Esther 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, JULY 16, 2024
6:30 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Commission Mail Procedures
 - b. Renaming of Public Facilities Tanner Park to Esther E. Berry
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, JULY 16, 2024
7:00 PM

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

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

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. Teen Summit Presentation (Guardian of the Glades) Tammy Jackson Moore

- 3.a. GTS Summit

- b. State Legislative Update
Jordan Connors Group Inc.
Jordan Connors, Lead Lobbyist

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 –June 4, 2024

- 5.a. Minutes

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

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

- a. RESOLUTION 27-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH AN EMPLOYEE RECOGNITION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

- 6.a. Employee Recognition Program

- b. RESOLUTION NO. 28 -2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL AND COMPLIANCE REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

- 6.b. Financial Statements for the Fiscal Year Ended September 30, 2023

- c. RESOLUTION 29-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE NINETEENTH ADDENDUM

TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN
THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF
PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE
DATE

6.c. Nineteenth Addendum Law Enforcement Service Agreement

- d. RESOLUTION NO. 30-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE
RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024,
THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065,
FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

6.d. DR420 Certification of Taxable Value

- e. RESOLUTION 31-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO
EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE
CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS, INC.
FOR THE DEMOLITION OF THE OLD WASTE WATER TREATMENT
PLANT WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE
DATE

6.e. Demolition Services Agreement

6.e. TSC-Bid Response

6.e. Bid Analysis and Score Report

6.e. Incorporation Documents

- f. RESOLUTION NO. 32-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, AMENDING RESOLUTION NO. 21-2024,
WHICH ACCEPTED BID PROPOSALS FOR CONTINUING
PROFESSIONAL ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES PURSUANT TO RFQ NO. 2023-04 TO ADD
OMITTED VENDOR WGI, INC.; PROVIDING FOR AN EFFECTIVE
DATE

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
 - a. South Bay Park of Commerce Appraisal Report
12. CITY ATTORNEY REPORT
13. FUTURE AGENDA ITEMS
14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER
15. ADJOURNMENT



GLADES / LAKES REGION
PRESENTS:

THE TRUTH

about
THE YOUTH
TEEN SUMMIT

AUG 2ND - 4TH

GRADES 6TH - 12TH

SUMMIT REGISTRATION DEADLINE: JULY 19, 2024



Keynote Speaker:

MARQUIS HILL

Event Presenters

DR RICHARD RAMSEY
VICTORIA "VICKY" CIME
MC ARTHUR GLAZE



SERVICE HOURS WORKSHOPS FOOD LODGING MUSIC SPEAKERS YOUTH RESOURCES
PARENT DIALOG: SUNDAY AUGUST 4, 2024

INFO: WWW.GUARDIANSOFTHEGLADES.COM



EVENT LOCATION: GLADES CENTRAL COMM HIGH SCHOOL 1001 SW AVE M, BELLE GLADE, FL 33430



GLADES / LAKES AREA TEEN SUMMIT

3-day event filled with:

- Mental health awareness
 - Entrepreneurship
- Career building workshops
 - Dynamic guest speakers
- Entertainment and giveaways

AUGUST 2024

Table of contents

1	Our Team	4	The Need
2	Our Goal	5	The Budget
3	Our Progress	6	The Impact

Our Team

Our team is composed of several outstanding members of:

- Glades / Lakes communities
- Mayors, City Commissioners, Youth Group Leaders, PBSO Officials, Department of Juvenile Justice, Palm Beach County Library System, School Board Officials, Palm Beach State College, Faith-Based Leaders, and Residents.

Tammy Jackson
- Moore

Marcia
Bahia



Thana
haha
Jefferson

Rev. Dr.
Robert
Rease

Commissioner
Tequilla Collins

Mayor
S. Wilson

Peggy Boule-
Washington

Our Goals

400 students



Stop Youth Violence

To provide alternatives to youth violence through interactive workshops, including a mock trial to raise awareness of the criminal legal system and preventative programs to assist students.



Empower Youth

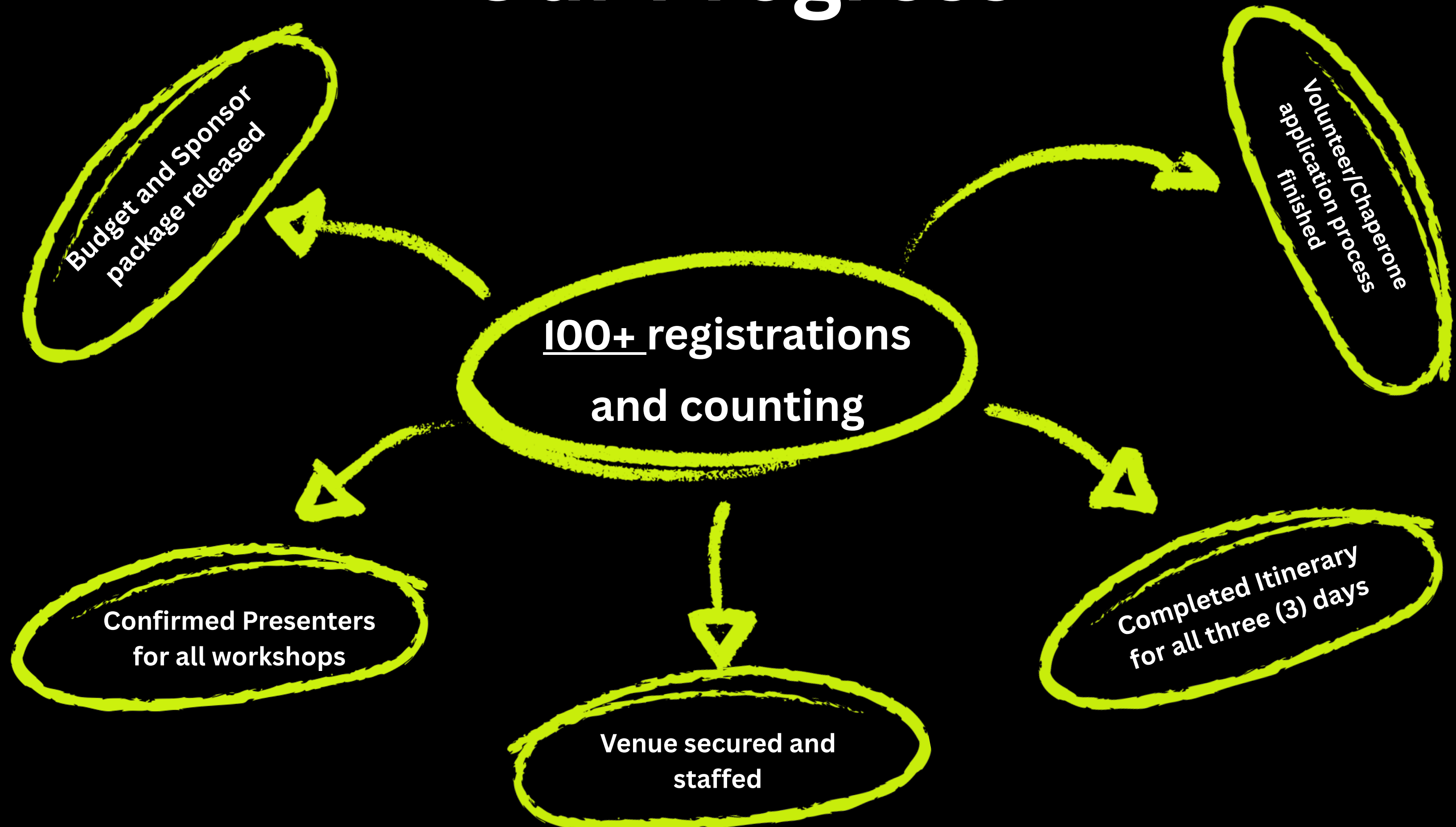
Provide the tools to assist students in reaching their next level of success. Speakers will offer career pathways so teens may create their own plan for their future.



Provide Tools for Success

Strengthen the foundation of every student's future successes; foster solidarity and sense of community so that they may become advocates for their communities.

Our Progress



The Need



700+ Economically Disadvantaged Middle and High School Students

Per the Florida Department of Education, in 2009, at least 37% of residents of Belle Glade had less than a high school diploma, and 25% had graduated from high school. Today, the number has changed for the better, but there is still a need to continue empowering all students in our community by preparing them for the future.

100+ Students Seeking Self Improvement

Through our community programs, including Student Aces and Project Lift, there is a growing desire for leadership skills in our teens.

50+ Community Leaders and Agencies Ready to Help

Our community leaders and agencies are consistently engaging youth in various ways.

100% Teen Made



The entire summit was created with the input of over 80 teens in the Glades/Lakes area. From the food choice to the worksops, our local teens have worked with us to curated this event.

Day 1

[5:00pm - 6:00pm]	Registration & Check-In
[6:00pm - 7:00pm]	Teen Dinner/Announcements
[7:15pm - 8:00pm]	Transport to Hotels + Check-In

- Held at Dolly Hand Cultural Arts Center
- Student check-in starts at 5pm
 - At 6pm, All students and parents will be reminded of the Summit expectations
- At 7pm, dismissal for students and preparation for departure to hotel
- After arrival to hotel, students will be escorted to their assigned rooms for the night

Day Two

[8:00am - 8:50am]	Check-In / Breakfast / Resource Showcase	
[9:00am - 9:50am]	Motivational Speaker	
[10:00am - 10:50am][11:00am - 11:50am] HIGH SCHOOL	Workshops	Mock Trial High School
[10:00am - 10:50am]	MIDDLE SCHOOL PANEL	
[11:00am - 11:50am]	MIDDLE SCHOOL CAFE ENTERTAINMENT	
[12:00pm - 12:50pm]	Lunch & Networking Resource Showcase	
[1:00pm - 2:00pm]	Take Stock in Children Workshop [Auditorium]	
[2:10pm - 3:00pm][3:10pm - 4:00pm] MIDDLE SCHOOL	Worksops	Mock Trial Middle School
[2:10pm - 3:00pm]	HIGH SCHOOL CAFE ENTERTAINMENT	
[3:10pm - 4:00pm]	HIGH SCHOOL PANEL	
[4:10pm - 5:00pm]	Girls/Boys Talk (Separate locations)	
[5:00pm - 7:00pm]	OPTIONAL Jam Off (Closing Party)	

- **Held at Glades Central High School**
- **Check-in starts at 8 am for all students.**
- **Guest Speaker at 9am**
- **First Activity for High School and Middle school panel begins at 10am**
- **Lunch at 12pm**
- **Dismissal at 5pm.**
- **Jam Off is optional and begins right after dismissal**

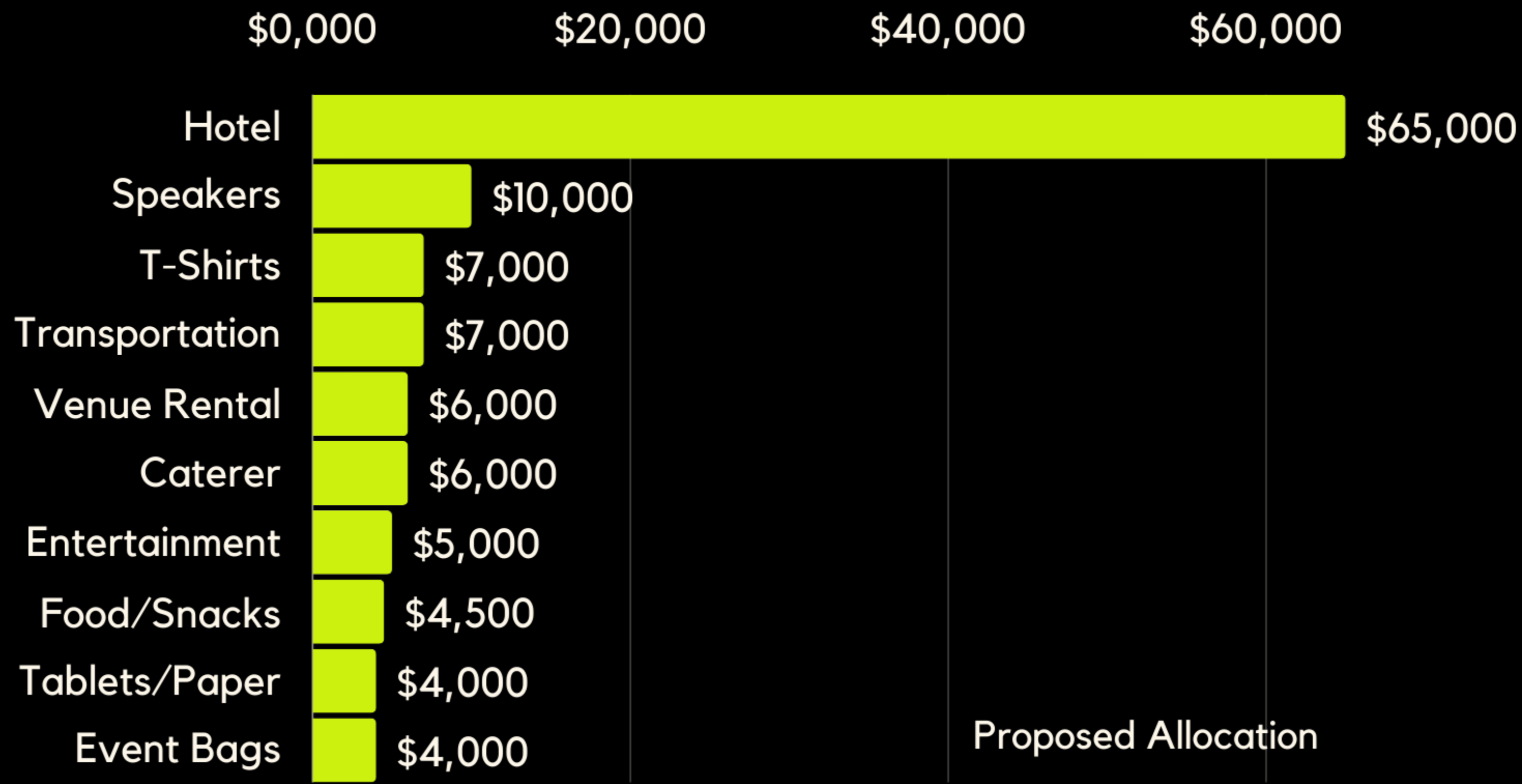
[9:00am - 9:30am]	Breakfast & Check-In
[9:45am - 10:45am]	Teen and Parent Workshop
[10:45am - 11:00am]	Testimonials from Students
[11:00am - 11:45pm]	<u>Conclusion</u> [11:00am - 11:20 am Sermon] [11:20am - 11:30am Invocation] [11:30am - 11:45pm - Q & A, Sponsor Appreciation, Tokens of completion]
[11:45am - 12:00pm]	Dismissal and Parent Pick Up
[11:30am - 1:30pm]	Staff review and Site Clean up

Day Three

- **Check-In at 9am**
- **Students will receive their completion gift and hours certificate at 12pm dismissal.**

Budget Breakdown

With hotel accommodation being our biggest expense, our budget has totaled to be \$131,000. This includes transportation, food, giveaways, entertainment, security, and more.



Proposed Allocation

The Impact



With your help we will be able to provide the students of the Glades/Lakes Area

- Tools for positive decisions
- Higher rates of community involvement
- Increase graduation rates
- Youth exposure to community leaders and future volunteer opportunities

Questions?





Thank you

for your consideration

CITY OF SOUTH BAY, FL
CIW/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, June 4, 2024
6:30PM

Present:

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

Staff

Leondrae Camel, City Manager
Nepoleon Collins, Economic and Business Development Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Aiyana Bent, Community Navigator

(F-all recording/discussion nixilable fjiroxxii the CihJ ii ebsite)

1. CALL TO ORDER at 6:37pm
2. ROLL CALL
3. **DISCUSSION**
 - a. Employee Recognition Program
 - b. Agenda Items
 - c. **Fire Chief Geraldine From Palm Beach County Fire Rescue**
4. **ADJOURNMENT at 6:59pm**

Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Berry

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.

(F-till recording/discussion nixiilnble through the CihJ rrebsite)

Present:

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

Staff:

Leondrae Camel, City Manager

Nepoleon Collins, Economic and Business Development Manager
 Burnadette Norris-Weeks, City Attorney
 Massih Saadatmand, Finance Director
 Aiyana Bent, Community Navigator

1. **CALL TO ORDER, iOLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS (tfp 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 undet this item ace corisi:lered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person n requests, in which the item will be removed from the gmmrral order of business and considered in its normal sequence on the agenda.

- a. itegular City Workshop and City Meeting

Approval of Meeting Agenda-May 21, 2024

Approve Consent Agenda

Moved by: Vice Mayor Mckelvin

Seconded by: Commissioner Berry

- b.Regular City Workshop and City Meeting

Approval of Meeting Agenda - June 4, 2024

Approve Consent Agenda

Moved by: Vice Mayor Mckelvin

Seconded by: Commissioner Berry

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

Commissioner King	YES
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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

Moved by: Vice Mayor Mckelvin
Seconded by: Commissioner Berry

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

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

Moved by: Commissioner Berry
Seconded by: Vice Mayor Mckelvin

COMMISSION	VOTE
Mayor Kyles	YES
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 Atcept April 15th report.**Moved by: Commissioner Polk****Seconded by: Vice Mayor Mckelvin**

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

Commissioner King	YES
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b. Accounts Payable Report

9.b. AP Report

Motion to Table April 15th report

Moved by: Commissioner Berry

Seconded by: Vice Mayor Mckelvin

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

10. CITY CLERK REPORT: NONE

11. CITY MANAGER REPOitT

a. Received Bid Responses Back from The Old Wastewater Treatment Plant for Demolition

b. Brownsville Project 480 US Highway 27 North

12. CITY ATTORNEY REPORT: NONE

13. FUTURE AGENDA ITEMS

a. Historic Designation Ordinance**b. Renaming the Tanner Park Building as Esther E. Berry****c. Commissioners Mailboxes**

COMMISSION	VOTE
Mayor Kyles	YES
Nice Mayor McKelvin	YEs
Commissioner Berry	YEs
Commissioner Polk	YES

COMirrlŦssioner King	YES
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14. COMMISSIONER COMMENTS FOR THE GOOD OF THE OILDER

- 14.a. Vice Mayor Taranza McKelvin
- Thank you
- 14.b. Commissioner Alberl Polk
- Thank you
- 14.c. Commissioner Esther Berry
- Thank you
- 14.d. Commissioner King
- » Thank you
- 14.e. Mayor Joe Kyles
- Thank you

Motion to resend the April 15th Accounts Payable Report

Moved by: Commissioner Polk

Seconded by: Vice Mayor McKelvin

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

Motion to table the May 15th Accounts Payable Report

Moved by: **Commissioner** Berry

Seconded by: Vice Mayor McKelvin

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

15. ADJOURN(MENT 7:58pm

Moved by:

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 27-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH AN EMPLOYEE RECOGNITION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to establish an Employee Recognition program ("program") recognizing City of South Bay ("City") employees' contributions to the overall objectives and efficient operation of the City of South Bay; and

WHEREAS, the City Commission has established guidelines for the program that sets forth specific criteria for eligibility and selection, attached hereto as Exhibit "A"; and

WHEREAS, types of awards include a P.R.I.D.E. award—Public Recognition Involving Dedicated Employees and a H.E.R.O. award—Humanitarian Efforts Recognized by Others; and

WHEREAS, the City Commission finds that authorizing the City Manager to establish an Employee Recognition program will boost morale amongst City staff and provide an incentive for employee excellence.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to establish an Employee Recognition program. The Employee Recognition program guidelines are attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** this 16th day of July 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)

EMPLOYEE RECOGNITION PROGRAM

Section A – Objective

To establish a process for recognizing employees' contributions to the overall objectives and efficient operation of the City of South Bay. While this policy provides formal guidelines for recognition, each department is encouraged to implement employee recognition practices on a regular basis.

Section B – Eligibility

- 1) Employees shall be all full-time and part-time employees, excluding department directors.
- 2) Performance shall be considered “above and beyond” those outside the normal confines of the position and also require written or verbal recommendations that have been shown from sources as outlined herein.

Section C – Types of Awards

1) P.R.I.D.E. – Public Recognition Involving Dedicated Employees

- a) Recognizes employees whose performance is considered above and beyond the duty required by a job description. Recommendations must be received in writing by employees, citizens, or customers and will be referred from comment cards. In areas where phone calls are accepted, the call must be transcribed. Recognition may be in areas of:
 - i) Customer Service;
 - ii) Teamwork;
 - iii) Initiative;
 - iv) Unsolicited written feedback/Other.
- b) Each department will be responsible for documenting verbal feedback and collecting comment cards for submission to the Human Resources Director.
- c) Comments must be specific and include the situation and action(s) of the employee. General comments such as “Employee provided good customer service” or “Employee is a great team player” will be accepted but will not qualify for the P.R.I.D.E. award, although cards must be forwarded to Human Resources and Directors are encouraged to provide positive verbal recognition for all comments received.
- d) Based on the criteria outlined above, it is the responsibility of the department director to complete the P.R.I.D.E. Feedback Form and

forward with the comment card or other documentation (if applicable) to the Human Resources Director who will coordinate final approval with the City Manager.

- e) Upon approval from the City Manager, or his/her designee, employees will receive a P.R.I.D.E. award certificate, recognition in the City Newsletter, and four (4) hours of recognition leave for each qualifying recommendation.
- f) The City Manager or his/her designee will forward a copy of the P.R.I.D.E. award certificate, along with the original comment card, to Human Resources for the employee's file.
- g) A request to use recognition leave shall be submitted to the City Manager. Recognition leave may be accumulated; however, there will be no cash payment in lieu of use.

2) H.E.R.O. – Humanitarian Efforts Recognized by Others

- a) Recognized by the City Commission, this award is based on any and all single deeds, acts, or events in which an employee not only goes above and beyond the scope of his or her job description but is in some way considered to be of a humanitarian or heroic nature.
- b) Employee actions of a humanitarian or heroic nature that occur outside of actions occurring during working hours.
- c) Recommendations must be specific, in writing, and include the situation and action(s) of the employee.
- d) It is the responsibility of the department director to complete the H.E.R.O. Feedback Form and forward it with documentation, if applicable, to the Human Resources Director who will coordinate final approval with the City Manager. Approved nominees will be recognized with:
 - i) Picture on the City website (with agreement of employee);
 - ii) Press release;
 - iii) Public recognition at a Commission meeting;
 - iv) Recognition in the City Newsletter;
 - v) Eight (8) hours of recognition leave. Recognition leave may be accumulated; however, there will be no cash payment in lieu of use. A request for recognition leave shall be submitted to the employee's immediate supervisor and approved by the City Manager.

RESOLUTION NO. 28 - 2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL AND COMPLIANCE REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of South Bay ("City Commission") has been presented with the Annual Comprehensive Financial Report ("ACFR") and Compliance Report for Fiscal Year ending September 30, 2023; and

WHEREAS, an annual financial audit is required pursuant to Section 218.39, Florida Statutes and Chapter 2, Article VI, Section 2-259 of the City of South Bay's Code of Ordinances entitled, "Independent Annual Audit"; and

WHEREAS, the City Manager is recommending acceptance of the Annual Comprehensive Financial Report and Compliance Report for Fiscal Year ending September 30, 2023; and

WHEREAS, the City Commission desires to accept the recommendation of the City Manager and hereby approves the Annual Comprehensive Financial Report and Compliance Report for Fiscal Year ending September 30, 2023.

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. Acceptance of Report. The City Commission of the City of South Bay hereby accepts the Annual Comprehensive Financial Report and Compliance Report for Fiscal Year ending September 30, 2023, and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 16th day of July 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)

City of South Bay, Florida

Financial Statements

For the Fiscal Year ended September 30, 2023

**City of South Bay, Florida
Financial Statements and Other Financial Information
For The Fiscal Year Ended September 30, 2023**

Table of Contents

	Page Number
Independent Auditor’s Report	1-3
Management’s Discussion and Analysis	4-11
Government-Wide Financial Statements	
Statement of Net Position	12
Statement of Activities	13
Fund Financial Statements	
Balance Sheet – Governmental Funds	14
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of the Net Position	15
Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds	16
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	17
Statement of Net Position – Proprietary Funds	18-19
Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds	20
Statement of Cash Flows – Proprietary Funds	21
Notes to the Financial Statements	22-47
Required Supplementary Information	
Statement of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – General Fund	48
Statement of Revenues, Expenditures, and Changes in Fund Balance – Capital Project Fund	49
Note to Budgetary Comparison Schedule	50
Schedule of Proportionate Share of Net Pension Liability Florida Retirement System	51
Schedule of Contribution Florida Retirement System	52
Schedule of Proportionate Share of Net Pension Liability Health Insurance Subsidy Plan	53

City of South Bay, Florida
Financial Statements and Other Financial Information
For The Fiscal Year Ended September 30, 2023 - Continued

Schedule of Contribution Health Insurance Subsidy Plan	54
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	55-56
Independent Auditor's Report on Compliance for each Major Program and in Internal Control over Compliance Required by the Uniform Guidance and Chapter 10.550, Rule of the Florida Auditor General.....	57-58
Schedule of Expenditures of Federal Award And State Financial Assistance.....	59
Schedules of Findings and Questioned Cost.....	60-61
Independent Auditor's Report on Compliance with Section 215.415, Florida Statutes, Required by Rule 10.556(10) of the Auditor General of the State of Florida.....	62-63
Management Letter in Accordance with Rule of the Auditor General of the State of Florida.....	64-65
Independent Accountant's Report on Compliance with the Requirements of Section 218.415, Florida Statutes, Required by Rule 10.556(10) of the Auditor General Of the State of Florida.....	66

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund information of the City of South Bay, Florida (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of South Bay, Florida, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Florida Retirement System (included in the General fund), which represent .36 percent, .88 percent, and .94 percent, respectively, of the assets, liabilities, and expenses of the City's pension plan as of September 30, 2023, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Fiduciary funds, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Florida Auditor General*. Our responsibilities under those standards and rules are further described in the Auditor's Responsibilities for the Audit of the Financial Statements sections of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550 Rules of the Florida Auditor General will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550 Rules of the Florida Auditor General, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedules related to pension benefits on pages 4–11 and 48–54 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* that

considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 3, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

MANAGEMENT DISCUSSION AND ANALYSIS

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

The purpose of Management's Discussion and Analysis (MD&A) is to provide the readers an overview of financial activities of the City of South Bay's (the "City") for the fiscal year ended September 30, 2023. This information is intended to assist the readers to identify changes in financial statements and help them to make decision or conclude about City's financial position.

The information contained within this MD&A is only a component of the entire financial statement report. The readers should take time to read and evaluate all sections of the financial statements including the footnotes and the other required supplementary information that is provided in addition, to this Management's Discussion and Analysis MD&A section.

Financial Highlights:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows at September 30, 2023 by \$12,847,023 of this amount \$6,371,593 may be used to meet the government's ongoing obligation to citizens and creditors.
- The City's total net position increased by \$1,240,715 or 9% as a result of an increase of \$903,824 in governmental activities and an increase of \$336,891 in business-type activities.
- Governmental activities generated \$5,579,971 in revenues with \$4,676,147 in expenses.
- Business-type activities generated \$987,195 in revenues with \$650,304 in expenses.
- General fund balance increased by \$228,001, as result, the unassigned fund balance was \$2,078,224 or 92% total of fund balances.
- The net position in business type activities increased by \$336,891 due to increase of \$173,681 in the water and sewer fund and an increase of \$163,210 in the sanitation fund.
- At the end of the current fiscal year, the unassigned fund balance for the general fund represented 61% of the total general fund expenditures.

Overview of the Financial Statements

The City's financial statements comprise of three components: 1) government-wide financial statements, 2) financial statements of funds, 3) notes to the financial statements, and 4) other. This report also contains other supplementary information aside to the basic financial statements.

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

1 - The focus of the *government-wide financial statements* is on the overall financial position and activities of the City. The difference between the City's total all assets and deferred outflows of resources, and total liabilities and deferred inflows of resources represents its net position. Although the purpose of the City is not to accumulate net position, over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *government-wide financial statements* provide readers with a broad overview of the City's finances for both its governmental activities and business-type activities which are shown in two statements:

- Statement of Net Position
- Statement of Activities

The Statement of Net Position presents information on all of the City's held assets and liabilities owed by the City.

The Statement of Activities presents the revenues and expenses of the City and the change in net position during current fiscal year. The items presented on the Statement of Activities are measured in a manner similar to the approach used in the private-sector; the revenues are recognized when earned and expenses are reported when incurred.

2 – The focus of the *fund financial statements* is a micronization of specific activities within the City as opposed to the City as a whole. Specific funds are established to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City groups its funds in two categories:

- Governmental Funds
- Proprietary Funds

Governmental fund financial statements consist of a balance sheet statement of revenues and expenditures, and changes in fund balances. These statements are prepared on an accounting basis that is significantly different from that used to prepare the *government-wide financial statements*. The focus of the financial statements is on short-term emphasis. That measures and accounts for cash and other assets that can easily be converted to cash. The major fund in the governmental fund is the General Fund. The City adopts an annual budget for the General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with the annual budget.

Proprietary Funds provide the same type of information as the *government-wide financial statements*, but in more detail. The City presents a separate column for the water and sewer

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

and sanitation funds. The Sanitation Fund charges a fee to customers for the use of services. The Water and Sewer Fund receives an annual fee based on agreement between the City and Palm Beach County Water Utility Department. The basis of accounting of the financial statements is similar to the basis used to prepare the government-wide financial statements.

3 – The notes to the financial statements provide additional information and disclosures that are essential to a full understanding of the data provided in the *government-wide and fund financial statements*.

4- Other Information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The supplementary information such as a comparison includes funding between the City's adopted budget and actual financial results. The City adopts an annual appropriated budget for its governmental funds. The *budgetary comparison statement* has been provided to exhibit compliance with the budget.

Analysis of government-wide financial statements:

City of South Bay, Florida
Condensed Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 5,517,294	\$ 6,282,220	\$5,164,827	\$ 4,859,323	\$ 10,682,121	\$11,141,543
Capital assets	<u>4,953,356</u>	<u>4,435,267</u>	<u>242,319</u>	<u>244,889</u>	<u>5,195,675</u>	<u>4,680,156</u>
Total assets	<u>10,470,650</u>	<u>10,717,487</u>	<u>5,407,146</u>	<u>5,104,212</u>	<u>15,877,796</u>	<u>15,821,699</u>
Current and other liabilities	1,990,810	3,135,898	68,158	65,915	2,058,968	3,201,813
Long-term liabilities outstanding	<u>168,505</u>	<u>174,078</u>	<u>803,300</u>	<u>839,500</u>	<u>971,805</u>	<u>1,013,578</u>
Total liabilities	<u>2,159,315</u>	<u>3,309,976</u>	<u>871,458</u>	<u>905,415</u>	<u>3,030,773</u>	<u>4,215,391</u>
Net position:						
Invested in capital assets						
(net of related debt)	4,859,165	4,347,377	242,319	244,889	5,101,484	4,592,266
Restricted for prepaid items	1,373,946	1,229,113	-	-	1,373,946	1,229,113
Unrestricted	<u>2,078,224</u>	<u>1,831,021</u>	<u>4,293,369</u>	<u>3,953,908</u>	<u>6,371,593</u>	<u>5,784,929</u>
Total net position	<u>\$ 8,311,335</u>	<u>\$ 7,407,511</u>	<u>\$4,535,688</u>	<u>\$ 4,198,797</u>	<u>\$ 12,847,023</u>	<u>\$11,606,308</u>

A significant portion of the City's net position (39.7%) reflect its investment in capital assets (e.g. lands, infrastructure, buildings and equipment) less any debt related to those assets that are still outstanding. The City uses these capital assets to provide services to citizens; accordingly, these assets are not available for future spending. Although the City's investment in its capital assets

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources. Since the capital assets themselves cannot be sold to liquidate these liabilities.

An additional portion of the City's net position (10.7%) represents resources that are subject to restriction on how they may be used.

The net position increased from \$11,606,308 to \$12,847,023 as a result of a net increase of \$336,891 in business-type and a increase of \$903,824 in the governmental activities fund groups.

Expenses and Revenues – Governmental Activities:

Net position increases or decreases over time serve as a useful indicator of the government's financial position. Net position in governmental activities increased by \$903,824 in the current year, while the net position in prior year decreased by \$169,321. Revenues in governmental activities including transfers in, increased by \$1,392,619 when the expenditures increased by \$319,474 in fiscal year 2023.

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

City of South Bay, Florida Change in Net Position						
	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charge for services	\$ 56,871	\$ 57,727	\$ 696,725	\$ 700,374	\$ 753,596	\$ 758,101
Operating grant and contribution	2,636,797	1,420,539	-	-	2,636,797	1,420,539
General revenues:						
Property taxes	544,846	470,305	-	-	544,846	470,305
Franchise and taxes	806,438	743,793	-	-	806,438	743,793
Other taxes	1,125,772	1,193,520	-	-	1,125,772	1,193,520
Other	<u>320,797</u>	<u>210,367</u>	<u>290,470</u>	<u>183,219</u>	<u>611,267</u>	<u>393,586</u>
Total revenues	<u>5,491,521</u>	<u>4,096,251</u>	<u>987,195</u>	<u>883,593</u>	<u>6,478,716</u>	<u>4,979,844</u>
Expenses:						
General government	2,438,272	1,946,819	-	-	2,438,272	1,946,819
Public safety	233,593	227,028	-	-	233,593	227,028
Highway and street	1,241,651	1,868,608	-	-	1,241,651	1,868,608
Culture and recreation	762,594	313,346	-	-	762,594	313,346
Water and sewer	-	-	3,570	3,570	3,570	3,570
Sanitation	-	-	558,284	528,587	558,284	528,587
Interest on long term debt	<u>37</u>	<u>872</u>	<u>-</u>	<u>-</u>	<u>37</u>	<u>872</u>
Total expenses	<u>4,676,147</u>	<u>4,356,673</u>	<u>561,854</u>	<u>532,157</u>	<u>5,238,001</u>	<u>4,888,830</u>
Increase (decrease) in net assets before transfer in (out)	815,374	(260,422)	425,341	351,436	1,240,715	91,014
Transfer in /(out)	<u>88,450</u>	<u>91,101</u>	<u>(88,450)</u>	<u>(91,101)</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net position	903,824	(169,321)	336,891	260,335	1,240,715	91,014
Net position at beginning of year	<u>7,407,511</u>	<u>7,576,832</u>	<u>4,198,797</u>	<u>3,938,462</u>	<u>11,606,308</u>	<u>11,515,294</u>
Net position at end of year	<u>\$8,311,335</u>	<u>\$7,407,511</u>	<u>\$ 4,535,688</u>	<u>\$ 4,198,797</u>	<u>\$ 12,847,023</u>	<u>\$ 11,606,308</u>

The net position in business-type activities increased by \$336,891 in the current year, when the prior year's net position increased by \$260,335. The revenues in business-type increased by \$103,602 when the expenditures increased by \$27,046.

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

Discussion of Major Funds

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds – The City's governmental funds focus on providing information on short-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the primary operating account for all unrestricted operating expenditures of the City. Revenues aggregated to \$3,658,050 including a transfer in the amount of \$88,450. While expenditures totaled \$3,430,049, resulting in a \$228,001 increase in the fund balance at year end.

Proprietary Funds – The *Water & Sewer Fund* and Sanitation Fund are identified as major proprietary funds and report the operating income and change in net position.

Total proprietary funds revenue for service charges and other sources totaled \$987,195. The total expenditures totaled \$650,304 including a transfer out of \$88,450 to the General Fund resulting in \$336,891 increase in net position.

General Fund Budgetary Highlights

General Fund operations had a positive variance of \$228,001, when the actual revenues including other financing sources were \$75,746 more than the final budget. Actual expenditures were less than the final appropriation by \$152,255. Budget amendments were done throughout the year to make funds available for unexpected expenditures as well as to realign funding changes in each department.

Capital Assets

The City's capital assets (net of accumulated depreciation) as of September 30, 2023, amounted to \$5,195,675 showing an increase of \$515,519 from the prior year. The increase was primarily due to street improvement expenses in the amount of \$1,256,938. Additional information on the City's assets can be found in NOTE 4, Capital assets.

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

City of South Bay, Florida Capital Assets						
	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 293,523	\$ 293,523	\$ 212,927	\$ 212,927	\$ 506,450	\$ 506,450
Construction in Progress	332,501	437,801	-	-	332,501	437,801
Buildings and improvements	727,191	727,191	-	-	727,191	727,191
Utility plant and systems	-	-	128,521	128,521	128,521	128,521
Improvements other than buildings and roads	1,286,022	1,286,022	-	-	1,286,022	1,286,022
Lease (Right-of-use-asset)	60,524	60,524	-	-	60,524	60,524
Infrastructure	14,060,728	12,803,790	-	-	14,060,728	12,803,790
Equipment and machinery	<u>993,350</u>	<u>1,141,055</u>	<u>-</u>	<u>-</u>	<u>993,350</u>	<u>1,141,055</u>
Total	17,753,839	16,749,906	341,448	341,448	18,095,287	17,091,354
Accumulated depreciation	<u>(12,800,483)</u>	<u>(12,314,639)</u>	<u>(99,129)</u>	<u>(96,559)</u>	<u>(12,899,612)</u>	<u>(12,411,198)</u>
Total capital assets, net	<u>\$ 4,953,356</u>	<u>\$ 4,435,267</u>	<u>\$ 242,319</u>	<u>\$ 244,889</u>	<u>\$ 5,195,675</u>	<u>\$ 4,680,156</u>

Long-Term Debt

At the end of the current fiscal year, the City had a total of \$1,008,005 in revenue bonds, capital leases and compensated absences outstanding as compared to \$1,050,945 last year, noting a decrease of \$42,940. The City's obligations are secured by various revenue sources and capital assets.

City of South Bay, Florida Bonded Debt, Notes and Loan Payable, and Capital leases						
	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues bonds	\$ -	\$ -	\$ 839,500	\$ 874,000	\$ 839,500	\$ 874,000
Capital Leases	-	2,867	-	-	-	2,867
Compensated absences	<u>168,505</u>	<u>174,078</u>	<u>-</u>	<u>-</u>	<u>168,505</u>	<u>174,078</u>
Total	<u>\$ 168,505</u>	<u>\$ 176,945</u>	<u>\$ 839,500</u>	<u>\$ 874,000</u>	<u>\$ 1,008,005</u>	<u>\$ 1,050,945</u>

City of South Bay, Florida
Management's Discussion and Analysis
September 30, 2023

Economic Factors and Outlook for the Future

The City's economic environment is dependent on Palm Beach County's and the State of Florida's economic activities which are impacted by the City's sources of revenue. Other economic factors such as a weak economy, unemployment, commodities prices, growth and any new legislative bill and proposal may have a significant impact on the City's operations. City of South Bay has been fortunate to be located in an area with the opportunity to annex lands, which could be utilized for future development, additional employment opportunities and increases in property valuations and revenues.

The City primarily relies on various taxes levied by the state (sales and utilities) as well as franchise and other business tax receipts for governmental activities. The governmental fund budget has kept operational spending fairly unchanged. The City's elected officials consider many factors and establish goals, and priorities when adopting the annual budget each year. Improvements to roads will be funded by grants' monies that are expected to be received during 2023-2024 fiscal year.

Effective October 1, 2006, the fire rescue services was transferred to Palm Beach County Fire Rescue MSTU (municipal service tax unit). In accordance with this agreement, the City's property owners \$3.4581 mills of \$1,000 of taxable value are maintained by Palm Beach County and the City's millage rate remains at 6.3089. The property values have begun to stabilize and an increase of 15.1% is projected for the fiscal year 2023-2024.

Request for Information

The financial report is designed to provide a general overview of the City's finances to its citizens, taxpayers, customers, creditors and investors, to demonstrate the City's accountability to the aforementioned. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Finance Department, 335 S.W. 2nd Avenue, South Bay, FL 33493. Additional information is also available on the City's website.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

City of South Bay, Florida
Statement of Net Position
September 30, 2023

	Governmental Activities	Business-Type Activities	Total
Assets:			
Cash and cash equivalents	\$ 3,610,827	\$ 3,496,016	\$ 7,106,843
Accounts receivable (net of allowances for uncollectible accounts)	83,731	129,961	213,692
Due from government	1,033,628	-	1,033,628
Lease receivable	77,709	-	77,709
Prepaid items	20,636	-	20,636
Due from other funds	-	678,085	678,085
Restricted assets:			
Cash and cash equivalents	117,362	21,445	138,807
Investments	-	812,656	812,656
Capital assets	4,953,356	242,319	5,195,675
Other assets	549,151	26,664	575,815
Total assets	<u>10,446,400</u>	<u>5,407,146</u>	<u>15,853,546</u>
Deferred outflows:			
Deferred outflows-pension	24,250	-	24,250
Total deferred outflows	<u>24,250</u>	<u>-</u>	<u>24,250</u>
Liabilities:			
Accounts payable	343,493	10,753	354,246
Accrued liabilities	20,174	-	20,174
Compensated absences	168,505	-	168,505
Unearned revenue	752,908	-	752,908
Due to other funds	678,085	-	678,085
Payable from restricted assets:			
Interest payable	-	21,205	21,205
Long-term debt:			
Due within in one year	-	36,200	36,200
Due in more than one year	-	803,300	803,300
Net pension liability	102,376	-	102,376
Total liabilities	<u>2,065,541</u>	<u>871,458</u>	<u>2,936,999</u>
Deferred inflows:			
Leases	77,709	-	77,709
Deferred inflows-pension	16,065	-	16,065
Net Position:			
Invested in capital assets, net of related debt	4,859,165	242,319	5,101,484
Restricted for:			
Prepaid items	20,636	-	20,636
Capital projects	1,353,310	-	1,353,310
Unrestricted	2,078,224	4,293,369	6,371,593
Total net position	<u>\$ 8,311,335</u>	<u>\$ 4,535,688</u>	<u>\$ 12,847,023</u>

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Activities
For the Fiscal Year Ended September 30, 2023

	Expenses	Charges for Services	Operating/Capital Grants and Contributions	Governmental Activities	Business- Type Activities	Total
Governmental activities:						
General government	\$ 2,438,272	\$ -	\$ 1,033,617	\$ (1,404,655)	\$ -	\$ (1,404,655)
Public safety	233,593	-	-	(233,593)	-	(233,593)
Highways and streets	1,241,651	56,871	1,154,094	(30,686)	-	(30,686)
Culture and recreation	762,594	-	449,086	(313,508)	-	(313,508)
Interest	37	-	-	(37)	-	(37)
Total governmental activities	<u>4,676,147</u>	<u>56,871</u>	<u>2,636,797</u>	<u>(1,982,479)</u>	<u>-</u>	<u>(1,982,479)</u>
Business-type activities:						
Water and sewer	3,570	-	-	-	(3,570)	(3,570)
Sanitation	<u>558,284</u>	<u>696,725</u>	<u>-</u>	<u>-</u>	<u>138,441</u>	<u>138,441</u>
Total business-type activities	<u>561,854</u>	<u>696,725</u>	<u>-</u>	<u>-</u>	<u>134,871</u>	<u>134,871</u>
Total governmental	<u>\$ 5,238,001</u>	<u>\$ 753,596</u>	<u>\$ 2,636,797</u>	<u>(1,982,479)</u>	<u>134,871</u>	<u>(1,847,608)</u>
General revenue:						
Taxes:						
Ad Valorem				544,846	-	544,846
Franchise and other taxes				806,438	-	806,438
Sales taxes				604,343	-	604,343
State revenue sharing				245,869	-	245,869
Payment in lieu of taxes				275,560	-	275,560
Occupational licenses and permits				138,400	-	138,400
Investment earnings				96,465	115,863	212,328
Other				85,932	174,607	260,539
Interfund transfers				88,450	(88,450)	-
Total general revenues				<u>2,886,303</u>	<u>202,020</u>	<u>3,088,323</u>
Change in net position				903,824	336,891	1,240,715
Net position, beginning of year				<u>7,407,511</u>	<u>4,198,797</u>	<u>11,606,308</u>
Net position, end of year				<u>\$ 8,311,335</u>	<u>\$ 4,535,688</u>	<u>\$ 12,847,023</u>

See accompanying notes to financial statements.

FUND FINANCIAL STATEMENTS

City of South Bay, Florida
Balance Sheet
Governmental Funds
September 30, 2023

	<u>Major Fund</u> <u>General</u> <u>Fund</u>	<u>Nonmajor Fund</u> <u>Capital</u> <u>Projects</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
Assets:			
Cash and cash equivalents	\$ 2,956,907	\$ 653,920	\$ 3,610,827
Accounts receivable (net of allowances for uncollectible)	83,731	-	83,731
Due from government	82,599	951,029	1,033,628
Lease receivable	77,709	-	77,709
Prepaid items	20,636	-	20,636
Other assets	549,151	-	549,151
Restricted assets:			
Cash and cash equivalents	117,362	-	117,362
Total assets	<u>\$ 3,888,095</u>	<u>\$ 1,604,949</u>	<u>\$ 5,493,044</u>
Liabilities and fund balances:			
Liabilities:			
Accounts payable	\$ 91,854	\$ 251,639	\$ 343,493
Accrued liabilities	20,174	-	20,174
Unearned revenue	752,908	-	752,908
Due to other funds	678,085	-	678,085
Total liabilities	<u>1,543,021</u>	<u>251,639</u>	<u>1,794,660</u>
Leases	<u>77,709</u>	<u>-</u>	<u>77,709</u>
Fund balances:			
Non-spendable:			
Prepaid items	20,636	-	20,636
Restricted for:			
Capital projects	-	1,353,310	1,353,310
Committed to:			
Compensated absences	168,505	-	168,505
Unassigned	<u>2,078,224</u>	<u>-</u>	<u>2,078,224</u>
Total fund Balances	<u>2,267,365</u>	<u>1,353,310</u>	<u>3,620,675</u>
Total liabilities and fund balances	<u>\$ 3,888,095</u>	<u>\$ 1,604,949</u>	<u>\$ 5,493,044</u>

See accompanying notes to financial statements.

City of South Bay, Florida
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
Governmental Funds
September 30, 2023

Fund Balance – Total Governmental Funds	\$	3,620,675
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds balance sheet

4,953,356

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.

Compensated absences	\$	(168,505)
Pension liabilities		(94,191)

(262,696)

Total net position – Governmental Activities

\$ 8,311,335

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended September 30, 2023

	<u>Major Fund</u> <u>General</u> <u>Fund</u>	<u>Nonmajor</u> <u>Capital</u> <u>Projects</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
Revenues:			
Taxes and franchise fees	\$ 1,351,284	\$ -	\$ 1,351,284
Licenses and permits	138,400	-	138,400
Intergovernmental	831,840	293,932	1,125,772
Grants	1,033,617	1,603,180	2,636,797
Charges for services	56,871	-	56,871
Fines and forfeitures	5,080	-	5,080
Rents	43,367	-	43,367
Investment earnings	71,656	24,809	96,465
Miscellaneous revenues	37,485	-	37,485
Total revenues	<u>3,569,600</u>	<u>1,921,921</u>	<u>5,491,521</u>
Expenditures:			
Current:			
General government	2,345,144	40,945	2,386,089
Public safety	233,593	-	233,593
Highways and streets	535,333	1,281,328	1,816,661
Culture and recreation	195,412	441,186	636,598
Capital outlay	117,663	-	117,663
Debt services:			
Principal	2,867	-	2,867
Interest	37	-	37
Total expenditures	<u>3,430,049</u>	<u>1,763,459</u>	<u>5,193,508</u>
Other financing sources:			
Operating transfer in	88,450	-	88,450
Total other financing sources:	<u>88,450</u>	<u>-</u>	<u>88,450</u>
Net change in fund balance	228,001	158,462	386,463
Fund balances, beginning of year	<u>2,039,364</u>	<u>1,194,848</u>	<u>3,234,212</u>
Fund balances, end of year	<u>\$ 2,267,365</u>	<u>\$ 1,353,310</u>	<u>\$ 3,620,675</u>

See accompanying notes to financial statements.

City of South Bay, Florida
Reconciliation of the Statement of Revenues,
Expenditures and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
Governmental Funds
For the Fiscal Year Ended September 30, 2023

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance – total governmental funds	\$ 386,463
Governmental fund report capital outlay as expenditures. However, in the statement of the activities the cost of those assets is depreciated over their estimated useful lives:	
Expenditures for capital assets	1,374,601
CIP reclassification	(105,300)
Current year depreciation	(751,212)
The repayment of principal reduces long-term liabilities and is not reported in the statement of the activities, but the repayment is reported as expenditures in the governmental funds.	
Some expenses reported in the government wide statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental fund:	
	2,867
Compensated absences	5,573
Pension expense	(9,168)
Change in net position of governmental activities	<u><u>\$ 903,824</u></u>

See accompanying notes to financial statements.

PROPRIETARY FUNDS FINANCIAL STATEMENTS

City of South Bay, Florida
Statement of Net Position
Proprietary Funds
September 30, 2023

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Assets			
Current assets:			
Cash and cash equivalents	\$ 974,755	\$ 2,521,261	\$ 3,496,016
Accounts receivable, net	22,398	107,563	129,961
Due from other funds	678,085	-	678,085
Restricted assets			
Cash and cash equivalents	21,445	-	21,445
Total current assets	1,696,683	2,628,824	4,325,507
Non-current assets:			
Restricted assets			
Investments	812,656	-	812,656
Capital assets			
Property, net	242,319	-	242,319
Other assets	26,664	-	26,664
Total non-current assets	1,081,639	-	1,081,639
Total assets	\$ 2,778,322	\$ 2,628,824	\$ 5,407,146

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Net Position
Proprietary Funds
September 30, 2023

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Liabilities and net assets			
Liabilities:			
Current liabilities			
Accounts payable	\$ -	\$ 10,753	\$ 10,753
Total current liabilities	-	10,753	10,753
Current liabilities payable from restricted assets:			
Interest payable	21,205	-	21,205
Current portion of bond payable	36,200	-	36,200
Total current liabilities payable from current restricted assets	57,405	-	57,405
Non-current liabilities:			
Long-term portion of bond payable	803,300	-	803,300
Total non-current liabilities	803,300	-	803,300
Total liabilities	860,705	10,753	871,458
Net position:			
Invested in capital assets	242,319	-	242,319
Unrestricted	1,675,298	2,618,071	4,293,369
Total net position	\$ 1,917,617	\$ 2,618,071	\$ 4,535,688

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2023

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Operating revenues:			
Charges for services	\$ -	\$ 696,725	\$ 696,725
Municipal fee	174,607	-	174,607
Total operating revenues	174,607	696,725	871,332
Operating expenses:			
Contractual services	-	550,974	550,974
Other services and charges	3,570	7,310	10,880
Total operating expenses	3,570	558,284	561,854
Operating income	171,037	138,441	309,478
Non-operating revenues:			
Investment earnings	22,644	93,219	115,863
Total non-operating revenues	22,644	93,219	115,863
Income before transfers out	193,681	231,660	425,341
Transfers out	(20,000)	(68,450)	(88,450)
Change in net position	173,681	163,210	336,891
Net position, beginning of year	1,743,936	2,454,861	4,198,797
Net position, end of year	\$ 1,917,617	\$ 2,618,071	\$ 4,535,688

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2023

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Cash flows from operating activities:			
Receipts from customers and users	\$ 177,894	\$ 697,642	\$ 875,536
Payments to suppliers	(1,000)	(556,885)	(557,885)
Net cash provided by operating activities	176,894	140,757	317,651
Cash flows from capital and related financing activities:			
Principal paid	(34,500)	-	(34,500)
Net cash (used in) capital and related financing activities	(34,500)	-	(34,500)
Cash flows from non-capital and related financing activities:			
Transfers out to other funds	(20,000)	(68,450)	(88,450)
Net cash (used in) non-capital and related financing activities	(20,000)	(68,450)	(88,450)
Cash flows from investing activities:			
Interest received	22,643	93,219	115,862
Decrease in investment	34,442	-	34,442
Net cash provided by investing activities	57,085	93,219	150,304
Net increase in cash	179,479	165,526	345,005
Cash and cash equivalents at beginning of year	795,276	2,355,735	3,151,011
Cash and cash equivalents at end of year	<u>\$ 974,755</u>	<u>\$ 2,521,261</u>	<u>\$ 3,496,016</u>
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	\$ 171,037	\$ 138,441	\$ 309,478
Adjustment to reconcile operating income to net cash provided by operating activities:			
Depreciation	2,570	-	2,570
Changes in assets and liabilities:			
Decrease in accounts receivable	3,287	917	4,204
Increase in accounts payable	-	1,399	1,399
Total adjustments	5,857	2,316	8,173
Net cash provided by operating activities	<u>\$ 176,894</u>	<u>\$ 140,757</u>	<u>\$ 317,651</u>

See accompanying notes to financial statements.

NOTES TO THE FINANCIAL STATEMENTS

City of South Bay, Florida
Notes to Financial Statements
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The City of South Bay, Florida (the "City") is a municipality within the legal and geographic boundaries of Palm Beach County, Florida, incorporated in October 1963 pursuant to Chapter 166, Florida Statutes. It is an instrumentality of the State of Florida established to carry on a centralized municipal government. The City Commission ("Commission") is responsible for the legislative and fiscal control of the City. A City Manager and Treasurer are appointed by the Commission and are responsible for the administrative and fiscal control of the City's resources maintained in the funds and account groups described below.

The basic financial statements of the City have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") as applied to governmental units. The Governmental Accounting Standard Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the City's accounting policies are described below:

(a) Reporting Entity

The financial statements were prepared in accordance with the Governmental Accounting Standards Board that establishes standards for defining and reporting on the financial reporting entity. The financial reporting entity is defined based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consists of the City, organizations for which the City is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City is financially accountable for a component unit if the City appoints a voting majority of the organization's governing board, and if the City is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the City. Based upon the application of these criteria, management has determined that there are no other organizations that met the criteria described above.

(b) The Government-Wide and Fund Financial Statements

The government-wide financial statements (the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental Revenues, are reported separately from business-type activities, which rely to a significant extent, on fees and charges for support.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include the following: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as *general revenues instead*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. In fiscal year ended September 30, 2023, there are no remaining governmental funds to be aggregated and reported as non-major funds.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, a reconciliation is presented on the page following each statement, which briefly explains the adjustments necessary to reconcile the fund-based financial statements to the governmental activities column of the government-wide presentation. The City applies eligible expenses against available restricted resources before the use of unrestricted resources.

(c) Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements and the proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Regardless of the timing of related cash flow revenues are recorded when earned and expenses are recorded when a liability is incurred.

Grants and similar items are recognized as revenues as soon as all eligible requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Ad valorem taxes and charges for services are susceptible to accrual when collected in the current year or within 60 days subsequent to year end, provided that amounts received pertain to billings through the fiscal year ended. Intergovernmental revenue and utility service taxes are recorded in

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

accordance with their legal or contractual requirements, if collected in the current period or within 30 days after year end. Interest is recorded when earned. Licenses, permits, fines, forfeitures, and miscellaneous revenue are recorded as revenue when received in cash because they are generally not measurable until actually received. Occupational license revenue collected in advance of periods to which they relate is recorded as deferred revenue.

Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except that principal and interest on long-term obligations are reported only when due in conformity with GAAP.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989 generally are followed in both governmental-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private sector guidance.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services, producing and delivering of goods in connection with a proprietary fund's principal operations; in the case of the City, water and sewer revenues include the charges to customers for sales and services. Operating expenses for water and sanitation include the cost of providing these services the depreciation on capital assets, and the associated administrative costs. All revenue and expenses not meeting this definition are reported as *non-operating revenues and expenses*.

Major Funds and Basis Presentation

Generally Accepted Accounting Principles in the United States of America set forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City electively records funds as major funds which either have significant outstanding debt proceeds or a specific community focus.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes, state and federal distributions, grants and other intra-governmental revenue. The general operating expenditures, fixed

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

charges, and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Water and Sewer Fund* accounts for the activities related to providing water and sewer services to the City's residents.

The *Sanitation Fund* accounts for activities related to solid waste, trash, and mosquito control services, which are provided to the City's residents.

(d) Assets, Liabilities and Net Assets or Equity:

(1) Cash and Cash Equivalents

All of the City's deposits are held in qualified public depositories pursuant to Florida Statutes, Chapter 280. City deposits include cash on hand, time and demand deposits, cash held with fiscal agent. City maintains a cash and investment pool that is available for use of all funds. Interest earned on pooled cash and investments is allocated to each of the funds based on the fund's average equity balance. The City's cash and investment pool allows individual funds, at any time, to deposit additional cash or make withdrawals without prior notice or penalty. Cash and cash equivalents reported in the government-wide financial statements include cash on hand, all highly liquid deposits, and investments with maturities of three month or less as of the purchase.

(2) Unbilled Accounts Receivable

Proprietary funds recognize revenue on the monthly cycle billing basis to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year, with respect to services provided but not billed at fiscal year end. It is the policy of the City to accrue Water and Sewer and Sanitation Funds unbilled revenue at year end.

(3) Accounts Receivable

The City's accounts receivables are presented in the financial statements net of allowances for uncollectible accounts.

(4) Allowances for Doubtful Accounts

Accounts receivable are written off on an individual basis in the year the City deems them uncollectible. Allowances for doubtful accounts have been provided for those accounts where collectability appears to be doubtful.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(5) Investments

The City's investments for all funds are carried at fair value based on quoted market prices. Investments consist of U.S Government time deposit securities. Purchases and sales of investments are recorded on the trade dates. Net realized gains and losses on sales of investments are reflected in current operating results as earnings.

(6) Restricted Assets and Reserves

Pursuant to various revenue bond indenture agreements, specific enterprise fund assets are required to be segregated as to use and, are, therefore, identified as restricted assets. For certain restricted assets, offsetting reserves have been established by charges to retained earnings.

(7) Grants from Government Agencies

Certain grants, under the various federal and state programs, are included in the general fund. Grant monies, if and when received, are disbursed by these funds for goods and services as prescribed under the respective grant programs or are transferred to other City funds for ultimate distribution under the terms of the grants. These programs are dependent on financial assistance by the state and federal governments.

(8) Capital Assets

Capital asset acquisitions are recorded as expenditures in the governmental fund financial statements. Such assets are capitalized at historical cost in the government-wide financial statements for both governmental activities and business-type activities. In the case of gifts or contributions, such assets are recorded at fair market value at the date of receipt. Capital costs which materially extend the useful life of existing properties are capitalized. Net capital assets are defined as assets with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. Interest is capitalized on projects during the construction period based upon average accumulated project expenditures.

Infrastructure assets (bridges, curbs and gutters, streets, lighting and drainage systems and similar assets that are immovable and of value only to the City) are capitalized and reported in the infrastructure category.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

Assets are depreciated using the straight-line method over the following estimated lives:

<u>Asset Type</u>	<u>Life</u>
Building and building improvement	25-50
Improvement other than building and road	20
Infrastructure	50
Equipment and machinery	4-10

Depreciation is charged from the month of acquisition and none in the month of disposal

(9) Compensated Absences

The City accrues for compensated absences in accordance with GASB No. 16, Accounting for Compensated Absences. In the governmental funds, only the portion which would normally be liquidated with expendable available financial resources are accrued; whereas in the government-wide presentations, both the current and long-term portions are reported.

Employees earn 10 to 20 days of vacation and 24 days of sick leave annually. If an employee resigns in good standing or retires, the City pays accrued vacation and accumulated sick leave from 25% to 75% up to a maximum of 60 days.

(10) Deferred and Unearned Revenues

Deferred revenues are recorded for governmental fund receivable that are not yet available. An inflow that does not meet the criteria for revenue recognition, such as occupational licenses collected in advance are recorded as unearned revenues, in both the governmental fund and governmental-wide financial statements.

(11) Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligation are reported as liabilities in the applicable governmental activities, in the business-type activities, or in the proprietary fund type statement of net position. Bonds payable are reported net of the reported net of the applicable premium or discount. These premium and discounts are deferred and amortized over the life of the bonds. Issuance costs are expensed in the year they are incurred.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(12) Lease

Lease contracts that provide the City with control of a non-financial assets, such as land and building for a period of time in excess of twelve months are reported as intangible right to use lease asset with a related lease liability. The lease liability is recorded at the present value of future payments. The tangible right to use a leased asset is recorded for the same amount. Leased assets are amortized over the shorter of the useful life of the asset or the lease term.

(13) Concentration of Credit Risk

Financial instruments which subject the City to credit risk consist primarily of accounts receivable. Concentration of credit risk with respect to accounts receivable is generally diversified due to the large number of utility customers comprising the City's utility customer base. The City requires deposits from its customers and maintains an allowance for potential credit losses.

(14) Property Tax Calendar

Property taxes are levied on October 1 of every year; tax bills are mailed November 1 and are delinquent if not paid by the following March, and Tax certificates are sold for all taxes unpaid in July. The City's tax revenue is collected by the County's tax collector, who then remits to the City, monies collected following a calendar prescribed by law.

(15) Deferred inflows and outflows of Resources

Governmental funds report deferred revenues in connection with receivable for revenues that are not considered to be available to liquidate liabilities of the current period. Furthermore, the governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. Unearned revenues at the government-with level arise only when the City receives resources before it has a legal claim to them.

(16) Use of Estimates

The preparation of financials statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(17) Fund Balance

The City used restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal agreements that prohibit doing this, such as grant agreements requiring dollar for dollar spending.

Additionally the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for the purpose for which amounts in any unrestricted fund balance classifications could be used.

In the fund financial statements, governmental funds report fund classification that comprise a hierarchy based primary on the extent to which the City is bound to constraint on the specific purpose for which amount in those funds can be spent. Amounts restricted to specific purpose are as follows:

- Constraints placed on the use of resources by creditors, grantors, contributors, or law or regulations of the governments, and
- Constraints imposed by law through constitutional provision or enabling legislation.

Amounts that can only be used for specific purpose pursuant to constraint imposed by the City Commissioners through a resolution or an ordinance are classified as *committed fund balances*. Amounts that are constrained by the City's intent to be used for specific purpose, but are neither restricted nor committed, are classified as *assigned fund balances*. Constraints imposed by law through constitutional provision or enabling legislation are classified as *restricted fund balances*. Assignments are made by City's management based on the City Commissioners' direction.

Non-spendable fund balance includes amounts that cannot be spent since they are either (a) not in spendable from or (b) legally or contractually required to be maintained intact. *Unassigned fund balance* represents a fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to a specific purpose within the general fund.

(18) Net Position

Net assets of the government-wide and proprietary funds are categorized as *invested in capital assets*, net of related debt, restricted or unrestricted. *Invested*

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

in capital assets, net of related debt is that portion of net assets that relates to the City's capital assets reduced by the portion of the assets that has been acquired through the use of long-term debt. This amount is offset by any unspent proceeds that are outstanding at fiscal year-end. Restricted net assets are that portion of net assets that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

(19) Budget and Budgetary Accounting

The City prepares an annual operating budget for both the general fund and the special revenues fund which are reflected in these financial statements. The City's budgeting process is based on estimates of revenues and expenditures and requires that all budgets be approved by the City of South Bay's City Commissioners (the "Commissioners") after a public hearing is held. Subsequent amendments to the budget, if any, are approved by the Commissioners.

Budgets are prepared on the same basis of accounting as required for Governmental Fund Types. Expenditures may exceed the approved budget amounts for individual categories as long as the total does not exceed the approved budget. Any remaining fund balances remain with the City each year.

NOTE 2 – Deposits

All of the City's bank deposits are held in qualified public depositories approved by the State Treasurer of the State of Florida and they are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000.

The uninsured balance at September 30, 2023 was \$2,963,140 on bank statements balance less FDIC insurance at that time.

The City's deposit in the Florida Cooperative Liquid Assets Securities Systems (FL Class), a public entity investment trust organized under the laws of the State of Florida, is presented at Net Asset Value (NAV), which reflects fair value. The objectives of FL Class are to generate investment income while maintaining safety and liquidity. There are no restrictions or terms and conditions on the City in redeeming the deposit and the City has no unfunded commitments related to this deposit.

NOTE 3 – INVESTMENTS:

Investments consist of U.S. Government time deposit securities. The table below summarizes the scheduled maturities of the investments at September 30, 2023:

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

	Fair Value of Investments Maturities				
	Less Than One Year	One to Five Years	Six To Ten Years	More Than Ten Years	Total
U.S. Government securities	<u>\$ 33,666</u>	<u>\$ 196,872</u>	<u>\$ 253,935</u>	<u>\$ 328,183</u>	<u>\$ 812,656</u>

On December 12, 1998, the City issued the Second Subordinate Water Revenue Bonds Series 1998 for \$1,339,000 with interest of 4.75% to the U.S. Department of Agriculture, Rural Utilities Service in connection with providing water and sewer services at the correctional facility in the City known as the Off-Site Improvements. Prior to the issuance of the bonds, \$1,338,760 was placed with the U.S. Treasury in time deposit securities to service the bond debt under an agreement for the water and sewer services. The interest rates on the securities range from 3.782% to 5.400%. The annual payments on the bonds are payable from the maturities of these investments.

Credit Risk – The Second Subordinate Water Revenue Bond Series 1998 limits the investments to United States Government or United States Treasury Bonds, certificates, notes, bills, or interest-bearing time deposits with the depositories of the City. The interest derived from such investments or deposits shall accrue as revenue to the general fund of the City, except in the case of special funds for which the City is required by agreement or by law to credit such special funds with interest on the invested balances.

The City has elected to proceed under the alternative investment guideline as set forth in section 218.415 (17) Florida Statutes. The City may invest any surplus public funds in the following:

- (a) The Local Government Surplus Trust Funds, or any intergovernmental investment pools pursuant to the Florida Interlocal Cooperation Act;
- (b) Security and Exchange Commission registered money market funds the highest credit quality rating from a nationally recognized rating agency;
- (c) Interest bearing time deposits or saving accounts in qualified depositories;
- (d) Direct obligation of the U.S. Treasury.

Securities listed in paragraph (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured. The City reports all interest related revenue to investments activities in the respective funds and reports investments at fair value.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 4 – CAPITAL ASSETS

Changes in capital assets of the City as of September 30, 2023, are shown below:

	Balance 9/30/2022	Increases	Decreases	Balance 9/30/2023
<u>Governmental Activities:</u>				
Capital assets not being depreciated				
Land	\$ 293,523	\$ -	\$ -	\$ 293,523
Construction in progress	437,801	-	(105,300)	332,501
Total capital assets, not being depreciated	731,324	-	(105,300)	626,024
Capital assets, being depreciated				
Buildings and improvements	727,191	-	-	727,191
Improvement other than buildings and roads	1,286,022	-	-	1,286,022
Lease (Right-of-use-asset)	60,524	-	-	60,524
Infrastructure	12,803,790	1,256,938	-	14,060,728
Equipment and machinery	1,141,055	117,663	265,368	993,350
Total capital assets being depreciated	16,018,582	1,374,601	265,368	17,127,815
Less accumulated depreciation for:				
Buildings and improvements	668,703	12,061	-	680,764
Improvement other than buildings and roads	402,739	110,410	-	513,149
Lease (Right-of-use-asset)	60,524	-	-	60,524
Infrastructure	10,351,480	524,025	-	10,875,505
Equipment and machinery	831,193	104,716	265,368	670,541
Total accumulated depreciation	12,314,639	751,212	265,368	12,800,483
Total capital assets being depreciated, net	3,703,943	623,389	-	4,327,332
Governmental activities capital assets, net	\$ 4,435,267	\$ 623,389	\$ (105,300)	\$ 4,953,356
	Balance 9/30/2022	Increases	Decreases	Balance 9/30/2023
<u>Business-Type Activities:</u>				
Capital assets not being depreciated				
Land	\$ 212,927	\$ -	\$ -	\$ 212,927
Total capital assets, not being depreciated	212,927	-	-	212,927
Capital assets being depreciated:				
Utility plant and systems	128,521	-	-	128,521
Total capital assets being depreciated	128,521	-	-	128,521
Total accumulated depreciation	96,559	2,570	-	99,129
Total capital assets being depreciated, net	31,962	(2,570)	-	29,392
Business-type activities capital assets, net	\$ 244,889	\$ (2,570)	\$ -	\$ 242,319

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 4 – CAPITAL ASSETS (Continued):

Depreciation expense was charged to functions of the government as follows:

Governmental activities

General government	\$ 48,588
Highway and streets	576,628
Culture and recreation	<u>125,996</u>

Total depreciation expense – governmental activities \$ 751,212

NOTE 5 – LONG TERM DEBT:

Long-term debt activities for the year ended September 30, 2023, are shown below:

	<u>Balance</u> <u>9/30/2022</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>9/30/2023</u>
<u>Governmental activities:</u>				
Capital lease obligation	\$ 2,867	\$ -	\$ 2,867	\$ -
Compensated absences	<u>174,078</u>	<u>-</u>	<u>5,573</u>	<u>168,505</u>
Total governmental activities	<u>\$ 176,945</u>	<u>\$ -</u>	<u>\$ 8,440</u>	<u>\$ 168,505</u>
<u>Business-type activities:</u>				
Bond payable	\$ 874,000	\$ -	\$ 34,500	\$ 839,500
Total business-type activities	<u>874,000</u>	<u>-</u>	<u>34,500</u>	<u>839,500</u>
Total long-term debt	<u>\$ 1,050,945</u>	<u>\$ -</u>	<u>\$ 42,940</u>	<u>\$ 1,008,005</u>

Long-Term Debt of Business type Activities:

Subordinate bonds were issued by the City to finance the cost of construction and erection of extensions and improvements to the City's water and sewer system. The revenues from the water and sewer system, certain excise taxes are the City's guaranteed entitlement to revenue sharing trust funds, and all other money derived from sources other than ad valorem taxation are pledged as security for the bonds. The maturities of outstanding debt are summarized as follows:

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 5 – LONG TERM DEBT (Continued):

Bond Series 1998 Second Subordinate Water Revenue:

<u>Fiscal year of Maturity</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 36,200	\$ 39,876	\$ 76,076
2025	37,900	38,157	76,057
2026	39,700	36,356	76,056
2027	41,600	34,471	76,071
2028	43,500	32,495	75,995
2029 - 2033	250,800	129,419	380,219
2034 - 2038	316,300	63,925	380,225
2039	73,500	3,491	76,991
Total	<u>\$ 839,500</u>	<u>\$ 378,190</u>	<u>\$ 1,217,690</u>

Change during fiscal year:

Outstanding October 1, 2022

\$ 874,000

Retired

(34,500)

Outstanding September 30, 2023

\$ 839,500

Due within one year

\$ 36,200

Due in more than one year

803,300

\$ 839,500

The interest rate is 4.75% on the Second Subordinate Bonds Series 1998.

NOTE 6 – COMPENSATED ABSENCES

From 10 to 20 days of vacation and 24 days of sick leave can be earned by employees annually. If an employee resigns in good standing or retires, the City pays accrued vacation and from 25% to 75% of accumulated sick leaves up to a maximum of 60 days.

The change in compensated absences during the year is as follows:

	<u>Governmental Activities</u>
Balances at October 1, 2022	\$ 174,078
Decrease	(5,573)
Balance at September 30, 2023	<u>\$ 168,505</u>

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 7 – LEASE:

Effective October 1, 2021, the City implemented the Governmental Accounting Standard Board Statement 87 (GASB 87), *Lease*. Restatement for the implementation of GASB 87 as of October 1, 2021 was deemed insignificant.

- 1- The City has entered into a lease agreement with a non-profit organization to lease a building for one year and it may extend for a period of two additional one year term.
- 2- The City has entered into a lease agreement with a radio station which allows the use of City's land for a transmission tower site. The agreement includes six (6) five (5) year extension terms after the initial term. The lease increase by 3% over the lease payment during the previous year.

Year End 9/30:	Building		Tower		Total
	Principal	Interest	Principal	Interest	
2024	\$ 9,253	\$ 349	\$ 15,952	\$ 480	\$ 25,205
2025	3,173	28	16,431	495	19,604
2026	-	-	16,924	510	16,924
2027	-	-	15,976	443	15,976
	<u>\$ 12,427</u>	<u>\$ 377</u>	<u>\$ 65,283</u>	<u>\$ 1,929</u>	<u>\$ 77,709</u>

NOTE 8 - FLORIDA RETIREMENT SYSTEM

General Information - In accordance with Ordinance 15-2010 dated October 19, 2010, the City established Florida Retirement System (FRS) Investment Plan for the City Commissioners and the appointed officers (defined contribution plan). As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employers defined benefit plans administered by the Florida Department of Management Services. First is Division of Retirement, including the FRS Pension Plan ("Pension Plan"), and the second is Retiree Health Insurance Subsidy ("HIS Plan"). Under Section 121.4501, Florida Statutes, the FRS also provides a defined contribution plan ("Investment Plan") alternative to the FRS Pension Plan, which is administered by the State Board of Administration ("SBA"). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, City government, district school board, state university, community college, participating city or special district in Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S,

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM(Continued):

Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information from FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the following Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan Description – The Pension Plan is a cost-sharing, multiple-employer defined contribution plan with a Deferred Retirement Option Program (“DROP”) for eligible employees.

Benefits Provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, regular class members who retire at or after age 62, with at least six years of credited service or 30 years of service regardless of age, are entitled to a retirement benefit payable monthly for life. This payment is equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before the age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service, or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life. The payment is equal to 2.0% of their final average compensation based on the five highest years of salary each year of credited service. Elected Officers’ class members who retire at or after age 62, with at least six years of credited service or 30 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of credited service.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM(Continued):

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service and normal retirement to age increased to 65 or 33 years of service regardless of age members, Senior Management Service members, and Elected Officers' class members. The normal age increased to 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Finally, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011 and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent, determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with FRS employer for 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Contributions – The Florida legislative establishes rates for participating employers and employees. Contribution rates during the 2022-2023 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer</u>
Regular	3.00%	11.91%
Special Risk	3.00%	27.83%
DROP	3.00%	18.60%
Senior Management Service	3.00%	31.57%
Elected Officers	3.00%	57.00%

The City's contributions, including employee contributions, to the Pension Plan totaled \$13,334 for the fiscal year ended September 30, 2023.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2023, the City reported a liability of \$89,959 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's 2021-2022 fiscal year contributions relative to the 2022-2023 fiscal year contributions of all participating members. At June 30, 2023, the City's proportionate share was .000225762 percent, which was a decrease of .000016342 percent from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the City recognized pension expense in amount of \$12,487. In addition the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 8,446	\$ -
Change in assumptions	5,864	-
Net difference between projected and actual earnings on pension plan investments	3,757	-
Change in proportion and differences between City pension plan contributions and proportionate share of contributions	4,503	13,478
City pension plan contributions Subsequent to the measurement date	1,602	-
Total	<u>\$ 24,172</u>	<u>\$ 13,478</u>

The deferred outflows of resources related to the Pension Plan, totaling \$1,602 and resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources, related to the Pension Plan, will be recognized in pension expense as follows:

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

Fiscal Year Ending September 30,	Amount
2024	\$ (2,780)
2025	(4,211)
2026	(3,234)
2027	(894)
2028	(373)
Thereafter	20,584
Total	\$ 9,092

Actuarial Assumptions – The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions. The assumptions were applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2023 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but it instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class, are summarized in the following table:

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed Income	19.8%	4.5%	4.4%	3.4%
Global Equity	54.0%	8.7%	7.1%	18.1%
Real Estate	10.3%	7.6%	6.6%	14.8%
Private Equity	11.1%	11.9%	8.8%	26.3%
Strategic Investments	3.8%	6.3%	6.1%	7.7%
Total	<u>100.00%</u>			

Assumed Inflation - Mean 2.4% 1.4%

Discount Rate - The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher 7.70% than the current rate:

	1% Decrease (5.7%)	Current Discount Rate 6.7%	1% Increase 7.7%
City's proportionate share of the net pension liability	<u>\$ 153,668</u>	<u>\$ 89,959</u>	<u>\$ 36,658</u>

Pension Plan Fiduciary Net Position - Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2023, the City reported a payable in the amount of \$89,959 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2023.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8– FLORIDA RETIREMENT SYSTEM (Continued):

HIS Plan

Plan Description – The HIS Plan is a cost-sharing, multiple-employer, defined benefit pension plan established under Section 112.363, Florida Statutes, and it may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided – For the fiscal year ended September 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered, retirement system must provide proof of health insurance coverage, which may include medicare.

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2023, the HIS contribution for the period October 1, 2022 through June 30, 2023 and from July 1, 2023 through September 30, 2023 was 1.66% respectively. The City contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The City's contributions to the HIS Plan totaled \$514 for the fiscal year ended September 30, 2023.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources, Related to Pensions – At September 30, 2023, City reported a liability of \$12,417 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's 2021-2022 fiscal year contributions relative to the 2022-2023 fiscal year contributions of all participating members. At June 30, 2023, the City's proportionate share was .000078187 percent, which was a decrease of .000006059 percent from its proportionate share measured as of June 30, 2022.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8– FLORIDA RETIREMENT SYSTEM (Continued):

For the fiscal year ended September 30, 2023, the City recognized pension expense of \$4,691. In addition, the City reported deferred outflow of resources and deferred inflows of resources related to pension from the following resource:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 182	\$ 29
Change in assumptions	326	1,076
Net difference between projected and actual earnings on pension plan investments	6	-
Change in proportion and differences between City pension plan contributions and proportionate share of contributions	1,165	1,482
City pension plan contributions Subsequent to the measurement date	114	-
Total	<u>\$ 1,793</u>	<u>\$ 2,587</u>

The deferred outflows of resources related to the HIS Plan, totaling \$114 resulting from City contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources, related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2024	\$ 30
2025	40
2026	(248)
2027	(72)
2028	39
Thereafter	<u>(697)</u>
Total	<u>\$ (908)</u>

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

Actuarial Assumptions – The total pension liability in the July 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average, including inflation
Discount rate	3.54%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2023, valuation was based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

Discount Rate - The discount rate used to measure the total pension liability was 3.50%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the City's proportionate share of the net pension liability was calculated using the discount rate of 3.65% as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.65%) or one percentage point higher 4.65% than the current rate:

	1% Decrease (2.65%)	Current Discount Rate 3.65%	1% Increase 4.65%
City's proportionate share of the net pension liability	\$ 14,166	\$ 12,417	\$ 10,967

Pension Plan Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the, separately issued, FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2023, the City reported a payable in the amount of \$12,417 for outstanding contributions to the HIS Plan required for the fiscal year ended September 30, 2023.

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

Investment Plan

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected City Officers, etc.), as the Pension Plan. Contributions are directed to individual member accounts. The individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 3.00% percent of payroll and by forfeited benefits of plan members. Allocations to the investment member's accounts during the 2022-2023 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows: Regular Class 8.30%, Special Risk Class 16.00%, Senior Management Service Class 9.67% and Drop 15.94%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the pension plan is transferred to the Investment Plan. The member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a *suspense account* for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 8 – FLORIDA RETIREMENT SYSTEM (Continued):

balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The City's Investment Plan pension expense totaled \$12,487 for the fiscal year ended September 30, 2023.

NOTE 9 – EMPLOYEE MONEY PURCHASE PENSION PLAN:

The City provides retirement benefits for all of its eligible employees through a money purchase pension plan and Florida Retirement System Investment Plan for the City Commissioners and appointed officers. The contributions to the employee retirement are as follows:

Money Purchase Pension Plan:

A Money Purchase Pension Plan (the "Plan") covers all City employees who have completed a fourth year of eligible service and agree in writing to make the required employee contributions to the Plan. The required employee contribution is five percent of compensation received. The City's matching contribution is equal to the five percent mandatory employee contribution for the year.

The City's matching contributions to the Plan are invested in annuity contracts and/or life insurance policies issued by an insurance company. Furthermore, the contracts and policies are issued in the employee's name. Employee benefits are vested at a rate of ten percent per year and are fully vested after ten years. An employee is eligible for early retirement within ten years of normal retirement date and has ten years of vested service.

The pension expense under this plan for the year ended September 30, 2023, was as follows:

	Governmental <u>Activities</u>
General Fund	\$ <u>45,011</u>

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 10 – INTERFUND RECEIVABLES AND PAYABLES:

Interfund receivable and payable balances at September 30, 2023 were:

	Interfund Receivables	Interfund Payables	Transfer In	Transfer Out
General fund – major	\$ -	\$ 678,085	\$ -	\$ -
Water & sewer fund – major enterprise	678,085	-	-	-
	<u>\$ 678,085</u>	<u>\$ 678,085</u>	<u>\$ -</u>	<u>\$ -</u>

During the course of operations, numerous transactions occurred between individual funds for good and services. The receivables and payables are classified in the Statement of Net Assets as "due from other funds" or "due to other funds."

NOTE 11 – CONTINGENCIES AND COMMITMENTS:

The City receives financial assistance from federal, state and local governmental agencies in the form of grants and revenues sharing programs. The disbursement of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims, resulting from such audits, could become a liability of the general fund or other applicable funds. However, in the opinion of management, any disallowed claims would not have a material effect on the overall financial position of the City as of September 30, 2023.

NOTE 12 – RISK MANAGEMENT:

The City is exposed to various of loss related to torts, theft of, damage to and destruction of assets, error and omission, injuries to employees, and natural disasters for which the City purchases commercial insurance to protect against area of possible exposure. Deductibles and limits vary by coverage and there were no settled claims which exceeded insurance coverage during the past three fiscal years.

NOTE 13 – UTILITY CONTRACT:

On June 15, 2009, The City of South Bay, The City of Pahokee, The City of Belle Glade, and Palm Beach County entered into an interlocal agreement establishing "The Glades Utility Authority" (the "Authority").

City of South Bay, Florida
Notes to Financial Statements - Continued
September 30, 2023

NOTE 13 – UTILITY CONTRACT (Continued):

Under this agreement, the City's utilities operations were transferred to the Authority effective October 1, 2009, and the Authority assumed the responsibility of the water and sewer as well as the outstanding bond debt for the three cities.

During 2012, because of extreme high debt payment obligations, substandard infrastructure and loss of customers, there was a going concern in regard to the Authority continuing to operate without substantial utility rate increase. As result, the Authority dissolved and effective March 31, 2013, all the utilities functions of the three-cities were transferred to Palm Beach County Water Utilities Department (PBCWUD). As result of this transition, all the outstanding debts of the City in the amount of \$2,157,000 as of March 31, 2013 and on May 20, 2014 was paid off.

The City of South Bay will continue to provide the solid waste, trash and mosquito control services. Under the agreement, the Authority agreed to bill the City's customers for the sanitation services for a fee of one percent to the total of the monthly collection revenue. For the fiscal year ended September 30, 2023, the City paid \$7,310 for the collection fees.

The agreement with PBCWUD shall be for an initial term of fifty (50) fiscal years commenced on the day that the agreement was executed and the agreement shall, thereafter, automatically renew for successive ten (10) year periods until terminated.

Under the agreement, both Authority and PBCWUD are required to pay the City an annual entity transfer fee equal to seven percent based on annual gross revenues. For the year ended September 30, 2023, the City received \$174,607 for entity transfer fee.

NOTE 14 – OTHER POST EMPLOYMENT BENEFITS:

The City provides no post healthcare or life insurance benefits to former City's employee after retirement. Therefore, GASB 45 – *“Accounting and financial Reporting by Employers for Post Employment Benefits Other Than Pensions”* would have no material effect on the City.

NOTE 15 – MANAGEMENT'S REVIEW:

Management has evaluated subsequent event through May 03, 2024, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Taxes and franchise fees	\$ 1,230,556	\$ 1,283,056	\$ 1,351,284	\$ 68,228
Licenses and permits	98,700	129,095	138,400	9,305
Intergovernmental	759,127	811,127	831,840	20,713
Grants	382,384	1,057,384	1,033,617	(23,767)
Charges for services	56,100	56,100	56,871	771
Fines and forfeitures	5,000	5,000	5,080	80
Rents	37,014	42,014	43,367	1,353
Investment earnings	3,650	68,650	71,656	3,006
Miscellaneous	21,343	41,428	37,485	(3,943)
Total revenues	<u>2,593,874</u>	<u>3,493,854</u>	<u>3,569,600</u>	<u>75,746</u>
Expenditures:				
Current:				
General government	1,708,856	2,450,602	2,345,144	105,458
Public safety	236,106	236,106	233,593	2,513
Highways and streets	552,176	574,996	535,333	39,663
Culture and recreation	182,281	200,031	195,412	4,619
Capital outlay	-	117,664	117,663	1
Debt services:				
Principal	2,868	2,868	2,867	1
Interest	37	37	37	-
Total expenditures	<u>2,682,324</u>	<u>3,582,304</u>	<u>3,430,049</u>	<u>152,255</u>
Excess of revenues over (under) expenditures	<u>(88,450)</u>	<u>(88,450)</u>	<u>139,551</u>	<u>228,001</u>
Other financing sources:				
Operating transfer in	88,450	88,450	88,450	-
Total other financing sources:	<u>88,450</u>	<u>88,450</u>	<u>88,450</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>228,001</u>	<u>\$ 228,001</u>
Fund balance, beginning of year			<u>2,039,364</u>	
Fund balance, end of year			<u>\$ 2,267,365</u>	

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Capital Projects Fund
For the Fiscal Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Intergovernmental	\$ 245,500	\$ 266,445	\$ 293,932	\$ 27,487
Grants	4,526,090	4,526,090	1,603,180	(2,922,910)
Investment earnings	1,500	21,500	24,809	3,309
Total revenues	<u>4,773,090</u>	<u>4,814,035</u>	<u>1,921,921</u>	<u>(2,892,114)</u>
Expenditures:				
Current:				
General government	-	40,945	40,945	-
Highways and streets	4,357,410	4,357,410	1,281,328	3,076,082
Culture and recreation	368,680	368,680	441,186	(72,506)
Total expenditures	<u>4,726,090</u>	<u>4,767,035</u>	<u>1,763,459</u>	<u>3,003,576</u>
Excess (deficiency) of revenues over expenditures	<u>47,000</u>	<u>47,000</u>	<u>158,462</u>	<u>111,462</u>
Other financing sources:	(47,000)	(47,000)	-	47,000
Total other financing sources:	<u>(47,000)</u>	<u>(47,000)</u>	<u>-</u>	<u>47,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	158,462	<u>\$ 158,462</u>
Fund balance, beginning of year			<u>1,194,848</u>	
Fund balance, end of year			<u>\$ 1,353,310</u>	

City of South Bay, Florida
Note to Budgetary Comparison Schedule
Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2023

NOTE 1 – BUDGETARY ACCOUNTING

Budgets - Budgets are legally adopted for the General Fund. All governmental fund budgets are prepared on the modified accrual basis of accounting.

Under the law of the State of the Florida and the City of South Bay Code, the City Manager submits to the Mayor and City Commissioners, a proposed Budget and Financial Plan for the fiscal year commencing the following October 1st. The Annual Budget and Financial Plan are prepared by fund, function and activities and include all proposed expenditures and means of financing them. Public hearings are conducted to obtain taxpayers comments. Prior to October 1st, the budget is legally enacted by the City Commissioners through passage of a resolution.

Changes or amendments to increase or decrease the total amount of budgeted revenue or expenditures for a given fund must be approved by a majority vote of the City Commissioners; however, the change, amendments or transfers within the total revenue or expenditures for functions, activities or departments of a given fund may be approved by the City Manager. During the year the original budget increased by \$899,980, the revenue increased primarily due to additional revenues from various taxes, and Coronavirus State and Local Fiscal Recovery Funds, and expenditures increased due to increase of operating expenses incurred in various departments.

All budget amounts presented in the accompanying supplementary information reflect the original budget and the amended budget based on legally authorized revisions to the original budgets during the year.

Actual general fund revenues were over appropriations by \$75,746, when the actual general fund expenditures were under the appropriation by \$152,255.

Encumbrances – Encumbrance accounting, under which purchase orders, contract, and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as extension of formal budgetary control. Encumbrance lapse at year end and become obligations of the subsequent year's budget. At September 30, 2023, the City did not have any commitments related to unperformed contracts.

NOTE 2 – BUDGET AND ACTUAL COMPARISON

The Budgetary Comparison Schedule for the General Fund is required to be prepared under the basis of accounting used in preparing the budget. As indicated in Note 1, the modified accrual basis of accounting is used for budgetary purposes.

City of South Bay, Florida
Required Supplementary Information
Schedule of Proportionate Share of Net Pension Liability
Florida Retirement System
Last 10 Fiscal Years*

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability (asset)	0.000226%	0.000242%	0.000222%	0.000249%	0.000265%	0.000365%	0.000277%	0.000281%	0.000309%	0.000483%
City's proportion share of the net pension liability (asset)	\$ 89,959	\$ 90,082	\$ 16,766	\$ 107,755	\$ 91,308	\$ 109,994	\$ 81,906	\$ 71,077	\$ 39,933	\$ 8,224
City's covered-employee payroll	28,250	33,100	26,500	26,500	26,500	33,584	24,000	23,000	23,000	14,917
City's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	318.44%	272.15%	63.27%	406.62%	344.56%	327.52%	341.28%	309.03%	173.62%	55.13%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.90%	84.88%	92.00%	96.09%

* Amount represented for each fiscal year were determined as of 6/30.

**City of South Bay, Florida
Required Supplementary Information
Schedule of Contribution
Florida Retirement System
Last 10 Fiscal Years***

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 13,334	\$ 12,615	\$ 10,648	\$ 10,351	\$ 10,277	\$ 11,923	\$ 10,215	\$ 9,148	\$ 8,035	\$ 6,196
Contribution in relation to the contractually required contribution	13,334	12,615	10,648	10,351	10,277	11,923	10,215	9,148	8,035	6,196
City's covered-employee payroll	28,250	33,100	26,500	26,500	26,500	31,454	27,000	23,000	23,000	16,833
Contribution as a percentage of covered-employee payroll	47.2%	38.1%	40.2%	39.1%	38.8%	37.9%	37.8%	39.8%	34.9%	36.8%

* Amount represented for each fiscal year were determined as of 9/30.

City of South Bay, Florida
Required Supplementary Information
Schedule of Proportionate Share of Net Pension Liability
Health Insurance Subsidy Plan
Last 10 Fiscal Years*

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability (asset)	0.000078%	0.000084%	0.000075%	0.000076%	0.000079%	0.000100%	0.000075%	0.000075%	0.000082%	0.000104%
City's proportion share of the net pension liability (asset)	\$ 12,417	\$ 8,923	\$ 9,182	\$ 9,323	\$ 8,866	\$ 10,654	\$ 8,052	\$ 8,684	\$ 8,325	\$ 5,569
City's covered-employee payroll	28,250	33,100	26,500	26,500	26,500	33,584	24,000	23,000	23,000	14,917
City's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	43.95%	26.96%	34.65%	35.18%	33.46%	31.72%	33.55%	37.76%	36.20%	37.33%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* Amount represented for each fiscal year were determined as of 6/30.

City of South Bay, Florida
Required Supplementary Information
Schedule of Contribution
Health Insurance Subsidy Plan
Last 10 Fiscal Years*

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 514	\$ 510	\$ 440	\$ 440	\$ 440	\$ 546	\$ 399	\$ 382	\$ 312	\$ 204
Contribution in relation to the contractually required contribution	514	510	440	440	440	546	399	382	312	204
Contribution Deficiency (Excess)		-	-	-	-	-	-	-	-	-
City's covered-employee payroll	28,250	33,100	26,500	26,500	26,500	31,454	27,000	23,000	23,000	16,833
Contribution as a percentage of covered-employee payroll	1.8%	1.5%	1.7%	1.7%	1.7%	1.7%	1.5%	1.7%	1.4%	1.2%

* Amount represented for each fiscal year were determined as of 9/30.

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund information of the City of South Bay, Florida (the ‘City’), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated May 3, 2024. Our report includes a reference to other auditors who audited the financial statements of the Fiduciary Funds, as described in our report on the City’s financial statements. This report does not include the results of the other auditors’ testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of City’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE FLORIDA
AUDITOR GENERAL**

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the City of South Bay, Florida's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs and state projects for the fiscal year ended September 30, 2023. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state financial assistance applicable to its federal programs and state projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Florida Auditor General*. Those standards, the Uniform Guidance, and Chapter 10.550 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program and state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the fiscal year ended September 30, 2023.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Accordingly, this report is not suitable for any other purpose.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

City of South Bay, Florida
Schedule of Expenditures of Federal Award and State Financial Assistance
For Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal	Contract Number	Program Award Amount	Reimbursable/ Expense
HUD Community Development Block Grant CDBG Passed thru PB County - Code Enforcement Payroll	14.218	B-22-UC-12-0004	32,384	32,384
Passed through FL Division Emergency Management ARPA Covid 19	21.027	Y5290	1,001,233	1,001,159
PBC Park Cox Grant	14.218	B-21-UC-12-0004	492,708	449,086
DOT - Street Improvement	55.009	G-1599	1,307,813	1,154,094
			<u>2,834,138</u>	<u>2,636,723.1</u>

City of South Bay, Florida
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2023

I. Summary of Independent Auditor's Results

Financial Statements

Type of report the auditor issued: **Unmodified**

Internal control over financial reporting:

- Material weakness(es) identified? ___yes X no
- Significant deficiency(ies) identified? ___yes X none reported

Noncompliance material to financial statements noted?

___yes X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? ___yes X no
- Significant Deficiency(s) identified ___yes X none reported

Type of auditor's report issued on compliance for major programs: **Unmodified.**

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance?

___yes X no

Identification of major programs:

CFDA No(s).	Names of State Project
21.027	Coronavirus Relief Fund

Dollar threshold used to distinguish between Type A and Type B Programs

\$ 750,000

Auditee qualified as low-risk auditee?

 X yes ___no

City of South Bay, Florida
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended September 30, 2023

II. Prior Year Financial Statement Findings

None.

III. Current Year Financial Statement Findings

None.

IV. Prior Year Federal Awards Findings and Questioned Costs

None.

V. Current Year Federal Awards Findings and Questioned Costs

None.

**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE WITH SECTION 218.415,
FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR
GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor and Members of City Council
The City of South Bay, Florida

We have audited the financial statements of the City South Bay, Florida (the “City”) as of and for the year ended September 30, 2023, and have issued our report thereon dated May 3, 2024.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reports and Schedule

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, Schedule of Findings and Questioned Costs; the Independent Accountant’s Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General, and the management letter in accordance with the rules of the Auditor General of the State of Florida. Disclosures in those reports and schedule, which are dated May 1, 2024, should be considered in conjunction with this report.

Local Government Investment Policies

We have examined the City’s compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management is responsible for City’s compliance with those requirements. Our responsibility is to express an opinion on the City’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the *American Institute of Certified Public Accountants* and, accordingly, included examining, on a test basis, evidence about the City’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City’s compliance with specified requirements.

City of South Bay, Florida
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended September 30, 2023

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023. This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR
GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor and Members of the City Commission
City of South Bay, Florida

Report on the Financial Statements

We have audited the financial statements of the City of South Bay, Florida (the ‘City’), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated May 3, 2024.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Schedule of Findings and Questioned Costs; and Independent Accountant’s Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 3, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. There were no component units associated with the City.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Sections 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor, Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

**INDEPENDENT ACCOUNTANT’S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor and Members of the City Commission
City of South Bay , Florida

We have examined the City of South Bay, Florida’s (“City”) compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for the City’s compliance with those requirements. Our responsibility is to express an opinion on the City’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City’s compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023. This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the City Commission and is not intended to be and should not be used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida

May 3, 2024

RESOLUTION 29-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter, "Sheriff") executed a Law Enforcement Service Agreement effective December 1, 2005; and

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 1, 2005, a First Addendum effective October 1, 2007, a Second Addendum effective October 1, 2008, a Third Addendum effective October 1, 2009, a Fourth Addendum effective October 1, 2010, a Fifth Addendum effective October 1, 2010, a Sixth Addendum effective October 1, 2011, a Seventh Addendum effective October 1, 2012, an Eighth Addendum effective October 1, 2013, a Ninth Addendum effective October 1, 2014, a Tenth Addendum effective October 1, 2016, an Eleventh Addendum effective October 1, 2017, a Twelfth Addendum effective October 1, 2018, a Thirteenth Addendum effective October 1, 2019, a Fourteenth Addendum effective November 12, 2019, a Fifteenth Addendum effective October 1, 2020 and a Sixteenth Addendum effective July 20, 2021, and a Seventeenth Addendum effective October 1, 2022 and a Eighteenth Addendum effective October 1, 2023, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, in accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 1, 2023 through September 30, 2024, as follows: The total cost of personnel and equipment shall be Two Hundred Forty-Four Thousand Six Hundred Twenty-Seven Dollars (\$244,627.00). Monthly payments shall be Twenty Thousand Three Hundred Eighty-Five Dollars and 58/100 (\$20,385.58). The last monthly payment shall be Twenty Thousand Three Hundred Eighty-Five Dollars and 62/100 (\$20,385.62); and

WHEREAS, the City Manager is recommending approval of the Sheriff's requested law enforcement services agreement.

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. Acceptance of Nineteenth Addendum; Authorization of City Manager. The City Commission of the City of South Bay (“City Commission”) hereby accepts the Nineteenth Addendum to the Law Enforcement Service Agreement and authorizes the City Manager to execute the Addendum consistent with the terms, attached hereto as Exhibit “A.”

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

PASSED and ADOPTED this 16th day of July 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)

NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Nineteenth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, a Twelfth Addendum effective October 01, 2018, a Thirteenth Addendum effective October 01, 2019, a Fourteenth Addendum effective November 12, 2019, a Fifteenth Addendum effective October 01, 2020, a Sixteenth Addendum effective October 01, 2021, a Seventeenth Addendum effective October 01, 2022, and an Eighteenth Addendum effective October 01, 2023, (the “Agreement”) by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the fifth year of the renewed contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2024 through September 30, 2025, as follows: The total cost of personnel and equipment shall be \$244,627.00. Monthly payments shall be \$20,385.58. The final payment shall be \$20,385.62.
2. Article 6, Section 6.4, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows: Additional law enforcement services shall be compensated at a rate of \$116.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: Joe Kyles

Title: Mayor

Witness: _____
Eric Coleman, Major

Witness: _____
Vicky Delbosquez, City Clerk

DATE: _____

DATE: _____

RESOLUTION NO. 30-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida, on July 16, 2024, adopted a Proposed Millage Rate for the fiscal year 2024-2025 pursuant to Florida Statutes 200.065; and

WHEREAS, the City scheduled its first public hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 3, 2024; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay has been certified by the Palm Beach County, Florida Property Appraiser to the City of South Bay as One Hundred Eleven Million, Three Hundred Ninety Three Thousand Sixty Nine Dollars (\$111,393,069.00); and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission desires to tentatively adopt a millage rate for Fiscal Year 2024-2025.

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” paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Proposed Millage Rate. The City Commission of the City of South Bay hereby adopts a proposed and tentative millage rate of 6.3089 mills for Fiscal Year 2024-2025, commencing October 1, 2024, through September 30, 2025, which is \$6.30 per \$1,000.00 of taxable property value within the City of South Bay. This millage rate represents a 10.90% increase over the rollback rate of 5.6887 mills.

Section 3. Public Hearing. The second and final public hearing on the budget is set September 18, 2024, at 7:00 p.m., in the Commission Chambers at City Hall, 335 SW 2nd Ave. South Bay, Florida.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** this 16th day of July 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)



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Palm Beach
Principal Authority : City of South Bay	Taxing Authority : City of South Bay - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	91,569,658	(1)
2.	Current year taxable value of personal property for operating purposes	\$	17,471,400	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	2,352,011	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	111,393,069	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,528,003	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	109,865,066	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	99,065,165	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/26/2024 9:17:01 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	6.3089	per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	624,992	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	624,992	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	109,865,066	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	5.6887	per \$1000	(16)
17.	Current year proposed operating millage rate	6.3089	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	702,768	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP STOP HERE - SIGN AND SUBMIT		
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	624,992	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	5.6887	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	633,682	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	702,768	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	6.3089	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		10.9000 %	(27)
First public budget hearing		Date : 9/3/2024	Time : 19:00:00 EST	Place : 335 SW 2nd Avenue South Bay 33493
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3

RESOLUTION 31-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS, INC. FOR THE DEMOLITION OF THE OLD WASTE WATER TREATMENT PLANT WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish the Old Waste Water Treatment plant within the city limits located at 1375 NW 1st Avenue South Bay, FL 33493; and

WHEREAS, on April 22, 2024, the City of South Bay published a Request for Proposals ("RFP") No. 2024-03 for Building Demolition Services; and

WHEREAS, proposals were received up until May 28, 2024 at 10:00 a.m.; and

WHEREAS, Total Solution Contractors, Inc. ("TSC") was found to be the most responsive and responsible proposer to perform said work; and

WHEREAS, the agreed upon contract sum is Two Hundred Forty-Nine Thousand Dollars (\$249,000.00); and

WHEREAS, the scope of work consists of: demolish the entire existing building; removal of the existing piles or cut off the existing piles below existing grade; level off lot where existing building was located; and removal of all debris from subject property; import grade site back to existing ground elevation; and

WHEREAS, the expected project duration shall not exceed sixty (60) days; and

WHEREAS, the City desires to enter into a Demolition Services Agreement ("Agreement") with Total Solution Contractors, Inc.; and

WHEREAS, the execution of the attached Agreement is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Demolition Services Agreement between the City of South Bay and Total Solution Contractors Inc., attached hereto as Exhibit “A.” The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 16th day of July 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 DEMOLITION SERVICES

THIS AGREEMENT, made this ____ day of _____ 2024, is by and between the City of South Bay, a Florida municipality, ("City"), whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and Total Solution Contractors Inc., ("TSC") a Florida corporation, ("Contractor" or "Company" or "TSC"), whose address is 2060 Indian Rd West Palm Beach FL.33409 for the term specified herein,

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish the Old Waste Water Treatment Plant within the city limits located at 1375 NW 1st Ave, South Bay, FL 33493; and

WHEREAS, on April 22, 2024, the City of South Bay published a Request for Proposals ("RFP") No. 2024-03 for Building Demolition Services; and

WHEREAS, proposals were received up until May 28, 2024 at 10:00 a.m.; and

WHEREAS, TSC Inc. was found to be the most responsive and responsible proposer to perform said work and was subsequently awarded the contract; and

WHEREAS, the agreed upon contract sum is Two Hundred and Forty-Nine Thousand Dollars (\$249,000.00); and

WHEREAS, the scope of work consists of: Demolish the entire existing building; removal of the existing piles or cut off the existing piles below existing grade; Level off lot where existing building was located; and removal of all debris from subject property; import grade site back to existing ground elevation; and

WHEREAS, the expected project duration shall not exceed sixty (60) days; and

WHEREAS, the City desires to enter into a Demolition Services Agreement ("Agreement") with Total Solution Contractors Inc.; and

WHEREAS, the execution of the attached Agreement is in the best interest of the residents of the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. SCOPE

The building located at 1375 NW 1st Avenue South Bay, FL 33493 needs to be demolished. Specifically, the building is touching an adjoining property and has created a health, life and safety hazard. Contractor shall furnish any and all materials, tools, supplies, and labor necessary to perform the work described in this Article.

The Contractor shall provide the following services to the City in accordance with the terms set forth below:

- A. Demolition of CBS building and supporting 5” concrete floor slab. Old and excess recyclable materials that do not contain metal or steel will be integrated back into a new building or new building site. Concrete will be recycled on site by crushing, material will then be used to fill holes where needed on site.

The Contractor shall perform the Work under the general contractual direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

II. TERM OF AGREEMENT

The initial contract period shall commence on the date of execution of this Agreement and shall end no more than sixty (60) days thereafter.

III. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONTRACTOR may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Section I of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

IV. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City. Payment may be

withheld for failure of Contractor to comply with a term, conditions, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of South Bay, a Florida municipality, as an “additional insured.” This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as “additional insured” shall be at the Contractor’s expense.

The City of South Bay shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City Manager’s Office at City Hall.

The Contractor’s insurance must be provided by an A.M. Best’s “A” rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful company shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful company shall name the City of South Bay, Florida, its elected and appointed officials, officers, and employees “Additional Insureds” as their interests may appear but only with respect to services performed or provided by successful company on behalf of the City under Consultant’s commercial general liability insurance policy. The successful company shall, within 10 days of the full execution of any contract resulting from this RFP, provide the City Manager with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer or the selected company gives written notice to the City.

Without limiting the provisions of paragraph above, the selected company shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful company shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the company shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected company shall indemnify and hold the City of South Bay, Florida, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected company's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected company, or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or

other general liability insurance, the selected company shall indemnify and hold the City of South Bay, Florida, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected company's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose actions or failure to act the selected company may be liable) during the performance of this Agreement. The selected company shall require any sub-consultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected company. In addition, the selected company shall require any sub-consultants and subcontractors to assume the selected company's indemnification obligations under any contract resulting from this RFP to the extent they relate to the sub-consultant's or subcontractor's obligations under any contract with the selected company.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's

use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit

by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or in the event of federal jurisdiction, in the proper district.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority and Notice

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Any notices pursuant to this Agreement shall be sent to owner for Contractor and City Manager for City.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF SOUTH BAY

By: _____
City Manager

Approved as to form:

City Attorney

ATTEST

CONTRACTOR

By: _____

By: _____

Print Name: _____
Title: _____

Print Name: _____
Manager

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____
day of _____, 2024, by
_____ as manager for Total Solution
Contractors Inc., a Florida company.

(SEAL)

Notary Public, State of

(Signature of Notary Public)

(Print, Type, or Stamp
Commissioned Name of Notary
Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

RFP NO: 2024-03



CONSTRUCTION MANAGEMENT

WWW.TOTALSOLUTIONCONTRACTORS.COM

C G C 1 5 1 6 4 2 3

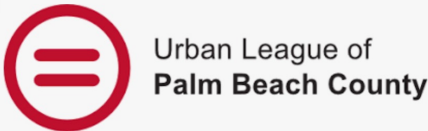
RFP NO: 2024-03/ BUILDING DEMOLITION SERVICES CITY OF
SOUTH BAY

RFP NO: 2024-03

Qualifications/ Experience

Total Solution Contractors is a full service General Contracting firm. We specialize in multi-family, civic, fire station, institutional and rehabilitation projects along with urban infill development, construction management, and rehabilitation. As a general contractor we serve as both a Construction Managers at Risk and a self-performing outfit. We balance the quality cost and schedule. We never sacrifice one over the other but strike a perfect balance to serve out clients. Our philosophy is planning eliminates confusion. Through the proper due diligence and preparation, we complete our projects on time and within budget.

OUR CLIENTS



CONTACT

Ryan Dobson
Rdobson@totalsolutioncontractors .com
(561) 247-1106

Company Information

2060 Indian Road, West Palm
Beach, FL 33409
Office/ Warehouse for Storage
Employees: 8
Years in Business: 15
Company Phone:
561.247.1106

OUR PARTNERS



REFERENCE

Joseph Sanches
Chief Operating Officer
Palm Beach County School Board
561-433-8136



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOBSON, RYAN JERMAINE

TOTAL SOLUTION CONTRACTORS, INC.
5010 NAUTICA LAKE CIR
GREENARCES FL 33463

LICENSE NUMBER: CGC1516423

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Palm Beach County

Office of Equal Business Opportunity

Certifies That

Total Solution Contractors Inc.

Vendor # **VC0000134190**

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

November 18, 2021 to November 17, 2024

The following services and/or products are covered under this certification:

Concrete; Construction Management Services; Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services Including Inside Concrete Swing and Grouting Work; Stucco; Wall and Ceiling Repair and Replacement Including Drywalling



Allen Gray, Manager
11/18/2021



Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

PRESIDENT

Ryan Dobson, CGC

Ryan Dobson has more than 15 years of construction experience. As a hands-on entrepreneur, Ryan has provided construction management services on over 50 projects. As president of TSC, Ryan has ultimate responsibility for the team’s performance, and will work closely with the team in all facets of pre-construction, contract negotiation, and placement of all additional resources and expertise needed to ensure successful project completion. Ryan has a great deal of experience leading renovation projects, Tenant Improvements and ground up construction.



EDUCATION

B.S. Business,
Florida A&M
University

22

Years of Industry
Experience

14

Years with TSC



Rock Fitness | Singer Island,
FL | 12k sq. ft | 2.3M



Homeless Resource | Lake
Worth, FL | 15k sq.
ft | 14.3M



Canyon Branch
Library | Boynton Beach,
FL | 30k sq. ft | 24M

DIRECTOR OF CONSTRUCTION

Roy McCullum

Roy McCullum was one TSC most experienced superintendents. With over 30 years of overall construction experience, he is considered an expert in his field. Roy has been lead superintendent on many of TSC largest and high profiled projects. He is a strong, professional leader and is able to obtain positive results in the field by developing clear goals and maintaining open communications, from that Roy has started to direct all of TSC construction and field operations



30

Years of Industry
Experience

10

Years with TSC

Miami, FL | \$1.5M | 15k
SF | New Build
New construction of
Jackson Senior High
School.

Tanner & Cox Park |
City of South Bay-
Complete
South Bay | \$1.8M |
10,000 SF | Park
Modernization

Marroit Vacation
Club | Singer Island,
FL | 100k sq. ft | 150M

PROJECT MANAGER

Kevin Cervantes

Kevin has knowledge of negotiated pricing elements and cost, reviewed GC invoices and assisted with budget control on several projects. He has experience with completing all of the project stages from programming to closing out. He maintains great client relationship. He will be responsible for managing office duties and supervising fieldwork. Additional responsibilities include developing scopes of work for bidding, the bidding process, contract negotiations, submittal & shop drawing review, pay requisitions and change order request processing, meeting minutes documentation, schedule analysis



EDUCATION

B.A. Economics,
Binghamton
University

4

Years of Industry
Experience

1

Years with TSC

Project Admin/ Accountant

Sherika Spence

Sherika Spence is the backbone of UFINC. As the Assistant Project Manager, she manages all job cost, inclusive of contractor payment requisition, engineering requisitions, change-orders, and vendor payments.



EDUCATION

B.S.
Management
Studies
University of
West Indies

5

Years of Industry
Experience

1

Years with TSC

Field Superintendent

Brian Bess

Brian has over 12 years of construction industry experience. He is responsible for day-to-day supervision and coordination of subcontractors and all construction activities, as well as assisting in the development and implementation of the schedule, site logistics plan, and quality control. Brian is also responsible for on site documentation including contractor’s activity, and daily reports, safety incidents and unusual project conditions and/or problems. He will also organize and conduct Weekly Subcontractor meetings and safety trainings.



EDUCATION

BS in Science,
Florida A&M

10

Years of Industry
Experience

2

Years with TSC

Palm Beach Central County Resource Center, Palm Beach County | 16M| CM Partner w/ D Stephenson

Palm Beach County 45th St Complex, Palm Beach County | 30M| CM Partner w/ D Stephenson

Canyon Lake Library, Palm Beach County | 24M| CM Partner w/ D Stephenson

Fire Station 49, Palm Beach County | 24M| CM Partner w/ D Stephenson, Core

Fire Station 92, Palm Beach County | 15M| CM Partner w/ D Stephenson, Core

Fire Station 24, Palm Beach County | 12M| CM Partner w/ D Stephenson, Core

Fire Station Renovations Palm Beach County | 150m| DSC

County of Palm Beach Water Treatment Plant , Palm Beach County | 3M| CM Partner w/ D Stephenson

County of Palm Beach Water Treatment Plant Pump Station , Palm Beach County | 1M| CM Partner w/ D Stephenson

County of Palm Beach Water Treatment Plant SROC , Palm Beach County | 2M| CM Partner w/ D Stephenson

County of Palm Beach Vista Center Permit Center Exp , Palm Beach County | 4M| CM Partner w/ D Stephenson

County of Palm Beach Vista Center Lobby , Palm Beach County | 4M| CM Partner w/ D Stephenson

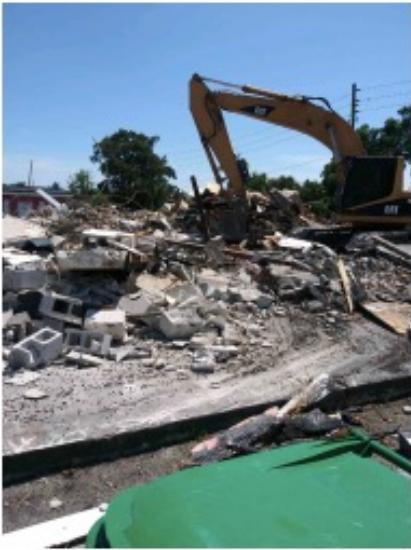
County of Palm Beach Vista Center New Const , Palm Beach County | 19M| CM Partner w/ Verdex

County of Palm Beach Fire Station Renovations , Palm Beach County | 150M| CM Partner w/ Core

Urban League Storage Addition, Tenant Improvement, West Palm Beach | 500K | Construction Management

Boys and Girls Club Misc Maintenance Contracts- Windows, Roll Up Doors

CURRENT PROJECTS



SIMILAR PROJECTS

(size, scope & location)

625 Palm Beach Road Building
Demolition

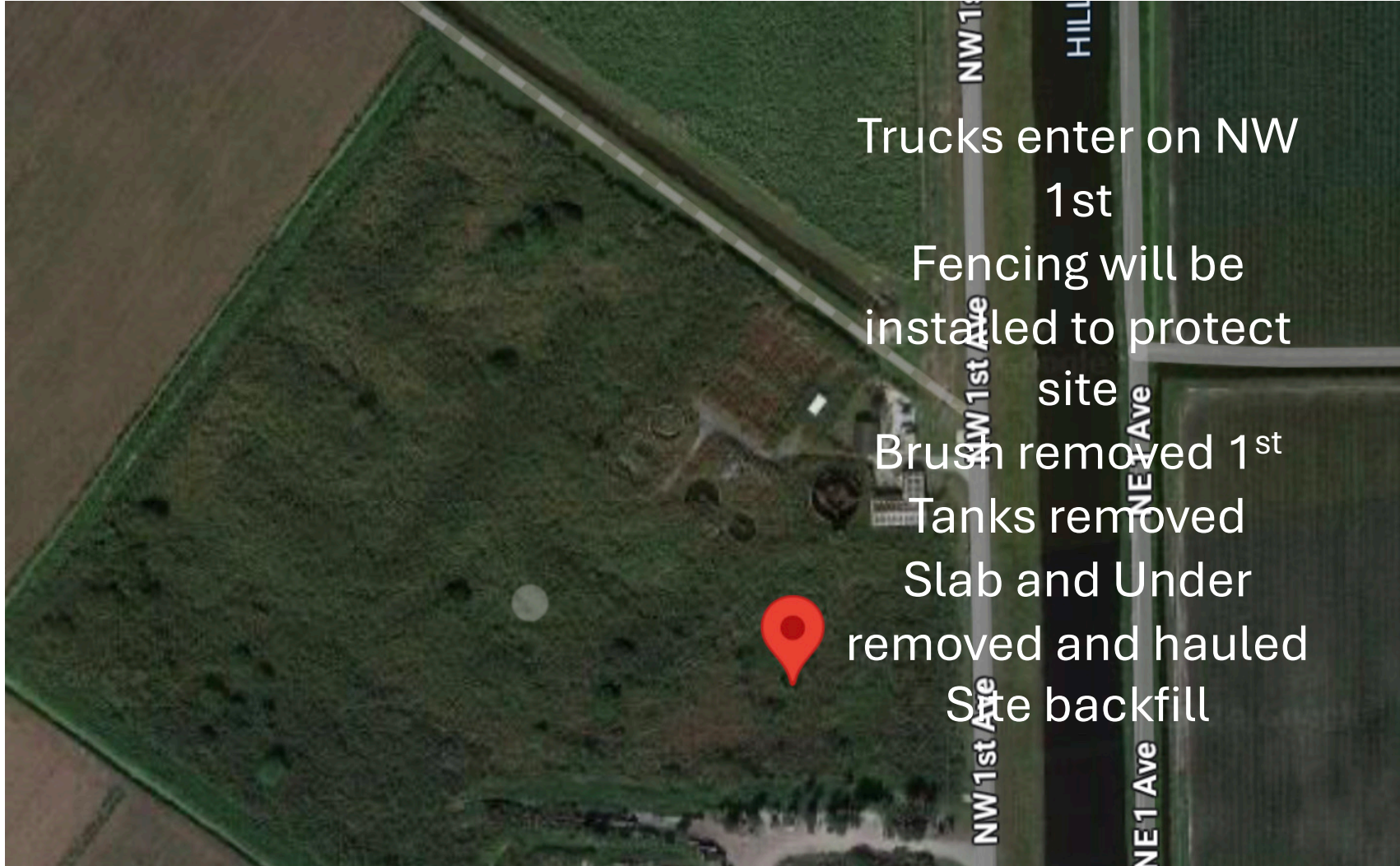
Location: South Bay
Industry: Commercial

8,000 Square Foot City Owned
Property
Owner: City of South Bay
Address: 625 Palm Beach Road,
South Bay, FL

Reference:
Leondrae Camel
South Bay City Manager
561-261-3437

City of South Bay Demolition Services	
Old Waste Water Treatment Plant	
From 7/4/24 to 11/17/24	
	Day
	Date
	<i>Responsible Party</i>
Permitting	
Insert Permit Application to Bldg Dept	July 5-August 5
Engineering Removing of Utilities	July 5-August 15
Site Cleanup	July 5-August 5
Any Site Testing Soils Etc	July 5-August 8
Demo	
Remove all vegetation from site	1-Sep
Install all safety-Fence, Sites Site Set Up	Sept 1-Oct 15
Start Removal of Surface tanks, vertical	Sept 1-Oct 1
Debris removal, haul off, concrete crushing	Oct 5-Oct 16
Building	
Install Compact fill to spec level and grade	Oct 31-Nov 12
Remove site fencing and safety	12-Nov
Return Site to Client	
November 20th	
Inspections	

SCHEDULE



APPROACH

TSC has no safety violations with Palm Beach County, City of South Bay

TSC will employ standard construction PPE on Jobsite ie Hard hat, boots reflective gear.

Safety cones fencing and signage

TSC CARRIES ALL INSURANCES REQUIRESED WITH ACCEPTANCE OF PROPOSAL TSC WILL PROVIDE AND ADD CITY OF SOUTH BAY AS ADDITIONAL INSURED

Proposed Price for RFP: \$249,000.00

Safety/Price



Bid Analysis

RFP 2024-03 Building Demolition Service

RESPONDENT	Approach 10 Points			Experience/Qual. 20 Points			Safety 10 Points			Price 50 Points			Schedule 10 Points			Bid Amount	TOTAL 300 POINTS
DH GRIFFIN	10	7	6	20	18	16	10	8	7	40	49	47	10	8	9	\$175,263	265
GRADING FORT MYERS	5	2	1	10	12	13	5	2	2	20	25	20	5	7	6	\$43,000	135
PAW DEMOLITION	10	6	5	19	17	18	10	7	6	20	5	6	10	10	10	\$561,202	159
R2R DEMOLITION	0	0	0	0	1	0	0	0	0	25	20	25	0	0	0	\$30,700	70
TOTAL SOLUTIONS CO.	8	8	9	20	19	20	9	9	8	47	49	47	7	9	10	\$249,000	279



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Profit Corporation

TOTAL SOLUTION CONTRACTORS, INC.

Filing Information

Document Number	P11000009657
FEI/EIN Number	45-1732882
Date Filed	01/28/2011
Effective Date	01/27/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2022

Principal Address

2060 INDIAN ROAD
WEST PALM BEACH, FL 33409

Changed: 04/25/2024

Mailing Address

5010 Nautica Lake Cir
Greenarces, FL 33467

Changed: 10/05/2018

Registered Agent Name & Address

DOBSON, RYAN J
5010 Nautica Lake Cir
Greenarces, FL 33467

Name Changed: 11/03/2015

Address Changed: 10/05/2018

Officer/Director Detail

Name & Address

Title President

DOBSON, RYAN J
2060 INDIAN ROAD
WEST PALM BEACH, FL 33409

Annual Reports

Report Year	Filed Date
2022	10/06/2022
2023	04/21/2023
2024	04/25/2024

Document Images

04/25/2024 -- ANNUAL REPORT	View image in PDF format
04/21/2023 -- ANNUAL REPORT	View image in PDF format
10/06/2022 -- REINSTATEMENT	View image in PDF format
01/21/2021 -- REINSTATEMENT	View image in PDF format
05/02/2019 -- ANNUAL REPORT	View image in PDF format
10/05/2018 -- REINSTATEMENT	View image in PDF format
02/27/2017 -- REINSTATEMENT	View image in PDF format
11/03/2015 -- REINSTATEMENT	View image in PDF format
02/05/2014 -- REINSTATEMENT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
12/01/2011 -- DEBIT MEMO# 01768-C	View image in PDF format
09/30/2011 -- Off/Dir Resignation	View image in PDF format
01/28/2011 -- Domestic Profit	View image in PDF format

RESOLUTION NO. 32-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING RESOLUTION NO. 21-2024, WHICH ACCEPTED BID PROPOSALS FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ NO. 2023-04 TO ADD OMITTED VENDOR WGI, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 7, 2024, the City Commission of the City of South Bay ("City Commission") passed and adopted Resolution No. 21-2024 to award contracts to various vendors for Continuing Professional Architectural and Engineering Services in accordance with Request for Qualifications ("RFQ") 2023-04 that was issued on December 14, 2023; and

WHEREAS, as an oversight, WGI, Inc. was accidentally omitted from Resolution No. 21-2024 as an awardee of a continuing services contract; and

WHEREAS, by amending Resolution No. 21-2024, the City Commission desires to add WGI, Inc. as an additional awardee to already approved awardees as follows: C.A.P. Engineering, Inc.; CPZ Architects, Inc.; Ardurra Group, Inc.; Professional Service Industries, Inc. d/b/a Intertek-PSI.

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

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. Amendment of Resolution No. 21-2024. The City Commission of the City of South Bay hereby amends Resolution No. 21-2024 to add WGI, Inc. as a consultant awardee for Continuing Professional Architectural and Engineering Consulting Services, pursuant to RFQ No. 2023-04.

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

PASSED and ADOPTED this 16th day of July 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)



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Esther E. Berry

Albert Polk

Barbara King

Leondrae Camel
City Manager

City Clerk
Vincenta DelBosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

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

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

General Fund

• Utility:		
	Verizon	\$ 959.78
	Comcast	2,427.01
	FPL	13,947.51
	PBCWU Dept	5,469.19
• Bank of America		3,162.86
• FL Municipal Ins		43,009.25
• Allied Benefits		9,856.66
• PBC Sheriff		19,601.50
• Penguin 1 & Associate		2,965.00
• Norris-Wees, PA		7,065.23
• Anderson & Carr		2,500.00
• CAP Government		11,725.00
• Marathon		2,599.63
• Purchase		5,084.95
• Payment for various services		9,504.99
• Payroll deductions		5,678.82
• Other		<u>6,851.49</u>
	Total	<u>\$ 152,408.87</u>

ARP Act Fund

Trafficalm & Other	3,241.40
Payroll	<u>2,244.51</u>
	<u>\$ 5,485.91</u>

Capital Project Fund

Huurr Homes, LLC	\$ 52,258.19
Total Solution	15,900.00
CAP Government/Engineering	<u>8,720.00</u>
Total	<u>\$ 76,878.19</u>

Sanitation Fund

Waste Management	<u>\$ 65,256.00</u>
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The expense classifications are reported in general ledger

AP Immediate Check Register Report

City Of South Bay (CSBFND)

6/5/2024 2:03:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16228	1375	EMBASSY SUITES BY HILTON ORLANDO	06/05/2024	673.20	
Totals:			Total Transactions :		673.20

AP Check Register Report
City Of South Bay (CSBFND)

6/6/2024 11:32:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16229	1373	MCA TOTAL EXPERIENCE INC	06/06/2024	1,750.00	
				Non-Electronic Transactions:	1,750.00
				Total Transactions:	1,750.00

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

6/7/2024 9:05:03 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16231	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	06/07/2024	100.00	
Totals:			Total Transactions:		100.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

6/10/2024 8:56:52 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16249	EDGAR KERR	EDGAR W. KERR	06/10/2024	195.21	
Totals:			Total Transactions:		195.21

AP Check Register Report

City Of South Bay (CSBFND)

6/7/2024 11:13:09 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16232	1322	TRAFFICALM	06/07/2024	1,491.40	
16233	1371	NOHEMI AGUILERA	06/07/2024	300.00	
16234	1372	HOUSING PARTNERSHIP INC	06/07/2024	865.07	
16235	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	06/07/2024	114.98	
16236	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	06/07/2024	7,065.23	
16237	CLARKE	CLARKE	06/07/2024	1,205.41	
16238	FEDERAL EXPRESS	FEDERAL EXPRESS	06/07/2024	20.09	
16239	FPL	FPL	06/07/2024	7,015.83	
16240	ICMA MEMBERSHIP RENE	ICMA	06/07/2024	829.40	
16241	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	06/07/2024	1,666.66	
16242	LAKE HARDWARE	LAKE HARDWARE	06/07/2024	485.02	
16243	MARATHON/MEX BANK	WEX BANK	06/07/2024	2,599.63	
16244	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	06/07/2024	524.01	
16245	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	06/07/2024	2,739.05	
16246	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	06/07/2024	820.00	
16247	THE PIN CENTER	THE PIN CENTER	06/07/2024	582.50	
16248	WALMART (CAPITAL ONE	CAPITAL ONE	06/07/2024	182.98	
Non-Electronic Transactions:					28,507.26
Total Transactions:					28,507.26

AP Check Register Report

City Of South Bay (CSBFND)

6/12/2024 2:50:39 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16250	1162	WESTERN COMMUNITIES COUNCIL INC	06/12/2024	100.00	
16251	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	06/12/2024	2,274.07	
16252	DONTE ADAMS	DONTE ADAMS	06/12/2024	150.00	
16253	FDOT	FDOT	06/12/2024	3.95	
16254	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	06/12/2024	228.77	
16255	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	06/12/2024	134.99	
16256	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ	06/12/2024	260.90	
				Non-Electronic Transactions:	3,152.68
				Total Transactions:	3,152.68

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2024 11:01:55 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16257	1360	UNITED STATES TREASURY	06/18/2024	722.64	
16258	1364	DREW BEINHAKER, ESQUIRE	06/18/2024	202.90	
16259	1377	ALESANDRA SMITH	06/18/2024	150.00	
16260	SERENA BROCKMAN	SERENA BROCKMAN	06/18/2024	150.00	
16261	XEROX CORP	XEROX CORPORATION	06/18/2024	327.57	
				Non-Electronic Transactions:	1,553.11
				Total Transactions:	1,553.11

AP Check Register Report

City Of South Bay (CSBFND)

6/21/2024 3:47:13 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16262	1357	PENGUIN 1 & ASSOCIATION	06/21/2024	2,965.00	
16263	BANK OF AMERICA, NA	BANK OF AMERICA	06/21/2024	3,162.86	
16264	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	06/21/2024	43,009.25	
				Non-Electronic Transactions:	49,137.11
				Total Transactions:	49,137.11

AP Check Register Report

City Of South Bay (CSBFND)

6/27/2024 2:45:28 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16265	1143	PPLSI	06/27/2024	76.80	
16266	1320	ALLIED BENEFIT SYSTEMS LLC	06/27/2024	9,856.66	
16267	1330	ASSURITY LIFE INSURANCE COMPANY	06/27/2024	1,135.76	
16268	1341	TAYLOR ELECTRIC AND AIR CONDITIONING	06/27/2024	276.79	
16269	AFLAC	AFLAC	06/27/2024	1,685.33	
16270	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE CO	06/27/2024	1,216.26	
16271	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	06/27/2024	1,500.00	
16272	COLONIAL LIFE PROCES	COLONIAL LIFE	06/27/2024	395.37	
16273	DAVID HOBBS	DAVID HOBBS	06/27/2024	150.00	
16274	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	06/27/2024	242.93	
16275	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	06/27/2024	200.00	
16276	IAMAW	IAMAW	06/27/2024	269.28	
16277	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	06/27/2024	91.80	
16278	LIBERTY NATIONAL	LIBERTY NATIONAL	06/27/2024	284.94	
16279	MUTUAL OF OMAHA	MUTUAL OF OMAHA	06/27/2024	324.49	
16280	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	06/27/2024	265.00	
16281	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	06/27/2024	19,601.50	
16282	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY, LLC	06/27/2024	336.50	
16283	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT	06/27/2024	250.00	
16284	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	06/27/2024	55.00	
16285	UNITED HEALTH CARE	UHS PREMIUM BILLING	06/27/2024	512.81	
16286	VRC	VRC	06/27/2024	460.50	
16287	WALMART (CAPITAL ONE	CAPITAL ONE	06/27/2024	530.43	
16288	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	06/27/2024	68.50	
16289	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	06/27/2024	77.98	
				Non-Electronic Transactions:	39,864.63
				Total Transactions:	39,864.63

AP Check Register Report

City Of South Bay (CSBFND)

7/3/2024 1:53:23 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16290	1378	WYNDHAM GRAND ORLANDO RESORT	07/03/2024	825.00	
16291	ANDERSON & CARR, INC	ANDERSON & CARR, INC	07/03/2024	2,500.00	
16292	CAP GOVERNMENT	CAP GOVERNMENT	07/03/2024	11,725.00	
16293	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/03/2024	288.79	
16294	FEDERAL EXPRESS	FEDERAL EXPRESS	07/03/2024	153.01	
16295	FPL	FPL	07/03/2024	6,931.68	
16296	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	07/03/2024	1,666.66	
16297	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	07/03/2024	2,730.14	
16298	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	07/03/2024	410.00	
16299	TYSHIA R. CROSS	TYSHIA CROSS	07/03/2024	100.00	
				Non-Electronic Transactions:	27,330.28
				Total Transactions:	27,330.28

AP Check Register Report

City Of South Bay (CSBFND)

7/8/2024 2:50:21 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
299	1374	HUURR HOMES LLC	07/03/2024	26,579.13	
300	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	07/03/2024	15,900.00	
Non-Electronic Transactions:					42,479.13
Total Transactions:					42,479.13

AP Check Register Report
City Of South Bay (CSBFND)

6/13/2024 10:44:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
298	CAP GOVERNMENT	CAP GOVERNMENT	06/13/2024	3,960.00	
				Non-Electronic Transactions:	3,960.00
				Total Transactions:	3,960.00

AP Check Register Report

City Of South Bay (CSBFND)

6/4/2024 9:59:16 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
296	CAP ENGINEERING	CAP ENGINEERING	06/04/2024	4,760.00	
Non-Electronic Transactions:					4,760.00
Total Transactions :					4,760.00

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

6/5/2024 9:27:32 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
297	1374	HUURR HOMES LLC	06/05/2024	25,679.04	
Totals:			Total Transactions:		25,679.04

AP Check Register Report
City Of South Bay (CSBFND)

6/4/2024 9:14:43 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
344	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/04/2024	26,817.67	
				Non-Electronic Transactions:	26,817.67
				Total Transactions:	26,817.67

AP Check Register Report

City Of South Bay (CSBFND)

6/17/2024 3:31:21 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
345	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/17/2024	13,379.45	
				Non-Electronic Transactions:	13,379.45
				Total Transactions:	13,379.45

AP Check Register Report

City Of South Bay (CSBFND)

7/2/2024 1:38:36 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
346	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/02/2024	25,058.88	
				Non-Electronic Transactions:	25,058.88
				Total Transactions:	25,058.88