



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, SEPTEMBER 3, 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, SEPTEMBER 3, 2024
6:30 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 3, 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. Greg Parks, RED SPEED USA

- 3.a. Red Speed School Zone

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 –August 6, 2024

- 5.a. Meeting Minutes

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -September 3, 2024

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

- a. RESOLUTION 36-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET OF THE CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

- b. RESOLUTION NO. 37-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

- 6.b. RaceTrac MMOA

- c. RESOLUTION NO. 38-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.c. NEAT Agreement

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT



RedSpeed's Industry-leading Photo Enforcement Solution

RedSpeed is pleased to pioneer safety programs under the new HB657. Together, we can achieve the following:

Up to

90%

Reduction in
School Zone
Speeding

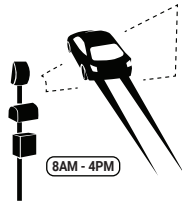


New Funding for
Crossing Guards



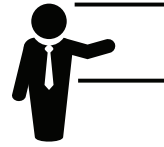
Provide incidental
crime fighting tools

Florida Communities have a new tool to protect our children with a groundbreaking and bipartisan new law, HB657 which provides for automated enforcement of school zones when children are present. **This new statewide law offers Florida communities** a simple, effective, and inexpensive way to protect our students.



Time of enforcement

The bill would allow communities to install school zone cameras that automatically enforce speed limits through school zones. Cameras and speed detection systems only operate on school days, beginning 30 minutes before and ending 30 minutes after school.



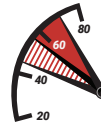
Not a gotcha program

A county or municipality must spend at least 30 days educating the public about the new enforcement measures and only issue warnings before they are allowed to levy fines.



Officer-verified

No citations will be issued until a law officer first reviews and confirms the violation.



Egregious speeders

Only the most egregious violators will be cited - those going at least 10 miles above the speed limit. No points will be assessed. Insurance companies will not be notified.



A vital law enforcement tool for Amber Alerts



Appeals process

There is an appeal process for those who believe they have been wrongfully cited.



A proven success in Georgia, including Thomasville and the Atlanta area, as well as other states.

Widespread Support



International Association of Chiefs of Police (IACP) supports automated enforcement technology to improve public safety in school zones and other locations.



Florida Police Chiefs Association (FPCA) supports SB588 / HB657 in the 2023 Legislative Session.



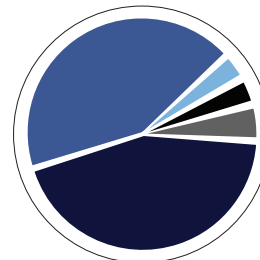
National Transportation Safety Board (NTSB) recommends implementation in every state.



Insurance Institute for Highway Safety (IIHS) supports use of automated speed enforcement.

Public Safety Funding

Breakdown of \$100 Civil Penalty



- \$20** State General Fund
- \$60** Local municipality or county for public safety
- \$12** Local school districts security, improve safety of student walking conditions
- \$3** FDLE Criminal Standards + Training Fund
- \$5** School Crossing Guard Recruitment and Retention

Turn-Key School Zone Speed Photo Enforcement Solution

RedSpeed's speed photo enforcement system is based entirely around **high-resolution video technology** and offers an **industry-leading** set of features at **no cost** to the school system, city or county. Violator revenue can be used to fund school resource officers, active shooter detection systems, vehicles, equipment or other policing initiatives.

- **LED IR Illumination**
No distracting flash
- **ALPR**
Built-in Amber Alert
- **Color HD Video Day / Night**
- **Radar or LiDAR Speed Detection**
- **Remote Video Archive Retrieval**
- **Live Video Streaming**
- **Proven to Capture 50% More Violations**
- **Traffic and Speed Reports**
- **Single Pole Installation**



Site Selection and Analysis

Speed study of each location, accident damage analysis, engineering feasibility study



Camera Installation

Permit acquisition including local and state bodies, installation coordination between civil contractors and municipality



Violation Processing

Initial violation screening based on municipal rules, registered owner name / address retrieval and verification for all 50 states, printing and mailing



Web-Enabled Tools

All software is web-based



Adjudication Support

Full municipal adjudication support options



Call Center

Multilingual call center can process payments, schedule hearings and respond to general questions.



Payment Processing

Lockbox, online, phone and in-person payment processing of credit cards, checks and cash

RedSpeed will provide a **robust** and **customized public education** and **awareness** program to support your program.

We make it easy with a **turnkey program** and **100% web based, easy to use** software.



RedSpeed is Proud to be
a Chief Sponsor of FPCA

Greg Parks
Senior Vice President

913 575 2912
greg.parks@redspeed-usa.com
redspeed-usa.com

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 6, 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
Vicenta DelBosquez, City Clerk
Edgar Kerr, Public Works Director
King Kindred, Parks and Recreation Director

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **Proposed Budget 2024-2025**
4. **ADJOURNMENT at 6:46pm**

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

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, AUGUST 6, 2024
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on August 6, 2024 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

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

Staff:

Leondrae Camel, City Manager
 Napoleon Collins, Economic and Business Development Manager
 Burnadette Norris-Weeks, City Attorney
 Massih Saadatmand, Finance Director
 Vicenta DelBosquez, City Clerk

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

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

- a. Regular City Workshop and City Meeting

Approval of Meeting Agenda-July 16, 2024

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Berry

- b. Regular City Workshop and City Meeting

Approval of Meeting Agenda -August 6, 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

- a. RESOLUTIONS 33-2024(Non- Consent) and Quasi-Judicial Hearing, if applicable
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CANCELLING THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ON AUGUST 20, 2024 AND NOVEMBER 5, 2024; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE

6.a. South Bay Commission Chambers Agreement

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

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

b. RESOLUTION NO. 34-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

6.b. CDBG 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

c. RESOLUTION NO. 35-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A "SOUTH BAY REUNION 2024" EVENT WITHIN THE CITY TO BE HELD AT COX PARK AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE (01:16:19)

6.c. South Bay Reunion Special Event Application

6.c. South Bay Reunion Department Notes

Moved by: Commissioner Polk

Seconded by: Vice-Mayor McKelvin

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

Motion to Move Resolution No. 35-2024 as Amended

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

7.ORDINANCE(NONE)

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

- a. FLC Annual Conference, August 15-17th, Diplomat Beach Resort, Hollywood, FL

11. CITY MANAGER REPORT

- a. Invitation from US Congresswoman McCormick to attend the Congressional Black Caucus event in Washington, DC

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS

a. Historic Designation Markers

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

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

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

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

15. ADJOURNMENT 8:36 pm

Moved by:

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 36-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET OF THE CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

WHEREAS, the City Manager of the City of South Bay ("City") has recommended an annual budget for the City for Fiscal Year 2024-2025 commencing October 1, 2024, and ending September 30, 2025, which budget relies upon a millage rate of 6.3089 mills; and

WHEREAS, the City of South Bay ("City") scheduled Final Budget Hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 18, 2024; and

WHEREAS, the City Commission for the City of South Bay finds that adoption of a tentative municipal budget for Fiscal Year 2024-2025 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. Adoption of Tentative Fund Budgets. The City of South Bay, Florida, hereby adopts for the fiscal year, beginning October 1, 2024, and ending September 30, 2025, the following tentative fund budgets.

Section 3. Commission Findings and Determination. The City Commission finds and determines that sums set forth in the following tentative fund budgets are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.

1. The City of South Bay, Florida, hereby adopts for the fiscal year, beginning October 1, 2024, and ending September 30, 2025, the following tentative fund budgets.
2. The City Commission finds and determines that sums set forth in the following tentative fund budgets are necessary to preserve the Public Health, Public

Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.

- (a) There is hereby appropriated from General Fund of the City of South Bay for the above-described fiscal year, total sum of Two Million Six Hundred Nineteen Thousand Nine Hundred Fifty-Seven Dollars (\$2,619,957.00) to provide for the budget of General Fund.
- (b) There is hereby appropriated from various Capital Projects Grants, Sales Tax Revenues, and Transfer in for the above-described fiscal year the total sum of Four Million One Hundred Seventy Thousand Dollars (\$4,170,000.00) to provide for the Budget of the Capital Project Fund.
- (c) There is hereby appropriated from Water and Sewer Fund of the City of South Bay for the above-described fiscal year, total sum of One Hundred Ninety-Seven Thousand Five Hundred Dollars (\$197,500.00) to provide for the Budget of the Water and Sewer Fund.
- (d) There is hereby appropriated from Sanitation Fund of the City of South Bay for the above-described fiscal year, total sum of Nine Hundred Fifty-Two Thousand Five Hundred Dollars (\$952,500.00) to provide for the Budget of the Sanitation Fund.

Section 4. Time Period. This Resolution providing for said year set forth above is adopted to cover said period of time only.

Section 5. Public Hearing. The City of South Bay of Palm Beach County, Florida, on, September 3, 2024, held a public hearing pursuant to Section 200.065, Florida Statutes.

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

PASSED and ADOPTED this 3rd day of September 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vincenta 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)

RESOLUTION NO. 37-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over State Road 25 (US-27) as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, FDOT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in Exhibit "A", within the corporate limits of the City of South Bay ("City"); and

WHEREAS, FDOT and the City signed Maintenance Memorandums of Agreement on May 1, 2007, and November 13, 2007, whereby the City agreed to maintain stamped concrete, landscaping and irrigation improvements installed by FDOT on State Road 25 (US-27) from Milepost 11.635 to Milepost 12.554, within the rights of way of the City's jurisdictional limits; and

WHEREAS, the City seeks to install by permit and maintain certain additional landscape improvements within the right of way of State Road 25 (US-27) from Milepost 11.819 to Milepost 12.046; and

WHEREAS, the City is agreeable to maintaining those landscape improvements within the City's limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The City agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute the attached Memorandum of 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 the Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement, 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 3rd day of September 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)

SECTION: 93100000
PERMIT: 2023-L-496-00002
COUNTY: Palm Beach
STATE RD: 25

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY OF SOUTH BAY**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 25 (US-27)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY; and

WHEREAS, the DEPARTMENT and the AGENCY signed Maintenance Memorandums of Agreement on May 1, 2007, and November 13, 2007, whereby the AGENCY agreed to maintain stamped concrete, landscaping, and irrigation improvements installed by the DEPARTMENT on **State Road 25 (US-27)** from Milepost 11.635 to Milepost 12.554, within the rights of way of the AGENCY'S jurisdictional limits; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain additional landscape improvements within the right of way of **State Road 25 (US-27)** from Milepost 11.819 to Milepost 12.046, as described in **Exhibit "B"**; and

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No. _____, dated _____, 20____, attached hereto as **Exhibit "D"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) The AGENCY shall provide the local FDOT Operation Center (Palm Beach Operations, 7900 Forest Hill Blvd, West Palm Beach, FL 33413, 561-432-4966) a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- (j) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the

Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with such utilities are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for:

- 1) Impact and connection fees.
 - 2) The on-going cost of utility usage for water and electricity.
- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days in which to correct the cited deficiencies. If said deficiencies are not corrected within this time-period, the DEPARTMENT may, at its option, proceed as follows:

- (a) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
- (b) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT, in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide the DEPARTMENT with written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:

City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493
Attn: Leondrae Camel
Title: City Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

CITY OF SOUTH BAY

By: _____
Chairperson / Mayor / Manager

Date: _____

Attest: _____
City Clerk

(SEAL)

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Transportation Development Director

Date: _____

Attest: _____
Executive Secretary

(SEAL)

Legal Review: _____
Office of the District General Counsel

SECTION: 93100000
PERMIT: 2023-L-496-00002
COUNTY: Palm Beach
STATE RD: 25

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

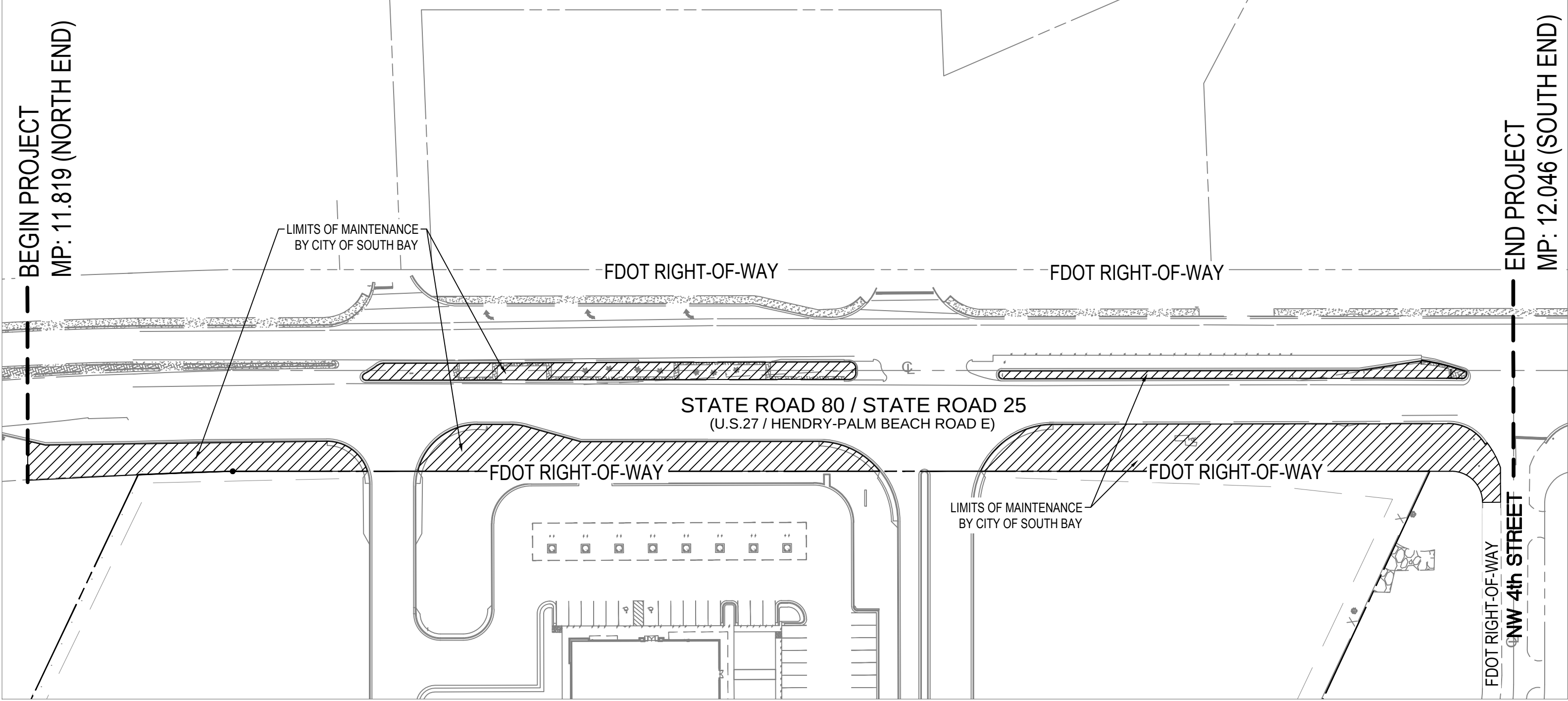
I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

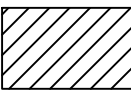
State Road 25 (US Highway 27) from M.P. 11.819 to M.P. 12.046 (NW 4th Street)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

See attached map*

*All maintenance boundaries of previous Agreements remain in effect.



 LIMIT OF MAINTENANCE BY CITY OF SOUTH BAY *

* All maintenance boundaries of previous Agreements remain in effect.

**LANDSCAPE IMPROVEMENTS
MAINTENANCE BOUNDARY MAP
CITY OF SOUTH BAY**


Scale: Not to Scale

**Design Speed = 45 MPH
FDOT Landscape Permit No. 2023-L-496-00002**

SECTION: 93100000
PERMIT: 2023-L-496-00002
COUNTY: Palm Beach
STATE RD: 25

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Kenn Bates, RLA
Evergreen Design Group

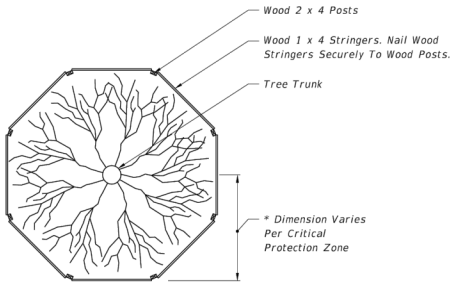
Date: June 5, 2024

EXISTING TREES ALONG US HIGHWAY 27													
Tree #	Common Name	Genus Species	DBH (inches)	Height Overall (feet)	Palm Ht. (c.t. or g.w.)	Spread (feet)	Condition Rating (Percentage)	Notes	Transplant Candidate?	Possible Utility Conflict?	Minimum Rootball Depth (inches)	Disposition	Tree Removal Permit #
01	Crape Myrtle	Lagerstroemia indica	5	10		8	80		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
02	Crape Myrtle	Lagerstroemia indica	6	9		8	80		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
03	Crape Myrtle	Lagerstroemia indica	4	10		8	65		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
04	Gumbo Limbo	Bursera simaruba	8	15		15	80		Yes	Not Likely	24-30	Relocate	Tree Removal Permit # Pending
05	Gumbo Limbo	Bursera simaruba	7	15		20	60		Yes	Not Likely	24-30	Relocate	Tree Removal Permit # Pending
06	Gumbo Limbo	Bursera simaruba	9	18		15	80		Yes	Not Likely	24-30	Relocate	Tree Removal Permit # Pending
07	Crape Myrtle	Lagerstroemia indica	7	9		7	80		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
08	Crape Myrtle	Lagerstroemia indica	6	10		8	80		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
09	Crape Myrtle	Lagerstroemia indica	5	10		8	70		Yes	Not Likely	18-24	Relocate	Tree Removal Permit # Pending
10	Cabbage Palm	Sabal palmetto			15	20	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
11	Cabbage Palm	Sabal palmetto			14	20	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
12	Cabbage Palm	Sabal palmetto			15	20	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
13	Cabbage Palm	Sabal palmetto			14	20	60		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
14	Cabbage Palm	Sabal palmetto			14	20	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
15	Live Oak	Quercus virginiana	11	20		25	75		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
16	Live Oak	Quercus virginiana	13	22		25	60		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
17	Live Oak	Quercus virginiana	4	12		7	40	Canopy dieback, no foliage	NO	Not Likely	18-24	Remove	Tree Removal Permit # Pending
18	Crape Myrtle	Lagerstroemia indica	14	12		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
19	Crape Myrtle	Lagerstroemia indica	16	12		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
20	Crape Myrtle	Lagerstroemia indica	17	15		15	85		Yes	LIKELY	30-36	REMOVED	Tree Removal Permit # Pending
21	Cabbage Palm	Sabal palmetto			11	15	70		Yes	LIKELY	24-30	REMOVED	Tree Removal Permit # Pending
22	Cabbage Palm	Sabal palmetto			18	20	70		Yes	LIKELY	24-30	REMOVED	Tree Removal Permit # Pending
23	Cabbage Palm	Sabal palmetto			19	20	85		Yes	LIKELY	24-30	REMOVED	Tree Removal Permit # Pending
24	Cabbage Palm	Sabal palmetto			22	20	80		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
25	Cabbage Palm	Sabal palmetto			16	20	50	Palm is in decline, test for lethal bronzing	No	LIKELY	24-30	Remove	Tree Removal Permit # Pending
26	Cabbage Palm	Sabal palmetto			17	20	80		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
27	Cabbage Palm	Sabal palmetto			14	15	80		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
28	Cabbage Palm	Sabal palmetto			14	15	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
29	Live Oak	Quercus virginiana	7	16		12	40	Canopy dieback, no foliage	NO	Not Likely	24-30	Remove	Tree Removal Permit # Pending
30	Crape Myrtle	Lagerstroemia indica	17	15		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
31	Crape Myrtle	Lagerstroemia indica	16	15		15	80		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
32	Crape Myrtle	Lagerstroemia indica	14	16		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
33	Crape Myrtle	Lagerstroemia indica	15	15		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
34	Crape Myrtle	Lagerstroemia indica	13	15		15	85		Yes	LIKELY	30-36	Relocate	Tree Removal Permit # Pending
35	Solitaire Palm	Ptychosperma elegans			20	0	0	DEAD	No	N/A	18-24	Remove	Tree Removal Permit # Pending
36	Solitaire Palm	Ptychosperma elegans			16	8	70		Yes	N/A	18-24	Remain in Place	---
37	Solitaire Palm	Ptychosperma elegans			13	8	80		Yes	N/A	18-24	Remain in Place	---
38	Solitaire Palm	Ptychosperma elegans			20	0	0	DEAD	No	N/A	18-24	Remove	Tree Removal Permit # Pending
39	Solitaire Palm	Ptychosperma elegans			15	8	80		Yes	N/A	18-24	Remain in Place	---
40	Solitaire Palm	Ptychosperma elegans			15	8	80		Yes	N/A	18-24	Remain in Place	---
41	Solitaire Palm	Ptychosperma elegans			15	10	80		Yes	N/A	18-24	Remain in Place	---
42	Solitaire Palm	Ptychosperma elegans			12	8	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
43	Solitaire Palm	Ptychosperma elegans			12	8	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
44	Solitaire Palm	Ptychosperma elegans			13	8	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
45	Solitaire Palm	Ptychosperma elegans			16	10	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
46	Solitaire Palm	Ptychosperma elegans			17	8	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
47	Solitaire Palm	Ptychosperma elegans			16	8	80		Yes	N/A	18-24	Relocate	Tree Removal Permit # Pending
48	Live Oak	Quercus virginiana	6	15		10	75		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
49	Cabbage Palm	Sabal palmetto			15	20	80		Yes	LIKELY	24-30	Relocate	Tree Removal Permit # Pending
50	Cabbage Palm	Sabal palmetto			17	20	80	Strangler fig growing on trunk	Yes	LIKELY	24-30	Remain in Place	---
51	Cabbage Palm	Sabal palmetto			17	20	85		Yes	LIKELY	24-30	Remain in Place	---

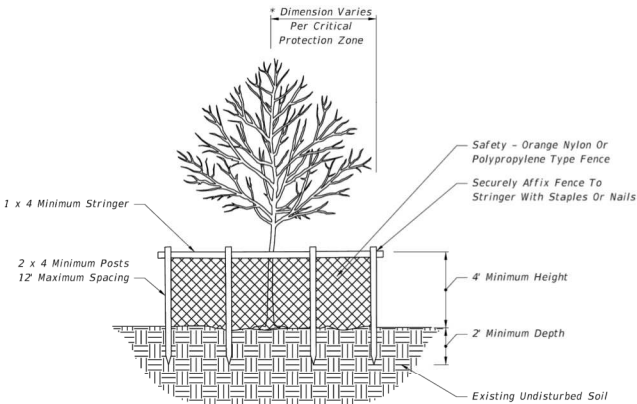
TOTAL 20 EXISTING TREES TO BE RELOCATED; CONDITION RATING ≥ 60%
TOTAL 19 EXISTING PALMS TO BE RELOCATED; CONDITION RATING ≥ 60%
TOTAL 2 EXISTING TREES AND 3 EXISTING PALMS TO BE REMOVED; CONDITION RATING ≤ 50%
TOTAL 7 EXISTING PALMS TO REMAIN, CONDITION RATING ≥ 70%

CITY OF SOUTH BAY TREE REMOVAL PERMIT

SEE SHEET FD-2.0 FOR FDOT GENERAL NOTES.



NOTE: For Groups Of Trees, Place Barricades Between Trees And Construction Activity.



NOTES: Critical Protection Zone: The Area Surrounding A Tree Within A Circle Described By A Radius Of One Foot For Each Inch Of The Tree Trunk Diameter At 54" Above Finished Grade. For Groups Of Trees, Place Barricades Between Trees And Construction Activity.

* Tree Protection Barricades Shall Be Located To Protect A Minimum Of 75% Of The Critical Protection Zone.

TREE PROTECTION BARRICADE

NOTE: FOR THE TREE PROTECTION BARRICADE THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY REFER TO STANDARD PLANS INDEX 110-100 TREE PROTECTION AND PRESERVATION. ONLINE REFERENCE: <https://fdotwww.blob.core.windows.net/infoclient/docs/default-source/design/standardplans/2023idx110-100.pdf>

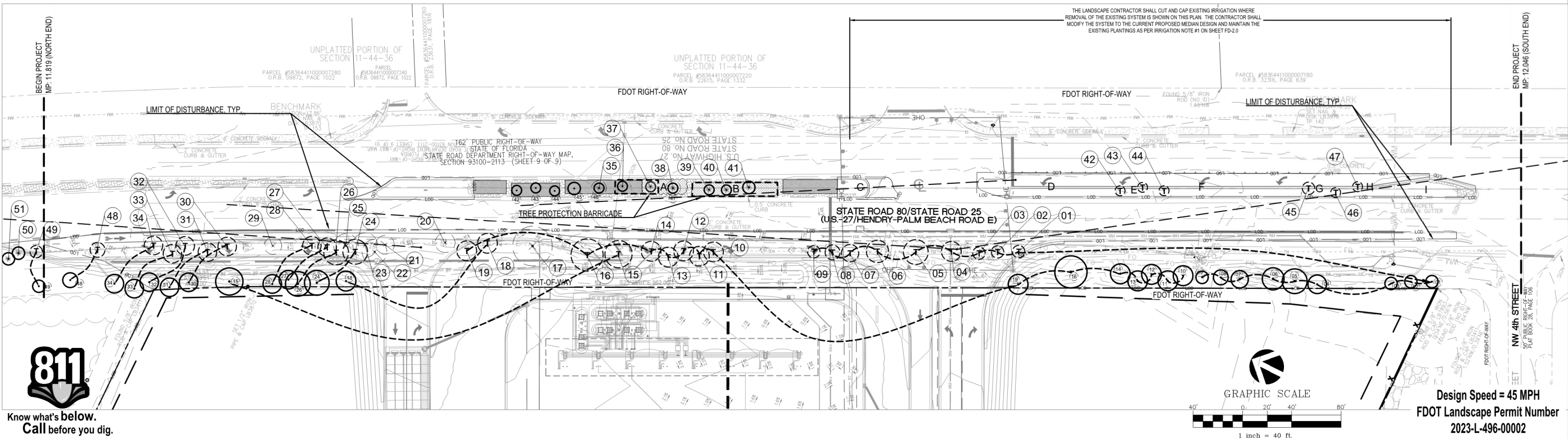
RELOCATION & ESTABLISHMENT PLAN

- ALL TREES & PALMS INDICATED FOR "RELOCATE" SHALL BE RELOCATED WITHIN THE RIGHT-OF-WAY (R.O.W.) AS INDICATED ON THE PLAN.
- CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ANY RELOCATION ACTIVITIES OCCURRING.
- CONTRACTOR SHALL USE CAUTION AND CAREFULLY CONSIDER THE METHOD(S) TO EXTRACT EXISTING TREES & PALMS FROM THEIR EXISTING LOCATIONS TO NOT DAMAGE OR IMPACT EXISTING UTILITIES LOCATED BELOW AS INDICATED IN THE TREE INVENTORY. HAND DIGGING SHOULD BE CONSIDERED OVER MECHANICAL METHODS, BUT THE FINAL DECISION IS THE CONTRACTOR'S.
- ALL RELOCATED TREES & PALMS SHALL BE MAINTAINED AND CARED FOR BY THE CONTRACTOR DURING A ONE YEAR ESTABLISHMENT PERIOD COMMENCING FROM THE TIME OF RELOCATION ACTIVITIES.
- ESTABLISHMENT PERIOD CARE & MAINTENANCE SHALL INCLUDE:
 - WATERING - PROVIDE EVEN AND THOROUGH WATER DISPERSAL TO WET THE ENTIRE ROOT ZONE BUT NOT TO SATURATE THE SOIL. AVOID EXTREMES IN WATERING.
 - FERTILIZATION/INSECTICIDES/FUNGICIDES - APPLY SOIL AMENDMENTS AT INSTALLATION; FERTILIZE IN SUCH A MANNER AND FREQUENCY TO ENSURE PLANTS REMAIN HEALTHY, WITHOUT UNDER OR OVER NOURISHING THEM. APPLY INSECTICIDES & FUNGICIDES AS NEEDED TO ENSURE PLANTS REMAIN PEST AND DISEASE FREE.
 - PROVIDE 3" DEPTH OF MULCH OVER ROOTBALLS TO PREVENT WEED GROWTH, RETAIN MOISTURE, AND PROTECT FROM SOIL EROSION AND LOSS OF NUTRIENTS. KEEP MULCH AWAY FROM TRUNKS. NO CYPRESS MULCH SHALL BE USED.
 - STAKE AND GUY TREES AND PALMS. REMOVE AT THE COMPLETION OF THE ON YEAR ESTABLISHMENT PERIOD.



POSTED SPEED LIMIT
US HIGHWAY 27 N = 45 MPH

Shrub Inventory				
Group ID	Common Name	Genus Species	Condition	Coverage
A	Parsons Juniper	Juniperus parsonii	Healthy	50%
B	Podocarpus	Podocarpus macrophyllus	Healthy	100%
C	Redtip coco plum	Chrysobalanus icaco	Healthy	90%
D	Redtip coco plum	Chrysobalanus icaco	Healthy	95%
E	Podocarpus Pringles	Podocarpus macrophyllus 'Pringles'	Healthy	100%
F	Creeping juniper	Juniperus horizontalis	Healthy	40%
G	Podocarpus	Podocarpus macrophyllus 'Pringles'	Healthy	90%
H	Redtip coco plum	Chrysobalanus icaco	Healthy	90%
I	Schilling's dwarf holly	Ilex vomitoria	Declining	5%



2021-07-06
2021-08-02
2021-09-27
2024-04-26

1 INITIAL SUBMITTAL
2 RESUBMITTAL
3 RESUBMITTAL
4 RESUBMITTAL

Digitally signed by
Kenneth D Bates
Reason: LA6666710,
State of Florida
Date: 2024.06.05
13:19:05-0500

KENNETH D. BATES
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 6666710
EXPIRATION DATE 12/31/2028
2555 CULBERTSON ROAD, SUITE 300
FORT LAUDERDALE, FL 33316
www.bowman-engineering.com
LA 6666710

Bowman Consulting Group Ltd
Certificate of Authorization License No. 30427
910 SE 7th St, Suite 200
Fort Lauderdale, FL 33316
www.bowman-engineering.com
© 2021 Bowman Engineering Group Ltd
Phone: (954) 466-1000

THESE PLANS ARE
SUBJECT TO FEDERAL
COPYRIGHT LAWS. ANY
USE OF SAME WITHOUT
WRITTEN PERMISSION
OF RACETRAC
PETROLEUM, INC. IS
PROHIBITED.

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD
SUITE 100 ATLANTA, GA 30339
(770) 431-7600

FDOT -
TREE DISPOSITION PLAN
RACETRAC TRAVEL CENTER
NW 4TH ST & US HIGHWAY 27 N
SOUTH BAY, FLORIDA 33493
PALM BEACH COUNTY

DRAWN-BY YW AM
DATE 6/4/2024
SCALE
DRAWING NAME:
07-010832-D-CP-020-LSP-FDOT.dwg
FD-1.0
SHEET NO. 35 OF 82

1. GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FT 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE
CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/design/standardplans>

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2023 STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/programmanagement/implemented/specbooks>

4. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. FRICTION TESTING WILL BE REQUIRED AT INTERVALS IN ACCORDANCE WITH FDOT FM 5-592, ASTM E274, OR ASTM E1911. ALL COSTS FOR FRICTION TESTING WITHIN THE TRAVEL WAY ARE THE RESPONSIBILITY OF THE AGENCY. ONLINE REFERENCE: https://fdotwww.blob.core.windows.net/stefinility/docs/default-source/programmanagement/implemented/speccbocks/fy-2023-24/fy2023-24eboc.pdf?sfvrsn=6669416d_6

5. ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FOOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526. ONLINE REFERENCE: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy-2023-24ebook.pr?sfvrsn=6669416d_6

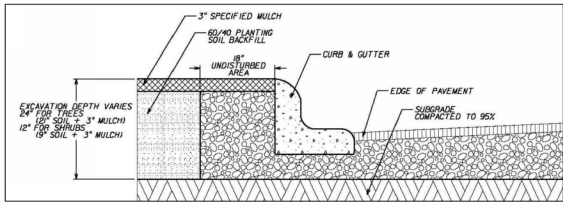
6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE FOOT PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

1. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION 580. ONLINE REFERENCE: [ssm5800000wd-722-i17992.pdf](https://www.flhwy.com/Portals/0/specs/SSM5800000wd-722-i17992.pdf) (windows.net)

2. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION. ONLINE REFERENCE:

3. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 570-010 AND STANDARD SPECIFICATIONS SECTIONS 162, 570, 981, 982, 983, 987 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

- a. IN MEDIAN PLANTING AREAS WHERE EXISTING SUB-GRADE IS COMPACTED ROAD BASE, REPLACE WITH PLANTING SOIL, AS FOLLOWS:
 - a. CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 18" FROM THE BACK OF CURB (SEE DETAIL BELOW),
 - b. CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL INCLUDING CONCRETE, PAVEMENT, ROAD BASE, STONES OVER 3" DIAMETER AND ALL CONSTRUCTION DEBRIS, IS REMOVED FROM MEDIAN AREA TO BE PLANTED AND REPLACED WITH SPECIFIED PLANTING SOIL, E.G. 60% SAND AND 40% MUCK,
 - c. AREAS TO BE PLANTED WITH SHRUBS AND/OR GROUND COVERS: REMOVE COMPACTED SOIL TO A DEPTH OF 12" AND REPLACE WITH SPECIFIED PLANTING SOIL. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH AND 1" CLEAR FROM TOP OF CURB.
 - d. PLANTING PITS FOR TREES AND PALMS: REMOVE COMPACTED SOIL WITHIN THE AREA OF EACH PLANTING PIT TO A DEPTH OF 24" FROM THE TOP OF CURB. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH, AND 1" CLEAR FROM TOP OF CURB.



5. CYPRESS MULCH IS NOT PERMITTED ON THE FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL. CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

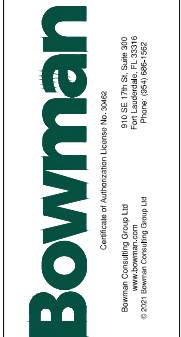
1. SHOULD THE EXISTING IRRIGATION SYSTEM NOT BE FUNCTIONAL FOR A PERIOD OF TIME DURING CONSTRUCTION, ENSURING THAT MEASURES ARE TAKEN TO WATER THE EXISTING PLANT MATERIAL AND SOIL. THIS MAY INCLUDE PORTIONS OF THE RIGHT OF WAY OUTSIDE OF THE RENOVATION AREA DEPENDING ON HOW THE SYSTEM IS ZONED.
2. NOTE THAT 100% COVERAGE MUST BE ACHIEVED WITHIN THE RIGHT OF WAY WHERE IRRIGATION MODIFICATIONS OCCUR.
3. TO ENSURE THE ENTIRE EXISTING IRRIGATION SYSTEM IS RESTORED TO FULLY FUNCTIONAL CONDITION, THE CONTRACTOR AND MAINTAINING AGENCY ARE TO PERFORM A PRE-CONSTRUCTION VISUAL INSPECTION AND PERFORMANCE TEST TO DOCUMENT THE CONDITION OF THE EXISTING SYSTEM. ANY REPAIRS THAT ARE REQUIRED TO THE EXISTING SYSTEM TO REMAIN WILL BE PERFORMED BY THE MAINTAINING AGENCY PRIOR TO CONSTRUCTION. ANY EXISTING OR PROPOSED COMPONENTS THAT ARE DAMAGED DURING CONSTRUCTION OR THE WARRANTY PERIOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENTIRE SYSTEM MUST BE RESTORED TO THE SAME CONDITION IT WAS IN BEFORE THE START OF CONSTRUCTION.
4. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
5. THE FDOT REQUIRES 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
6. CONTRACTOR SHALL PROVIDE THE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
7. SLEEVING MUST BE 36" BELOW THE ROADWAY. VERIFY WITH THE FDOT MAINTENANCE THAT SLEEVING/DIRECTIONAL BORE IS PERMITTED AT THIS TIME. A NEWLY RESURFACED ROAD CANNOT BE DISTURBED FOR 5 YEARS.
8. PERMITTEE'S REPRESENTATIVE & THE FDOT INSPECTOR MUST BE ON SITE DURING ALL BORING ACTIVITIES. UPON COMPLETION OF THE BORING ACTIVITIES, PERMITTEE SHALL PROVIDE ALL DOCUMENTATION TO BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS, SECTION 555 OR 556, WHICHEVER IS APPLICABLE.
9. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING DIRECTIONAL DRILLING AND/OR JACK AND BORE ACTIVITIES SHALL PROVIDE THE DEPARTMENT (PERMITS OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
10. PERMITTEE WILL ENSURE THAT ALL LOCATES HAVE BEEN PERFORMED PRIOR TO SCHEDULING OF ANY BORING ACTIVITIES. THIS SHALL INCLUDE SOFT DIGS TO VERIFY VERTICAL & HORIZONTAL ALIGNMENT.



POSTED SPEED LIMIT
US HIGHWAY 27 N = 45 MPH

[illegible]

Digitally signed by
Kenneth D Bates
Reason: LA6666710,
State of Florida
Date: 2024.06.05



THESE PLANS ARE
SUBJECT TO FEDERAL
COPYRIGHT LAWS; ANY
USE OF SAME WITHOUT
THE EXPRESSED
WRITTEN PERMISSION
OF RACETRAC
PETROLEUM, INC. IS
PROHIBITED.

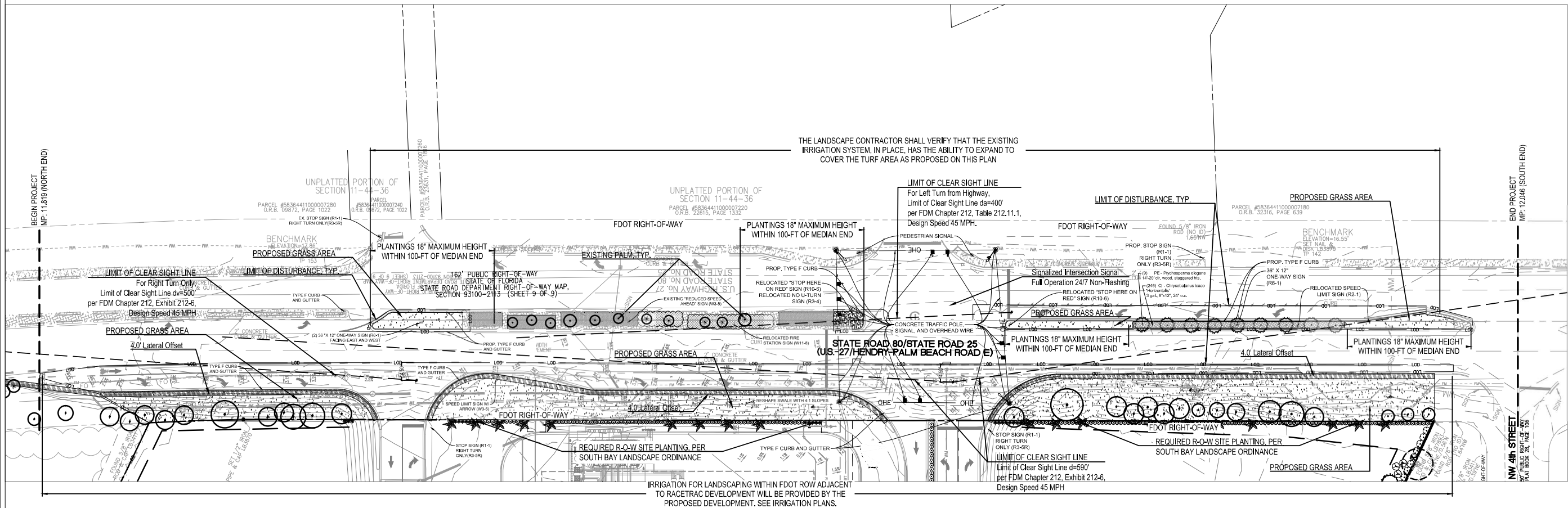


RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD
SUITE 100 ATLANTA, GA 30339
(770) 424-7600

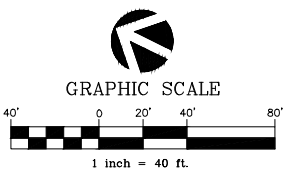
FDOT -
LANDSCAPE PLAN

4TH ST & US HIGHWAY 27 N
SOUTH BAY, FLORIDA 33493

DRAWN-BY	YW AM
DATE	6/4/2024
SCALE	
DRAWING NAME: 07-010832-D-CP-020-LSP-FDOT.dwg	
FD-2.0	
SHEET NO.	VERSION



Know what's **below**.
Call before you dig.



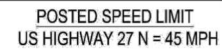
Design Speed = 45 MPH
FDOT Landscape Permit Number
2023-L-496-00002

1. GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FT 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE: <https://www.fdot.gov/design/standardplans>

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2023 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.fdot.gov/programmanagement/implemented/specbooks>

4. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. FRICTION TESTING WILL BE REQUIRED AT INTERVALS IN ACCORDANCE WITH FDOT M-5592, ASTM E274, OR ASTM E1911. ALL COSTS FOR FRICTION TESTING WITHIN THE TRAVEL WAY ARE THE RESPONSIBILITY OF THE AGENCY. ONLINE REFERENCE:
https://dotwww.blob.core.windows.net/stefinity/docs/default-source/programmanagement/implemented/speccbook/sfy-2023-24/sfy-2023-24ebook.pdf?sfvrsn=b6b9416d_6

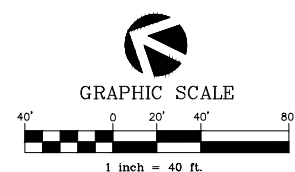
6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE FDOT PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.



NOTE: REMAINDER OF IRRIGATION SYSTEM MUST REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION. IF SYSTEM MUST BE TAKEN OUT OF SERVICE DURING CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR HAND WATERING ALL PLANT MATERIAL IN FULL SHOPPING CENTER UNTIL AUTOMATIC SYSTEM COVERAGE IS RESTORED.



Know what's **below**.
Call before you dig.



Design Speed = 45 MPH
FDOT Landscape Permit Number
2023-L-496-00002

[illegible]

Digitally signed by
Kenneth D Bates
Reason: LA6666710,
State of Florida
Date: 2024.06.05



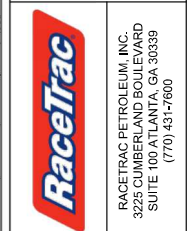
Bowman

Certificate of Authorization License No. 30462

Bowman Consulting Group Ltd
P.O. Box 1000
© 2001 Bowman Consulting Group Ltd

910 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
Phone: (954) 561-1001

THESE PLANS ARE
SUBJECT TO FEDERAL
COPYRIGHT LAWS; ANY
USE OF SAME WITHOUT
THE EXPRESSED
WRITTEN PERMISSION
OF RACETRAC
PETROLEUM, INC. IS
PROHIBITED.



FDOT -
IRRIGATION DEMOLITION PLAN
RACETRAC TRAVEL CENTER
NW 4TH ST & US HIGHWAY 27 N
SOUTH BAY, FLORIDA 33493
PALM BEACH COUNTY

DRAWN-BY	MB / AM
DATE	4/26/2024
SCALE	

DRAWING NAME:
07-010832-D-CP-020-LI-FDOT ROW.dwg

FD-3.0	
--------	--

SHEET NO.	VERSION
-----------	---------

FDOT GENERAL NOTES:

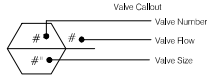
- GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FT 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2023 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/programmanagement/implemented/specbooks>
- ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.
- PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. FRICTION TESTING WILL BE REQUIRED AT INTERVALS IN ACCORDANCE WITH FDOT FM 5-592, ASTM E274, OR ASTM E1911. ALL COSTS FOR FRICTION TESTING WITHIN THE TRAVEL WAY ARE THE RESPONSIBILITY OF THE AGENCY. ONLINE REFERENCE:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebok.pdf?sfvrsn=6b69416d_6
- ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526. ONLINE REFERENCE: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebok.pdf?sfvrsn=6b69416d_6
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE FDOT PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT IRRIGATION NOTES:

- SHOULD THE EXISTING IRRIGATION SYSTEM NOT BE FUNCTIONAL FOR A PERIOD OF TIME DURING CONSTRUCTION, ENSURE THAT MEASURES ARE TAKEN TO WATER THE EXISTING PLANT MATERIAL AND SOD. THIS MAY INCLUDE PORTIONS OF THE RIGHT OF WAY OUTSIDE OF THE RENOVATION AREA DEPENDING ON HOW THE SYSTEM IS ZONED.
- NOTE THAT 100% COVERAGE MUST BE ACHIEVED WITHIN THE RIGHT OF WAY WHERE IRRIGATION MODIFICATIONS OCCUR.
- TO ENSURE THE ENTIRE EXISTING IRRIGATION SYSTEM IS RESTORED TO FULLY FUNCTIONAL CONDITION, THE CONTRACTOR AND MAINTAINING AGENCY ARE TO PERFORM A PRE-CONSTRUCTION VISUAL INSPECTION AND PERFORMANCE TEST TO DOCUMENT THE CONDITION OF THE EXISTING SYSTEM. ANY REPAIRS THAT ARE REQUIRED TO THE EXISTING SYSTEM TO REMAIN WILL BE PERFORMED BY THE MAINTAINING AGENCY PRIOR TO CONSTRUCTION. ANY EXISTING OR PROPOSED COMPONENTS THAT ARE DAMAGED DURING CONSTRUCTION OR THE WARRANTY PERIOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENTIRE SYSTEM MUST BE RESTORED TO THE SAME CONDITION IT WAS IN BEFORE THE START OF CONSTRUCTION.
- THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- THE FDOT REQUIRES 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
- CONTRACTOR SHALL PROVIDE THE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
- SLEEVING MUST BE 36" BELOW THE ROADWAY. VERIFY WITH THE FDOT MAINTENANCE THAT SLEEVING/DIRECTIONAL BORE IS PERMITTED AT THIS TIME. A NEWLY RESURFACED ROAD CANNOT BE DISTURBED FOR 5 YEARS.
- PERMITTEE'S REPRESENTATIVE & THE FDOT INSPECTOR MUST BE ON SITE DURING ALL BORING ACTIVITIES. UPON COMPLETION OF THE BORING ACTIVITIES, PERMITTEE SHALL PROVIDE ALL DOCUMENTATION TO BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS, SECTION 555 OR 556, WHICHEVER IS APPLICABLE.
- PERMITTEE'S CONTRACTORS THAT ARE PERFORMING DIRECTIONAL DRILLING AND/OR JACK AND BORE ACTIVITIES SHALL PROVIDE THE DEPARTMENT (PERMITS OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
- PERMITTEE WILL ENSURE THAT ALL LOCATES HAVE BEEN PERFORMED PRIOR TO SCHEDULING OF ANY BORING ACTIVITIES. THIS SHALL INCLUDE SOFT DIGS TO VERIFY VERTICAL & HORIZONTAL ALIGNMENT.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
	RAIN BIRD 1806-PRS 15 STRIP SERIES TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAIN BIRD 1806-PRS 8 SERIES MPR TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAIN BIRD 1806-PRS 10 SERIES MPR TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAIN BIRD 1806-PRS 12 SERIES MPR TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAIN BIRD 1806-PRS ADJ TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAIN BIRD 1806-PRS ADJ TURF SPRAY 6.0' POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, SIDE AND BOTTOM INLET, 1/2" NPT FEMALE THREADED INLET, PRESSURE REGULATING.	30
	RAINBIRD 1806-SAM-PRS SERIES POP UP SPRAY HEADS WITH ADAPTER AND RAINBIRD #1402 SERIES BUBBLER NOZZLES. (TWO PER TREE)	
	RAINBIRD XCZ-100-PRB-R AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATOR	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	



POSTED SPEED LIMIT
US HIGHWAY 27 N = 45 MPH

Digitally signed by
Kenneth D Bates
Reason: LA6666710,
State of Florida
Date: 2024.06.05
13:13:03 -0500



THESE PLANS ARE
SUBJECT TO FEDERAL
COPYRIGHT LAWS. ANY
USE OF SAME WITHOUT
WRITTEN PERMISSION
OF RACETRAC
PETROLEUM, INC. IS
PROHIBITED.



FDOT -
IRRIGATION PLAN
RACETRAC TRAVEL CENTER
NW 4TH ST & US HIGHWAY 27 N
SOUTH BAY, FLORIDA 33493
PALM BEACH COUNTY

DRAWN-BY MB / AM
DATE 6/5/2024
SCALE
DRAWING NAME:
07-010832-D-CR-020-L1-FDOT ROW.dwg
FD-4.0
SHEET NO. VERSION

LATERAL PIPE SIZE CHART

LATERAL PIPE SHALL BE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF FIVE FEET PER SECOND ACCORDING TO THE FOLLOWING CHART:

FLOW IN GPM	LATERAL PIPE SIZE
UP TO 5 GPM	3/4" CLASS 200
6 - 10 GPM	3/4" CLASS 200
11 - 15 GPM	1" CLASS 200
16 - 28 GPM	1 1/4" CLASS 200
29 - 35 GPM	1 1/2" CLASS 200
36 - 54 GPM	2" CLASS 200
55 - 81 GPM	2 1/2" CLASS 200
82 - 120 GPM	3" CLASS 200

IRRIGATION NOTE:

- L.I.C. SHALL SELECT R-VAN SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.
- ALL PIPE TO BE SIZED SUCH THAT FLOWS WILL NOT EXCEED VELOCITY OF 5 FPS

WATER CONSERVATION

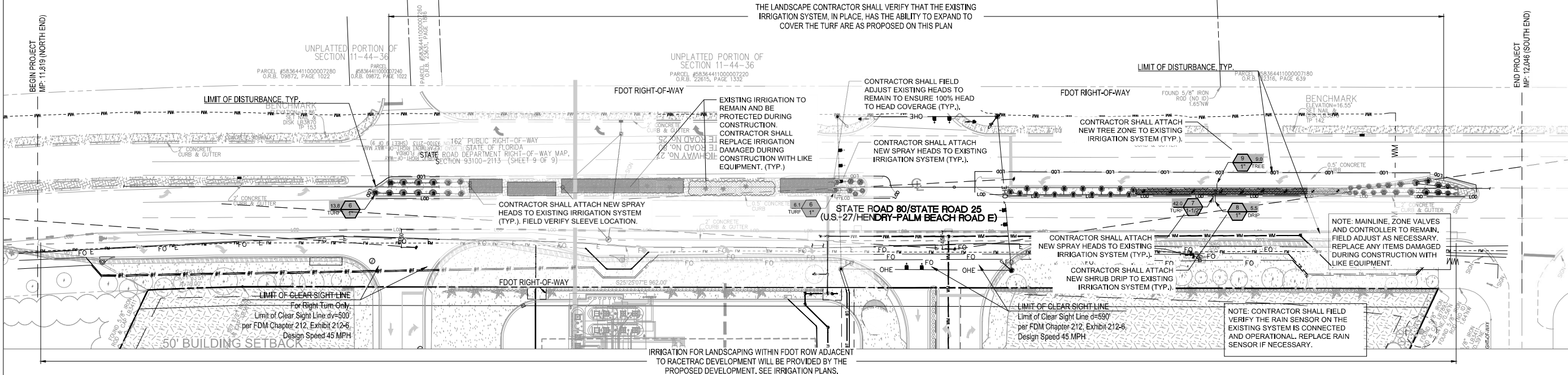
IRRIGATION WATER CONSERVATION SHALL BE ACCOMPLISHED THROUGH THE FOLLOWING EFFORTS:

- SEPARATE TURF / SHRUB ZONES FOR SCHEDULING ADJUSTMENT
- NO OVERSPRAY ONTO PAVEMENT PERMITTED
- USE OF RAIN SENSOR SHUT OFF OVER-RIDE DEVICE

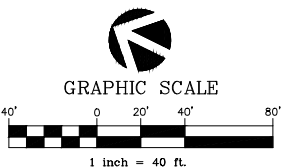
RECLAIMED WATER

PURPLE PIPE AND NON POTABLE EQUIPMENT, INCLUDING VALVE BOXES, VALVE HANDLES, DRIP TUBE, AND HEAD TOPS ARE REQUIRED ON ALL ZONES INCLUDING PESB SERIES VALVES.

NOTE: REMAINDER OF IRRIGATION SYSTEM MUST REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION. IF SYSTEM MUST BE TAKEN OUT OF SERVICE DURING CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR HAND WATERING ALL PLANT MATERIAL IN FULL SHOPPING CENTER UNTIL AUTOMATIC SYSTEM COVERAGE IS RESTORED.



Know what's below.
Call before you dig.



Design Speed = 45 MPH
FDOT Landscape Permit Number
2023-L-496-00002

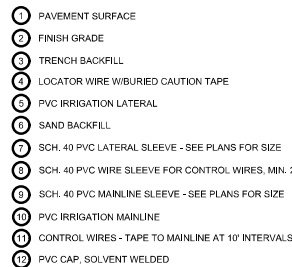
GENERAL

1. ALL WORK SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

- ## PRODUCTS

- ## METHODS

- MATERIALS) TO REMAIN OPERATIONAL FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF FINAL ACCEPTANCE. DURING THIS PERIOD, THE CONTRACTOR SHALL ALSO REPAIR ANY SETTLEMENT OF THE IRRIGATION TRENCHES.
2. BY THE END OF THE WARRANTY PERIOD, ANY IRRIGATION PART THAT IS EITHER NON-OPERATIONAL OR THAT IS OPERATING BELOW STANDARDS SET FORTH BY THE OWNER, SHALL BE REMOVED FROM THE SITE AND SHALL BE REPLACED. REPLACEMENTS SHALL BE OF THE SAME AND AS SPECIFIED IN THE IRRIGATION LEGEND, AND SHALL BE INSTALLED AS ORIGINALLY SPECIFIED.
3. IRRIGATION PARTS DAMAGED OR IMPAIRED DUE TO ACTS OF GOD, VANDALISM, AND/OR THE OWNER'S IMPROPER MAINTENANCE SHALL NOT BE COVERED BY THIS WARRANTY.
- X. SHOULD THE PERMITTING JURISDICTION REQUIRE AN IRRIGATION AUDIT, THE IRRIGATION CONTRACTOR SHALL RETAIN THE SERVICES OF A THIRD-PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR, AT NO ADDITIONAL COST TO THE OWNER.



REGISTERED LANDSCAPE ARCHITECT
KENNETH DALE BATES
8866710
STATE OF TENNESSEE



Bowman

Certificate of Authorization License No. 30462

Bowman Consulting Group Ltd
 910 SE 17th St, Suite 300
 Fort Lauderdale, FL 33316
 Phone: (954) 698-1562
 www.bowman.com
 2021 Bowman Consulting Group Ltd

THESE PLANS ARE
SUBJECT TO FEDERAL
COPYRIGHT LAWS; ANY
USE OF SAME WITHOUT
THE EXPRESSED
WRITTEN PERMISSION
OF RACETRAC
PETROLEUM, INC. IS



RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD
SUITE 100 ATLANTA, GA 30339

FDOT -
ION SPECS & DETAILS
TRAC TRAVEL CENTER
TH ST & US HIGHWAY 27 N
TH BAY, FLORIDA 33493

DRAWN-BY	MB / AM
DATE	4/26/2021
SCALE	
DRAWING NAME: 07-010832-D-CP-020-LI-FDOT ROW	
FD-4.1	
SHEET NO.	VERSION



Know what's below.
Call before you dig.

Design Speed = 45 MPH

FDOT Landscape Permit Number

2023-L-496-00002

SECTION: 93100000
PERMIT: 2023-L-496-00002
COUNTY: Palm Beach
STATE RD: 25

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): State Road 25 from MP: 11.819 (North End)
to MP: 12.046 (South End – NW 4th Street)

Permit or FM No(s): 2023-L-496-00002

RLA of Record: Evergreen Design Group, Inc.

Maintaining Agency: City of South Bay

Date: July 8, 2024

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELED WAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II.

SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. The design intent of the project area is for the landscaping to provide for an aesthetically pleasing and visually attractive roadway corridor through shading and relief from the heat of the sun, median plantings separating the opposing lanes, and maintained turf from the outer curb to the right-of-way for erosion control.
2. Canopy Trees are intended to be maintained at mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
3. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on a quarterly basis.
4. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
6. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

7. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 12-inch setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
8. Maintain the vertical height of:
 - Redtip Cocoplum - *Chrysobalanus icaco* between 22" and 24", full to ground
 - Parson's Juniper – *Juniperus parsonii* between 20" and 22", full to ground
 - Podocarpus – *Podocarpus macrophyllus* between 22" and 24", full to ground
 - NOTE: Where shrubs and groundcovers are located within sight triangles, the maximum maintained height shall be 24" from roadway grade.
9. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
10. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
11. Existing concrete pavers / color stamped concrete shall be inspected on a monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain overall aesthetic appearance and safety, they shall be cleaned on a yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.
12. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase
<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_florida_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
<http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees)*
<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* <http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists <http://www.fleppc.org/list/list.htm>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 93100000
PERMIT: 2023-L-496-00002
COUNTY: Palm Beach
STATE RD: 25

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

(To be provided by City)

RESOLUTION NO. 38-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of Community Revitalization of Palm Beach County provides organizational and technical support to residents and neighborhood organizations desiring to improve the quality of life within their community; and

WHEREAS, the City of South Bay ("City") submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Sixteen Thousand Six Hundred Dollars (\$16,600.00) for a community outreach project. The project entails: 1) the purchase of neighborhood watch signs, solar security lights, and safety light wristbands to support crime prevention events in collaboration with the Palm Beach County Sheriff's Office at a total cost of Nine Thousand Two Hundred Dollars (\$9,200.00); and 2) purchase and installation of a Matrix message board to enhance community communication and information dissemination totaling Seven Thousand Four Hundred Dollars (\$7,400.00), hereinafter referred to as the "Neighborhood Outreach Project" or the "Project"; and

WHEREAS, the City Commission of the City of South Bay finds that accepting funding for the implementation of the City's Neighborhood Outreach Project is in the best interests of the City's residents.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Neighborhood Engagement and Transformation Grant Agreement, attached hereto as Exhibit "A" and 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 3rd day of September 2024.

Joe Kyles, Mayor

ATTEST

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND CITY OF SOUTH BAY
FOR THE
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

THIS AGREEMENT is made and entered into on the ____ day of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and City of South Bay, a political subdivision of the State of Florida, hereinafter referred to as "AWARDEE."

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Sixteen Thousand Six Hundred Dollars (\$16,600) for a community outreach project. The project entails: 1) the purchase of neighborhood watch signs, solar security lights, and safety light wristbands to support crime prevention events in collaboration with the Palm Beach Sheriff's Office (PBSO) with a total cost of \$9,200; and 2) the purchase and installation of a Matrix message board to enhance community communication and information dissemination totaling \$7,400, hereinafter referred to as the "Neighborhood Outreach Project" or the "Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Outreach Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed \$16,600 to help offset expenses toward AWARDEE's implementation of its Neighborhood Outreach Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Outreach Project, serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

ARTICLE 3 – SCHEDULE

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties, which is October 22, 2024.

AWARDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

ARTICLE 4 – PAYMENTS TO AWARDEE AND VENDORS

- A. COUNTY agrees to reimburse the AWARDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit “A.”
- B. AWARDEE hereby authorizes COUNTY to make payments directly to registered County vendors on behalf of AWARDEE for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$16,600) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY’s tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
 - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
 - 2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit “B,” which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor

invoice number, invoice date, and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

3. COUNTY's representative verifies that the project and invoices are in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment.
- D. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, AWARDDEE must also ensure that all vendors are registered in VSS.

ARTICLE 5 – COUNTY'S RIGHT TO INSPECT

COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent on annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

ARTICLE 8 – TERMINATION

The Parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default, and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for above.

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE's sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INSURANCE

- A. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
 - 1. Workers' Compensation coverage in accordance with Florida Statutes, and
 - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.

- C. Prior to execution of this Agreement, AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to OCR Division Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.
- D. The AWARDDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed “NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM” attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDDEE under paragraph B of this Article.

ARTICLE 11 - INDEMNIFICATION

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDDEE.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDDEE.

ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-1,” before engaging in any service in connection to the Project. AWARDDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-2”, before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

ARTICLE 14 - ACCESS AND AUDITS

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County.

The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

ARTICLE 16 - PUBLIC ENTITY CRIMES

As provided in sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 17 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY's notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

ARTICLE 18 - NOTICE

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

If sent to COUNTY:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Division Director
2300 North Jog Road
West Palm Beach, Florida 33411

If sent to AWARDDEE:

Leondrae Camel, City Manager
City of South Bay
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS

AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

ARTICLE 21 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY's

representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680."

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDDEE shall execute by manual means only, unless the Agreement provides otherwise.

ARTICLE 25 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the AWARDDEE certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 26 – HUMAN TRAFFICKING AFFIDAVIT

AWARDEE warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AWARDDEE has executed **Exhibit D**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

WITNESSES:

**AWARDEE
(City of South Bay)**

Witness Signature

By: _____
Leondrae Camel, City Manager (Signature)

Name (type or print)

Leondrae Camel, City Manager
(Name)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Division Director
Office of Community Revitalization



Exhibit "A"

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:

City of South Bay

Project Category:

Neighborhood Outreach

Area Location:

City of South Bay

Project Description:

The project involves two key components:

- 1) The purchase of neighborhood watch signs, solar security lights, and safety light wristbands to support crime prevention events in collaboration with the Palm Beach Sheriff's Office (PBSO). **The requested items include neighborhood watch signs, solar security lights, and safety light wristbands, with a total cost of \$9,200; and**
- 2) The purchase and installation of a Matrix message board to enhance community communication and information dissemination. **The requested item is a Matrix message board, with a total cost of \$7,400.**

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$16,600



EXHIBIT "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM**

DATE: _____ CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____ AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBC.GOV/PBCVENDORS](https://www.pbc.gov/pbcvendors)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMATHEWS@PBC.GOV OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

EXHIBIT “C-1”

AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (“Agreement”) is made this _____ day of _____, 2024, by City of South Bay (“Awardee”) for the benefit of Palm Beach County, Florida, (“County”).

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant (“Grant”) to City of South Bay for an outreach project. The project entails: 1) the purchase of neighborhood watch signs, solar security lights, and safety light wristbands to support crime prevention events in collaboration with the Palm Beach Sheriff’s Office (PBSO) with a total cost of \$9,200; and 2) the purchase and installation of a Matrix message board to enhance community communication and information dissemination totaling \$7,400, hereinafter referred to as the “Neighborhood Outreach Project,” which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of South Bay
Name: Leondrae Camel, City Manager

Signature: _____ Date: _____

EXHIBIT "C-2"

VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____ (month), _____ (year), by _____ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the _____ ("project name") project presented by _____ ("awardee name") to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF SOUTH BAY

PROJECT DESCRIPTION:

The project entails: 1) the purchase of neighborhood watch signs, solar security lights, and safety light wristbands to support crime prevention events in collaboration with the Palm Beach Sheriff's Office (PBSO) with a total cost of \$9,200; and 2) the purchase and installation of a Matrix message board to enhance community communication and information dissemination totaling \$7,400.

County Funds Requested: \$ 16,600

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for City of South Bay a political subdivision of the State of Florida.

INSURANCE NEEDED: Yes ☐

No ☒

COMMENTS: CITY OF SOUTH BAY AND PBC HAVE SOVEREIGN IMMUNITY.

Elizabeth Plaska
SIGNATURE OF REVIEWER

Property Casualty Mgr
TITLE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

8/26/2024
DATE

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(AWARDEE) and attest that AWARDEE does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts
are true and correct.**

(signature of officer or representative) (printed name and title of officer or
representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization this, _____ day of _____, by _____
_____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)



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

Barbar King

Leondrae Camel
City Manager

City Clerk
Vicenta Del Bosques

Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date: August 23, 2024

Ref: Weekly check register

Enclosed, please find the summary of check register as of August 23, 2024:

General Fund

• Utility:	
Comcast	\$ 2,086.42
Verizon	770.69
FPL	7,122.03
PBCWU Dept	2,730.14
• Bank of America	1,779.59
• Marathon	3,514.69
• Lighting by Design	5,794.50
• Coastal network	5,020.00
• Allied Benefits	9,856.66
• PBC Sheriff	19,601.50
• Total Solution	10,500.00
• Ensafe	6,250.00
• Purchased of supplies, materials and parts	5,272.47
• Payment for various services	11,972.94
• Payroll deductions	4,954.99
• Other	2,935.41
Total	\$ 100,162.03

ARP Act Fund

Payroll	\$ 1,049.59
Andre Hamilton	6,795.00
Home Repair	3,000.00
Other	432.85
	<u>11,277.44</u>

Capital Project Fund

Huurr Homes, LLC	\$ 125,027.41
CAP Government	2,970.00
	<u>\$ 127,997.41</u>

Sanitation Fund

Waste Management	\$ 38,120.13
------------------	--------------

"An equal Opportunity
Affirmative Action Employer"

The expense classifications are reported in general ledger

AP Check Register Report
City Of South Bay (CSBFND)

8/22/2024 10:33:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH8960-824	COMCAST	COMCAST	08/22/2024	193.78	ach 8960-824
Totals:			Electronic Transactions:		193.78
			Total Transactions:		193.78

AP Check Register Report

City Of South Bay (CSBFND)

8/12/2024 7:46:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-9978-0824	COMCAST	COMCAST	08/08/2024	433.66	ACH-9978-824
Totals :			Electronic Transactions :		433.66
			Total Transactions :		433.66

AP Check Register Report
City Of South Bay (CSBFND)

8/8/2024 2:09:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-8535114780441	COMCAST	COMCAST	08/08/2024	234.91	ach-1081-824
Totals:			Electronic Transactions:		234.91
			Total Transactions:		234.91

AP Check Register Report

City Of South Bay (CSBFND)

7/30/2024 9:02:38 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 344000056	1146	VERIZON CONNECT FLEET USA LLC	07/30/2024	189.50	ach-6521
ACH-209065741	COMCAST BUSINESS	COMCAST	07/30/2024	881.22	for 209065741
ACH85351150100196	COMCAST	COMCAST	07/30/2024	342.85	ach-9928-824
ACH-9968574591	VERIZON WIRELESS	VERIZON WIRELESS	07/30/2024	581.19	ach-0044
Totals:			Electronic Transactions:		1,994.76
			Total Transactions:		1,994.76

AP Check Register Report

City Of South Bay (CSBFND)

7/31/2024 9:55:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16350	1163	LIGHTING BY DESIGN OF FLORIDA LLC	08/02/2024	5,794.50	
16351	ELISA WALKER	ELISA WALKER	08/02/2024	150.00	
16352	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/02/2024	170.79	
16353	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	08/02/2024	1,666.66	
16354	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/02/2024	232.22	
16355	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	08/02/2024	300.00	
16356	SEASON TO SEASON, LL	SEASON TO SEASON PEST MANAGEMENT	08/02/2024	1,245.00	
16357	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/31/2024	25.00	
				Non-Electronic Transactions:	9,584.17
				Total Transactions:	9,584.17

AP Check Register Report

City Of South Bay (CSBFND)

8/5/2024 11:01:47 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16358	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	08/05/2024	3,520.00	
16359	FPL	FPL	08/05/2024	7,122.03	
16360	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/05/2024	2,730.14	
16361	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	08/05/2024	528.00	
16362	WALMART (CAPITAL ONE	CAPITAL ONE	08/05/2024	510.72	
Non-Electronic Transactions:					14,410.89
Total Transactions:					14,410.89

AP Check Register Report

City Of South Bay (CSBFND)

8/5/2024 1:46:23 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16363	1289	ALBERT POLK	08/05/2024	274.00	
16364	ANDRE L. HAMILTON	ANDRE L. HAMILTON	08/05/2024	6,795.00	
16365	BARBARA KING	BARBARA KING	08/05/2024	274.00	
16366	JOE KYLES	JOE KYLES	08/05/2024	138.00	
16367	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	08/05/2024	180.00	
16368	TARANZA MCKELVIN	TARANZA MCKELVIN	08/05/2024	274.00	
Non-Electronic Transactions:					7,935.00
Total Transactions:					7,935.00

AP Check Register Report

City Of South Bay (CSBFND)

8/9/2024 2:44:16 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16369	1360	UNITED STATES TREASURY	08/09/2024	602.65	
16370	1364	DREW BEINHAKER ESQUIRE	08/09/2024	202.90	
16371	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	08/09/2024	250.00	
16372	CIVICPLUS INC	CIVICPLUS LLC	08/09/2024	2,359.25	
16373	FDOT	FDOT	08/09/2024	10.28	
16374	FEDERAL EXPRESS	FEDERAL EXPRESS	08/09/2024	79.30	
16375	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	08/09/2024	539.04	
16376	INDEPENDENT NEWSPAP	INDEPENDENT NEWS/SELDON INC. USA	08/09/2024	234.20	
16377	LAKE HARDWARE	LAKE HARDWARE	08/09/2024	97.14	
16378	MARATHON MEX BANK	WEX BANK	08/09/2024	3,514.69	
16379	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	08/09/2024	460.97	
16380	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/09/2024	202.15	
16381	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	08/09/2024	410.00	
16382	QUADIENT FINANCE USA	QUADIENT LEASING USA INC	08/09/2024	250.00	
16383	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	08/09/2024	575.98	

Non-Electronic Transactions:

9,792.56

Total Transactions:

9,792.56

AP Check Register Report

City Of South Bay (CSBFND)

8/16/2024 10:21:22 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16384	1314	OLIVIA ANTHONY KERR	08/15/2024	3,000.00	
16385	1341	TAYLOR ELECTRIC AND AIR CONDITIONING	08/15/2024	705.00	
16386	AMAZON CAPITAL SERVIC	AMAZON CAPITAL SERVICES	08/15/2024	652.82	
16387	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	08/15/2024	127.83	
16388	CAP GOVERNMENT	CAP GOVERNMENT	08/15/2024	2,145.00	
16389	CLARKE	CLARKE	08/15/2024	602.70	
16390	COSTCO	COSTCO	08/15/2024	130.00	
				Non-Electronic Transactions:	7,363.35
				Total Transactions:	7,363.35

AP Check Register Report
City Of South Bay (CSBFND)

8/19/2024 9:05:58 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16391	4IMPRINT	4IMPRINT	08/19/2024	432.85	✓
16392	LYNPHAS E. HENRY	LYNPHAS E. HENRY	08/19/2024	550.00	
Non-Electronic Transactions:					982.85
Total Transactions:					982.85

AP Check Register Report

City Of South Bay (CSBFND)

8/22/2024 11:41:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16393	1004	RELIANT FIRE & SECURITY	08/22/2024	146.42	
16394	1320	ALLIED BENEFIT SYSTEMS LLC	08/22/2024	9,856.66	
16395	1330	ASSURITY LIFE INSURANCE COMPANY	08/22/2024	1,041.24	
16396	1382	ENSAFE	08/22/2024	6,250.00	
16397	AFLAC	AFLAC	08/22/2024	1,641.53	
16398	BANK OF AMERICA, NA	BANK OF AMERICA	08/22/2024	1,779.59	
16399	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	08/22/2024	842.24	
16400	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	08/22/2024	1,500.00	
16401	COLONIAL LIFE PROCES	COLONIAL LIFE	08/22/2024	283.89	
16402	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	08/22/2024	144.00	
16403	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/22/2024	102.30	
16404	FSA	FLORIDA STORMWATER ASSOCIATION	08/22/2024	500.00	
16405	IAMAW	IAMAW	08/22/2024	336.60	
16406	LAKE HARDWARE	LAKE HARDWARE	08/22/2024	35.05	
16407	LIBERTY NATIONAL	LIBERTY NATIONAL	08/22/2024	284.94	
16408	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/22/2024	345.13	
16409	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/22/2024	166.21	
16410	PALM BEACH COUNTY	BOARD OF COUNTY COMMISSIONERS/ PALM BEACH	08/22/2024	110.00	
16411	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	08/22/2024	19,601.50	
16412	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	08/22/2024	410.00	
16413	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	08/22/2024	511.38	
16414	SEASON TO SEASON, LL	SEASON TO SEASON PEST MANAGEMENT	08/22/2024	250.00	
16415	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	08/22/2024	10,500.00	
16416	UNITED HEALTH CARE	UHS PREMIUM BILLING	08/22/2024	492.56	
16417	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	08/22/2024	68.50	
16418	XEROX CORP	XEROX CORPORATION	08/22/2024	264.03	
				Non-Electronic Transactions:	57,463.77
				Total Transactions:	57,463.77

AP Check Register Report
City Of South Bay (CSBFND)

8/13/2024 1:44:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
301	1374	HUURR HOMES LLC	08/13/2024	125,027.41	
				Non-Electronic Transactions:	125,027.41
				Total Transactions:	125,027.41

AP Check Register Report

City Of South Bay (CSBFND)

8/16/2024 1:33:10 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
302	CAP GOVERNMENT	CAP GOVERNMENT	08/16/2024	2,970.00	
Non-Electronic Transactions:					2,970.00
Total Transactions:					2,970.00

AP Check Register Report
City Of South Bay (CSBFND)

8/5/2024 11:51:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
349	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	08/05/2024	25,354.56	
				Non-Electronic Transactions:	25,354.56
				Total Transactions:	25,354.56

AP Check Register Report

City Of South Bay (CSBFND)

8/16/2024 11:41:00 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
350	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/15/2024	12,765.57	
				Non-Electronic Transactions:	12,765.57
				Total Transactions:	12,765.57