



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, JANUARY 7, 2025

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

City Clerk:

Vicenta Del Bosquez

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, JANUARY 7, 2025
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, JANUARY 7, 2025
7:00 PM

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

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

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes)***
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **CONSENT AGENDA**

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

- a. Regular City Workshop and City Meeting
Approval of City Minutes –December 3, 2024
 - 5.a. Commission Meeting Minutes
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -January 7, 2025
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION 01-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. South Bay Legislative Priorities
 - b. RESOLUTION NO. 02-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING AN EMERGENCY PURCHASE FROM DIAZ ASPHALT L.L.C. FOR ROADWAY ASPHALT REPAIR; AUTHORIZING AN EMERGENCY PURCHASE AGREEMENT TO BE EXECUTED BY THE CITY MANAGER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
 - 6.b. Diaz Asphalt Agreement
 - c. RESOLUTION 03-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE WITHIN THE CITY LIMITS, KNOWN AS “COMMERCE CENTER”; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE
 - 6.c. Federation of Families of Florida Inc. Facilities Agreement
7. **ORDINANCE**
 - a. ORDINANCE NO 01-2025

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA,
APPROVING A SMALL-SCALE FUTURE LAND USE
MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND
THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS NO.
58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 KNOWN AS
GLADES ASPHALT GENERALLY LOCATED IN THE SOUTHERN PART
OF THE CITY OF SOUTH BAY ALONG THE WEST SIDE OF US
HIGHWAY 27 APPROXIMATELY 600 FEET SOUTH OF THE G2
CANAL ROAD RIGHT-OF-WAY U.S 27 AND ACCESSIBLE FROM U.S.
HIGHWAY 27; AND COMPRISING APPROXIMATELY 31.26 ACRES
AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE SOUTH
BAY DEVELOPERS LLC APPLICATION AND AS ATTACHED HERETO
FROM COMM - COMMERCIAL TO IND - INDUSTRIAL FUTURE LAND
USE DESIGNATION; PROVIDING FOR ADOPTION OF
REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING
FOR AN EFFECTIVE DATE.

- b. ORDINANCE NO. 02-2025
AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL
NOS. 58-36-44-23-01-000-0061 AND 58-36-44-23-01-000-0072 ON
THE SITE KNOWN AS GLADES ASPHALT SITE GENERALLY
LOCATED WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S.
HIGHWAY 27; AND, AND, APPROXIMATELY 600 FEET SOUTH OF
THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING
APPROXIMATELY 31.26 ACRES AND AS LEGALLY DESCRIBED
HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM B-1
RETAIL COMMERCIAL DISTRICT ZONING TO I-G GENERAL
INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF
REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN
THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE
DATE.

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

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, DECEMBER 3, 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
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic Growth and Development Director
(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **Agenda Items**
4. **ADJOURNMENT**

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

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, DECEMBER 3, 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 September 17, 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
 Burnadette Norris-Weeks, City Attorney
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Growth and Development Director

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** (*Up to 5 minutes*):
 - a. **Red Speed Inc. Greg Parks, Senior Vice President**
 - b. **JENOPTIK Smart Mobility Solutions Inc. Hassan Dabaja, Business Development Manager**
 - c. **Blue Line Solutions LLC. Sharonda Wright, Business Representative**
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 City Minutes – October 15, 2024, November 19, 2024, November 26, 2024

5.a. Meeting Minutes October 15, 2024

5.a. Meeting Minutes November 19, 2024

5.a. Meeting Minutes November 26, 2024

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

- b. **Regular City Workshop and City Meeting**

Approval of Meeting Agenda -December 3, 2024

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

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

- a. RESOLUTIONS 50-2024(Non- Consent) and Quasi-Judicial Hearing, if applicable
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

- b. RESOLUTION NO. 51-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM APPLICATION FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE

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****Motion to Table Accounts Payable for December 3, 2024 Meeting****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

10. CITY CLERK REPORT**a. Annual Toy Giveaway December 7th from 9am to 12pm****Tri-City BBQ December 13th at Pahokee Marina, 11am****PBC Day March 4-6, 2025****NLC Congressional City Conference March 8-13, 2025****11. CITY MANAGER REPORT****a. Legislative Priorities Update****MLK Event Support****12. CITY ATTORNEY REPORT (NONE)****13. FUTURE AGENDA ITEMS****a. Have each department head give a quarterly update for discussion.****Moved by: Commissioner King****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 8:29 pm

Moved by:

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 01-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In anticipation of the 2025 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed and desires to adopt its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of proposed legislative actions with information provided by the City Manager and members of the public; and

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2025 legislative session, subject to amendments to the list that may be made by the City Commission from time to time, if determined necessary.

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 2025 Legislative Priorities; Reservation for Amendments. The City Commission of the City of South Bay, Florida hereby adopts the 2025 Legislative Priorities, as set forth in Exhibit "A," attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

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

PASSED and ADOPTED this 7th day of January 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

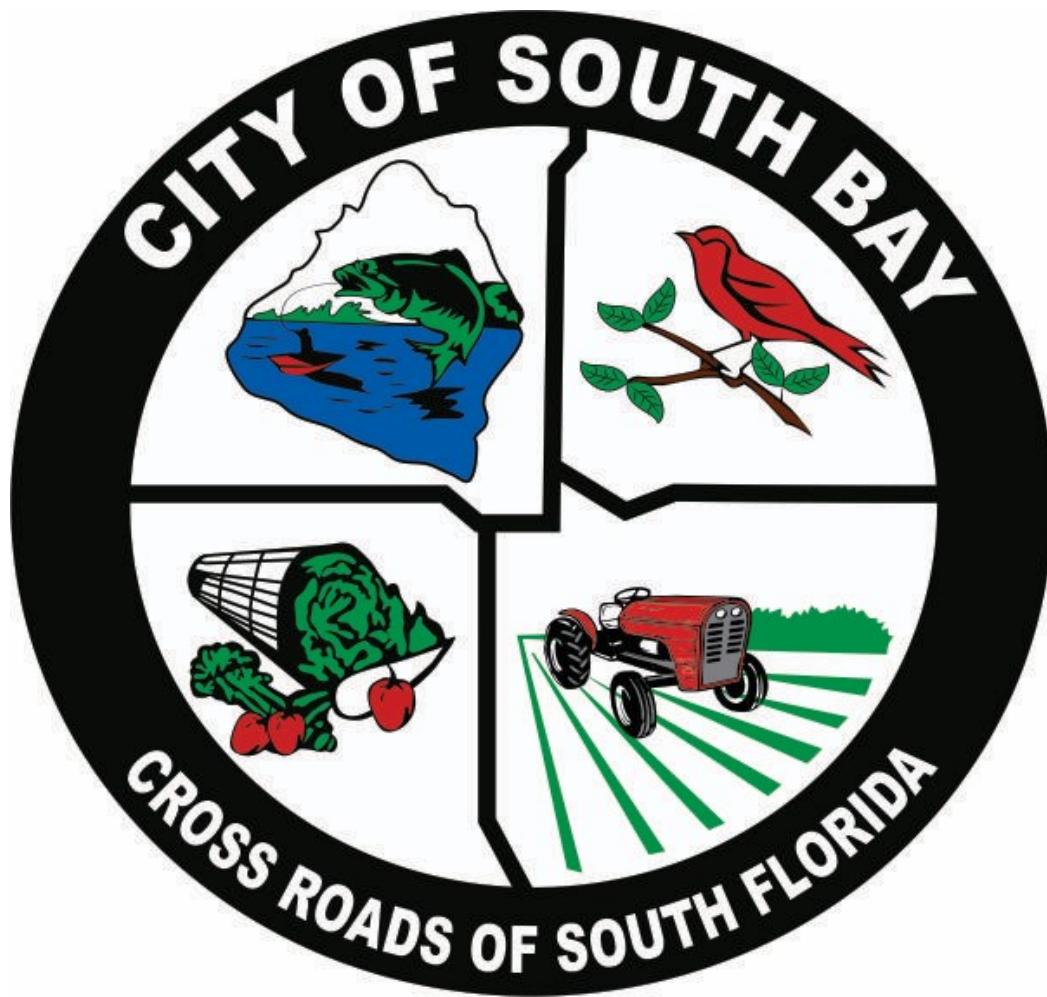
Burnadette Norris-Weeks, P.A.
City Attorney

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)



*South Bay, the Crossroads of South Florida,
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Cross Roads of South Florida

(561) 996-6751 www.southbaycity.com
335 SW 2nd Avenue • South Bay, FL 33493

2025 LEGISLATIVE PRIORITIES OVERVIEW

Deteriorating roadways, substandard stormwater drainage system, and multi-purpose community facility. Through strategic planning and community input, the City of South Bay Commission acknowledges that the City's annual capital improvement budget is contingent on State of Florida appropriation. Strategically located at Florida's crossroads (US 27 North-South and SR 80 East-West), the City of South Bay is experiencing gradual economic revitalization. However, South Bay's fiscal challenges and economic growth are at a crossroads. According to population census and tax base data, the average median household income is \$28,406 compared to the State median household income of \$46,036, and the median property value is \$89,300 compared to the State median property value of \$153,300.

From a prospective, the City's legislative priorities target infrastructure (roads, sidewalks, stormwater drainage, and guardrails/protective barriers), public health, safety, citizens' wellness, and interagency support, such as the Palm Beach Sheriff's Office and the American Red Cross.

This document describes several existing conditions that support the City of South Bay's request for 2025 legislative appropriations.

1. SOUTH BAY RAIL REGIONAL COMMERCE PARK DEVELOPMENT EPICENTER **Cost - \$875,000**

The City of South Bay is desirous of improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The City of South Bay has adopted a Redevelopment Plan known as the Economic Development Project, "Creating an Industrial Park for Business Development". A conceptual plan of the South Bay has also been created.

In an effort to improve the marketability of this plan the city is seeking \$875,000 to be provided for the preliminary engineering and design for future developments of the Epicenter Rail and Stormwater improvements in the City of South Bay.

2. SW 11TH AVENUE ROADWAY, SIDEWALKS AND STREET LIGHTING **Estimated Cost - \$1,860,705**

- Infrastructure Improvement for Streets with Substantial Public Safety Concerns (*i.e. guardrails and/or protective roadway barriers*).

3. LEED-CERTIFIED RESILIENCY HUB AND COMMUNITY CENTER

Cost - \$2,300,000

Component 1: LEED Certified Resiliency Hub and Community Center to survive Cat 5 storms and impacts. Located in a low-income neighborhood with older housing stock. Resiliency Hub as protection against weather emergencies and disasters. Capacity to serve 400 daily including beds, showers, laundry, food services, and meeting space. The Center will serve the target population with programming in workforce readiness /development, senior wellness, community kitchen and foodbank. It will also be a health center with spaces that can be turned into decontaminated units in emergencies. During crisis, the space will serve as triage hospital for the sick and injured. The building will include energy efficiency measures such as insulation, triple glazed windows, and a cool roof that reflects sunlight. The ventilation system will have energy recovery ventilators (ERVs) and Heat Recovery Ventilators (HRVs) highly efficient options to maintain high indoor air quality through constant air circulation.

Strategies: Climate Action, <i>Pollution Reduction</i>	Community Benefit	Time	Cost (%whole)
1.Improve existing park. 3. Energy efficient health resource and resilient building and 4. Micro grid.5. Comm-resilience hub. <i>Indoor Air Quality & Community Health</i> 3. <i>Clean water</i>	Weather disaster safety resource; Housing and food resources; Community health center; Space for community gathering; Triage medical space; de-contamination for agricultural workers to provide climate resilience benefits	24 Mos	50%

Component 2: Green Landscaping around resiliency hub to design and implement landscaping that will capture storm water overflow, filter ground water. This will create water management spaces, permeable surfaces, increase plantings and naturescapes to buttress the impacts of severe weather., in addition to other benefits.

Strategies	Community Benefit	Time	Cost
1. Improve existing park. 2. <i>Outdoor Air Quality</i> . 4. <i>Clean water</i>	Increased green space, reduced storm water runover, reduced heat island effects and improved ground water, flood mitigation or other demonstrable environmental benefits. Also increases nature-based solutions and access to green spaces for vulnerable populations	12 mos	10%

Component 3: Workforce development: Train un/underemployed adults across the region in an array of green jobs from remediation to solar panels, environmental testing, etc. City of South Bay is continuing its partnership with Career Source Palm Beach Co to sponsor a Green Jobs training and readiness and in partnership with solar, remediation, landscaping, water and green space agencies and government programs (inc. EPA's job training)

Strategies	Community Benefit	Time	Cost
8. Workforce development, jobs training. 4. <i>Solid & Hazardous waste Mgmt</i>	Increased capacity for community resiliency, increased job readiness and employment among community members, reduced dependence on public services	30 mos	15%

Component 4: Lake Okeechobee Education and Remediation: Increase the health of the water and its function as a filter by planting trees, bioswales and other plants that contribute to the conservation of water, and thereby habitats for sensitive wildlife. We will also provide environmental education and conduct a media campaign for underserved communities to better understand and access the Lake, the Everglades and the enormous environmental opportunities and health benefits that they provide. This process will enhance stormwater treatment, reduce algal blooms and their impact on air and water quality. The project will include water aeration and a heavy littoral shelf with aquatic vegetation to reduce nitrogen and phosphorus.

In addition, local community-based non-profits and informal groups, such as the Girls Scouts, Little League, social, arts/performing arts groups, and special interest community groups, will use the facility for meetings and other special events that add to the vibrancy of South Bay. The City will have the option to rent the facility to private citizens for personal gatherings, which will generate some income that supports the routine maintenance and programming provided to the public.

The facility will house a community kitchen and café that will be open to the public. The kitchen will serve as a training facility for adults and/or disabled/developmentally disabled adults to receive training in food preparation/service. The café will allow the public to access an affordable dining and meeting space while supporting those who come to the community kitchen to learn a new skill or trade. The community kitchen will also serve as a local food bank for area residents needing nutritional support.

RESOLUTION NO. 02-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA, RATIFYING
AN EMERGENCY PURCHASE FROM DIAZ
ASPHALT L.L.C. FOR ROADWAY ASPHALT
REPAIR; AUTHORIZING AN EMERGENCY
PURCHASE AGREEMENT TO BE EXECUTED BY
THE CITY MANAGER; PROVIDING FOR
ADOPTION OF REPRESENTATIONS;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of South Bay recently determined that portions of SW 7th Avenue were in need of immediate emergency repair; and

WHEREAS, on November 4, 2024, the City Manager was notified that a vehicle had become immobile due to significant trenches and dips in the roadway on SW 7th Avenue. These trenches and dips needed repair for the vehicles to travel the roadway; and

WHEREAS, on November 4, 2024, Diaz Asphalt L.L.C. submitted a quote in the amount of Twenty-Eight Thousand Three Hundred Dollars (\$28,300.00) to repair SW 7th Avenue, for which payment was made, See Attached Exhibit “A”; and

WHEREAS, pursuant to Section 2-261 of the City of South Bay’s Code of Ordinances, “at any time in any budget year, the city commission may approve emergency purchases without public notice, to meet a pressing need for the protection of the public health, safety or welfare”; and

WHEREAS, the City Manager is seeking ratification for payment of an emergency purchase of Twenty-Eight Thousand Three Hundred Dollars (\$28,300.00) to Diaz Asphalt L.L.C., and is further requesting authorization to execute an agreement with Diaz Asphalt L.L.C. for the work previously performed and specified in Exhibit “B” attached hereto; and

WHEREAS, the City Commission of the City of South Bay finds that ratification of the emergency purchase from Diaz Asphalt L.L.C for asphalt repair and authorization for future execution of an emergency purchase agreement by the City Manager for repairs 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. Ratification of Work Performed. The City Commission of the City of South Bay hereby ratifies the City Manager’s emergency purchase in the amount of Twenty-Eight Thousand Three Hundred Dollars (\$28,300.00) with Diaz Asphalt L.L.C. for emergency asphalt repairs for the location and amount set forth in Exhibit “A” hereto.

Section 3. Authorizing Execution. The City Manager is further authorized to execute an agreement with Diaz Asphalt L.L.C, attached hereto as Exhibit “B”, for emergency asphalt repair work previously performed.

Section 4. All Necessary Action. The City Manager shall take all necessary and expedient action to carry out the aims of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 7th day of January 2025.

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

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

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

and

DIAZ ASPHALT L.L.C.
a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CONTRACTOR shall perform emergency roadway work repairs as set forth in Exhibit "A" attached hereto.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and

specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence as of November 4, 2024 and said date shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A," attached hereto in the amount of Twenty-Eight Thousand and Three Hundred Dollars (\$28,300.00).
Thirty

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall produce to City all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement and approved by the City Commission. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

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

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of three (3) month term.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, **CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 996-6751; sbcityclerk@southbaycity.com; 335 SW 2nd Avenue, South Bay, FL 33493.**

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
 335 SW 2nd Avenue
 South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.

401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Pedro Diaz, Jr., Manager
Diaz Asphalt L.L.C.
404 South Fransisco Street
Clewiston, FL 33440

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

CITY OF SOUTH BAY

ATTEST:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY:_____

Pedro Diaz Sr., Owner
Diaz Asphalt LLC

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(PROPOSAL / STATEMENT OF WORK)

RESOLUTION 03-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE WITHIN THE CITY LIMITS, KNOWN AS "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City"), desires to enter into a Lease Agreement with Federation of Families of Florida, Inc. ("Tenant") for the lease of a building located at 101 N.W. 1st Street, South Bay, Florida 33493 known as "Commerce Center" (hereinafter "subject property"); and

WHEREAS, the subject property was intended to serve as a Chamber of Commerce location to further the interests of the local businesses community and residents of the City of South Bay; and

WHEREAS, Tenant has agreed to establish a Chamber of Commerce, in addition to the provision of other activities which will take place as set forth in Exhibit "A", attached hereto (Lease Agreement); and

WHEREAS, the City Commission of the City of South Bay has determined that leasing the subject property is in the best interest of the City.

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

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

Section 2. Approval of Agreement. The City Commission of the City of South Bay approves the Lease Agreement with Federation of Families of Florida, Inc., relating to

property to the lease of property located at 101 N.W. 1st Avenue within the city limits known as "Commerce Center".

Section 3. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Lease Agreement between the City of South Bay and Federation of Families of Florida, Inc., attached hereto as Exhibit "A" hereto.

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

PASSED AND ADOPTED this 7th day of January 2025.

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)

USE OF FACILITIES AGREEMENT

between

**FEDERATION OF FAMILIES OF FLORIDA INC.
(Tenant)**

and

**CITY OF SOUTH BAY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(City)**

AGREEMENT

THIS AGREEMENT, made and entered into, February 4, 2025 (the “Effective Date”), by and between Federation of Families of Florida, Inc., a non-profit corporation, hereinafter referred to as "Tenant" and City of South Bay, Florida, a political subdivision of the State of Florida, on behalf of City of South Bay, hereinafter referred to as "City" or “Landlord”.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as South Bay Commerce Center located at, 101 N.W. 1st Street, South Bay, Florida 33493, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a 1,632 square foot facility (the “Building”) and parking lot (the Building and parking lot are hereinafter referred to as the “Premises”) and City desires to lease the Premises as hereinafter defined for the purpose of establishing a Family Empowerment Center and South Bay Chamber of Commerce; and

WHEREAS, Landlord is willing to lease the Premises to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord leases to Tenant, and the Tenant rents from Landlord the Premises upon the following terms and conditions:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

The Premises subject to this agreement shall consist of 101 N.W. 1st Street, South Bay, consisting of approximately 1,632 total gross square feet of floor space in the Building.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the exclusive right to use parking space(s), as well as exclusive use of the Building, which includes use for the Chamber of Commerce, for which Tenant will allocate a reasonable size space within the Building.

Section 1.03 Length of Term and Effective Date.

The term of this Agreement shall be for one year to commence on the date of full execution of this Lease (the "Effective Date"), and may extend for a period of two (2) additional one (1) year terms thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Extension.

The Term may be extended only in writing signed by both parties. In the event of an extension allowable under the terms of this Agreement, the City Manager shall have the authority to extend for a one-year term if the terms of this Agreement have been fully complied with by Tenant

**ARTICLE II
RENT****Section 2.01 Rent.**

Tenant shall pay Landlord for the use and occupancy of the Premises a monthly rate of Eight Hundred Dollars (\$800.00).

Section 2.02 Payment.

All Rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. The Federation and the City are tax-exempt entities. No sales or use tax shall be included or charged with the Rent. Payment of Rent shall be made to the City of South Bay Finance Department at 335 SW 2nd Avenue, South Bay, Florida 33493.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT****Section 3.01 Use of Premises.**

The Premises shall be used solely for the establishment and operation of a Family Empowerment Center and a Chamber of Commerce, as more specifically described on Exhibit "B" hereto. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Agreement, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any alterations shall vest in Landlord.

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Tenant's Work.

(a) Alterations.

Provided that the City has pre-approved the same in writing if required under this Section, Tenant shall be entitled to make alterations, improvements, or additions to the Premises, (hereinafter, collectively "Alterations") at its sole cost and expense. Tenant agrees and acknowledges that all Tenant's Alterations installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance. Tenant shall submit plans and specifications for all such Alterations to Landlord in writing for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any

Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Tenant shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable, in the construction of any Alterations to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

With the exception of maintenance of the outside grounds and repairs that exceed Five Hundred Dollars (\$500), Tenant shall be obligated to ensure that the building is maintained in a tenable condition during the terms of the lease; Landlord shall make all repairs or conduct any maintenance whatsoever to the Property that exceeds Five Hundred Dollars (\$500). Tenant shall provide ordinary course janitorial services at its sole cost and expense. Tenant accepts the premises in the condition they are in on the Effective Date and Tenant agrees that it shall make any repairs to the Premises at its sole cost and expenses.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

Section 6.01 Liability Insurance.

Tenant shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The City shall be named as an additional insured for all policies except Workers' Compensation. In the event the Legislature should change the City's exposure by Statute above or below the sums insured against, Tenant shall provide insurance to the extent of that exposure.

Tenant hereby agrees to protect, indemnify, save and hold harmless Landlord from, without limitation, attorney's fees, cost, or expense of any kind imposed upon or incurred by or assessed against Tenant by reasons of (a) any accident, injury to or death of persons, (including workmen) or loss of or damage

to property occurring on or about the premises or any part thereof as a result of any action or failure to take action by Tenant, its servants, employees, guests, licensees and contractor; (b) failure on the part of Tenant to conform or comply with any of the terms of this lease or any law, rule or regulation or (c) performance of any labor or service or the furnishing of any materials or other property in respect to the premises or any part thereof by, or for Tenant. In case any action, suit or proceedings is brought against Tenant for any reason whatsoever, the same shall be resisted and defended by counsel designated by the insurer whose policy covers such occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this paragraph arising by reason of any such occurrence taking place during the term of this lease shall survive any termination of this lease, and constitute a material consideration of this lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the Tenant elects to terminate this Lease as provided in this Section, the Rent payable hereunder shall be prorated to the date of the casualty. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Landlord shall, if Landlord shall have received insurance proceeds therefore, promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Tenant shall pay all charges for water, sewer, electricity, internet and telephone utility service to the Premises, except for any balance due prior to the Effective Date.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent. In the event of an approved assignment, Tenant shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to pay the Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period, this Lease will continue.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to take such actions are consistent with this agreement and/or Landlord's ownership of the Premises.

ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding needs of the City of South Bay. Notwithstanding anything in this Lease to the contrary, Landlord shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Tenant, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII
QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or unreasonable interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV
CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. Tenant shall also be entitled to receive compensation for the value of any alterations or other improvements made by Tenant to the Premises, if applicable. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. Tenant will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 15.02 Criminal History Records Check

Tenant acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

Section 15.03 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Tenant hereby certifies that neither Tenant nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.04 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 15.05 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-

business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
City of South Bay
Attn: City Manager
335 SW 2nd Avenue
South Bay, Florida 33493
Fax: 561-996-7950
- (b) If to the Tenant at:
Federal of Families of Florida, Inc.
Attn: C. Veree Jenkins, CEO
1402 Royal Palm Beach Blvd. Ste. 102
Royal Palm Beach, FL 33411
Fax: 561-246-3318

with a copy to:

Burnadette Norris-Weeks, PA
Attention: Burnadette Norris-Weeks, Esquire
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

Landlord shall be entitled to record this Lease or a Memorandum of Lease in the public records of City of South Bay for the purpose of providing public notice of Tenant's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, BUT DO NOT WAIVE A TRIAL.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in

buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

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 or 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.

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 15.19 No Third Party Beneficiary.

No provision of this Lease 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 Lease including but not limited to any residents of the City of South Bay or employees of the City or Landlord.

Section 15.20 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the City enters into agreements, their officers, agents,

employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the City or receiving City funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 15.21 Past Debt.

Any past debt owed to the City of South Bay for any other contract, penalty or violation shall be fully paid prior to the execution of this agreement.

Section 15.22 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the City of South Bay Commission, and shall become effective only when signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

By: _____

Title: _____

(SEAL) **OR**
(SEAL) (corporation not for
profit)

ATTEST:

VICENTA DELBOSQUEZ
CITY CLERK

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

By: _____
City Clerk

By: _____
Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Manager

EXHIBIT A
LEGAL DESCRIPTION
(On file)

EXHIBIT B
DESCRIPTION OF FAMILY EMPOWERMENT CENTER
AND
CHAMBER OF COMMERCE

Background:

Established in 2001, the *Federation of Families of Florida, Inc.* is a 501(c) (3) non-profit community and parent-run organization headquartered in Royal Palm Beach, Florida. Our mission is to provide services that inform, educate, train, and support individuals at-risk; and families whose children are at-risk, or who have emotional or behavioral health needs. It is also our mission to bring together the voices and concerns of families and youth impacted by the challenges associated with mental health disorders, and to use this information to change the system of care by working collaboratively with community and faith-based partners.

We were birthed from a federally funded system of care grant project lead by the Department of Children and Families and are a chapter of the national parent-run organization, the Federation of Families for Children's Mental Health. To better serve teens and young adults we started a Youth M.O.V.E. (Motivating Others through Voices of Experience) Florida, a chapter of the National Youth M.O.V.E. Additionally, we have provider under the Southeast Florida Behavioral Health Network and have a Level II Substance Abuse Prevention services license for children and adults. We have proudly provided services in the Glades in various collaborations over years in several locations including Belle Glade Weed and Seed, Belle Glade Youth Empowerment Center, Pioneer Park Beacon Center and The Lighthouse Café.

Children's Mental Health System of Care Program

The Federation is contracted with the Florida Department of Children and Families and the Southeast Florida Behavioral Health Network to help families to navigate systems to obtain better mental health and other services for their children. We are also funded to provide specific services to help increase the education, awareness and treatment outcomes for children.

Through the advocacy of the Federation, family and community partners of the Glades; the Glades has been selected as one of five implementation sites across the state to receive infrastructure support to develop its own Children's Mental System of Care. This grant which is operated through the Florida Department of Children and Families with federal funding from the Substance Abuse Mental Health Services Administration brings specific resources to the Glades. Including:

- Training for Evidence Based Mental Health Practices such as Wraparound and Trauma Informed Care and recruitment of clinicians to provide mental health services that are culturally competent.
- Outreach and education in the form of community needs assessment, strategic planning for development of mental health services, parent, youth and community mental health

education and awareness and Community Cafés for ongoing dialogue and the harvest of feedback from the citizens for the betterment of the community.

- Leadership and community involvement through active citizen participation on advisory council and subcommittees. Leondrae D. Camel, City Manager of South Bay is one the leaders appointed to sit on the statewide advisory council board.
- Youth and parents will be recruited and trained for leadership on the council by the Federation of Families to prepare them for these leadership roles.
- The University of South Florida will provide technical assistance and evaluation oversight of the project including the hiring of parents to serve as parent interviewers.
- DCF is funding a full time system of care coordinator to organize this effort.
- Family and youth involvement, support and outreach will be provided by the Federation of Families through funding from the system of care grant and the managing entity.

The following table outlines services and supports that will be provided by the Federation of Families for the City of South Bay Family Empowerment Initiative where citizens of all ages may gather for services and support to foster positive mental health and wellness in South Bay.

Federation of Families and City of South Bay Tasks Specific for the Family Empowerment Initiative

Family Empowerment Initiative Programs:	Responsibility
Family Empowerment Facility Tenant will be fully responsible for the upkeep and maintenance of the facility known as the commerce center other than those items set forth in the lease agreement (Article V).	City of South Bay
Family Empowerment Facility/Commerce Center Federation will be responsible for all utilities and rent per lease agreement.	Federation of Families
Youth MOVE (Motivating Other Through Voices of Experience) Program (14-29 year olds) Provide youth leadership training, entrepreneur training, peer support groups, field trips and participation of youth on community and system of care leadership councils and boards.	Federation of Families
Youth FAIR (Friends Are Important Resources) (Elementary School Age) Provide educational and recreational programming including substance abuse prevention group, homework assistance,	Federation of Families

field trips, arts and crafts	
Parents with a Purpose Provide parent education and training on advocacy, child rearing, systems of care. Provide parent support including support group, information and referrals, advocacy in schools, court, services	Federation of Families
ACCESS Help eligible candidates apply for food stamps, Medicaid and other benefits	Federation of Families
Community Outreach Conduct community needs assessment, host Community Café dialogues, host workshops, health fairs, participate in community events	Federation of Families
Volunteerism/Community Services Provide formal volunteer experiences for youth and adults including community services mandates. Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations	Federation of Families
<u>Life Skills</u> Provide life skills training to teens and adults based on their assessed needs such as budgeting, resume writing, advocacy, anger management	Federation of Families
<u>Certified Recovery Peer Specialist Training</u> Provide training to eligible candidates to become family or consumer peer specialists which may lead to volunteer and employment opportunities in the community	Federation of Families
Mental Health Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevention and outreach programs. Federation will help facilitate Wraparound and systems navigation.	Federation of Families
Substance Abuse Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevent and outreach programs. Federation will help facilitate Wraparound and systems navigation	Federation of Families
Cultural Competency Training	Federation of Families

Link community representatives to the Statewide Cultural and Linguistic Competency Committee for the System of Care – City Manager or designee already appointed	
Evaluation Link community representatives to University of Florida to serve as parent evaluators and advisory team members	Federation of Families
Transportation/Child Care Provide incentives for travel and childcare to allow parents and youth to participate in system of care activities. Van available for transportation to Federation sponsored and project related events.	Federation of Families
Ongoing collaboration and program development Continued partnership for program enhancement, site development and sustainability and active involvement of the community youth, families and agencies.	Federation of Families and City of South Bay
Establishment of a Chamber of Commerce Establish a Chamber of Commerce and a network of businesses whose goal is to further the interests of local businesses, citizens and the City of South Bay community. The Chamber of Commerce shall have an office in which to operate in the premises leased to the Federal of Families by the City of South Bay	Federation of Families

ORDINANCE NO 01-2025

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCELS NO. 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 KNOWN AS GLADES ASPHALT GENERALLY LOCATED IN THE SOUTHERN PART OF THE CITY OF SOUTH BAY ALONG THE WEST SIDE OF US HIGHWAY 27 APPROXIMATELY 600 FEET SOUTH OF THE G2 CANAL ROAD RIGHT-OF-WAY U.S 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND COMPRISING APPROXIMATELY 31.26 ACRES AND LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' OF THE SOUTH BAY DEVELOPERS LLC APPLICATION AND AS ATTACHED HERETO FROM COMM - COMMERCIAL TO IND - INDUSTRIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 22, Section 22-45 of the City of South Bay Code of Ordinances and Chapter 163.3184 of the Florida Statutes provides for amendment of the City's Comprehensive Plan; and

WHEREAS, with authorization from the interested owner South Bay Developers, LLC, has submitted a request for a Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment to change the future land use on Parcels 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 of the site generally located West of U.S. Highway 27 and accessible from U.S. Highway 27; and, approximately 600 feet south of G2 Canal Road right-of-way, and comprising approximately 31.62 acres and as legally described in 'Exhibit A' attached hereto from COMM – Commercial future land use designation IND - Industrial future land use designation;

WHEREAS, the entire site known as Glades Asphalt contains two (2) parcels requiring a change to future land use;

WHEREAS, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence, the City Commission has determined that the petition should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS
OF THE CITY OF SOUTH BAY, FLORIDA:**

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

Section 2. **Amending Designation.** That Small-Scale Future Land Use Map/ Comprehensive Plan Amendment, is hereby granted for a small-scale comprehensive plan amendment to the Future Land Use Map designating Parcels 58-36-44-23-01-000-0061 and 58—36-44-23 -01-000-0072 as COMM - Commercial future land use designation.

Section 3. **Amendment to Future Land Use Map.** The City of South Bay’s Comprehensive Plan Future Land Use Map, as currently applicable in the City of South Bay, is hereby amended by re-designating Parcels No. 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 of the Glades Asphalt site from COMM - Commercial future land use designation as described in the Staff Report Project Identifier: SB-Glades Asphalt, FLUM/Comprehensive Plan Amendment; Applicant, December 27, 2024.

Section 4. **Disclaimer & Permit Condition.** Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

Section 5. **Severability.**

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

Section 6. **Conflict and Repealer.**

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

Section 7. **Effective Date.**

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

“EXHIBIT A”
(See Attached Applicant’s Application/Justification Statement)

**Small-Scale Future Land Use
Map (FLUM)/Comprehensive Plan Amendment**

Applicant: SOUTH BAY DEVELOPERS, LLC (Owner & Applicant)
Project Location: The proposed project is located in the southern portion of the City of South Bay west of U.S. Highway 27 approximately 600 feet south of the G2 Canal Road right-of-way (Property Control Numbers (PNCs): 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072. The site contains approximately 31.62 acres (1,361,685 SF).
Project Identifier: SB-Glades Asphalt, Small-Scale FLUM/Comprehensive Plan Amendment
Date: December 27, 2024

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (Owner/Applicant) and Applicant and Bowman Consulting Group Ltd, (Agent) respectfully requests the City’s approval of this application for a Small-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment for a property located in the City of South Bay, Florida. The approximate 31.62 acre (±1,361,685 SF) subject property, Property Control Numbers (PCNs): 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 is located in the southern portion of the City of South Bay along the west side of US Highway 27 (“US 27”) and approximately 600 feet south of the G2 Canal Road right-of-way (“subject property”). The application is being submitted to allow the Applicant to utilize the subject property as an asphalt production yard with operations that supply the production and transportation of asphalt to various job sites.

The subject property is mostly vacant at the present time and has an Existing Future Land Use designation of COMM-Commercial. The subject property appears to be an ideal location for the industrial activities proposed as part of the Applicant’s for reasons cited in their Application. The proposed Small-Scale Comprehensive Plan Future Land Use Map/Comprehensive Plan Amendment is consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan. The proposed Amendment is also compatible with the surrounding agricultural land uses to the west, north and east with a major utility (FP&L Substation) just to the south of this property. The Applicant seeks to amend 31.62 acres of land from COMM – Commercial land use to IND – Industrial use to allow the proposed industrial use of the property.

Therefore, the Applicant's request is for a Small-Scale Future Land Use Map/Comprehensive Plan Amendment for approximately 31.62 acres (PCNs: 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072) from COMM- Commercial existing future land use to IND – Industrial future land use.

Review and verbal comments on the proposed Small-Scale FLUM/Small-Scale Comprehensive Plan Amendment have been provided by the City to the Applicant at . Page 2. Proposed FLUM/Small-Scale Comprehensive Plan Amendment

various times/discussions during the application process The Application package submitted is attached as background material for this proposal. The Map identified as 'Existing Future Land Use' shows the current future land use designation as COMM-Commercial for the PCNs, and the attached Map identified as 'Proposed Future Land Use' illustrates the proposed use for IND - Industrial land use, if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the requested Small-Scale Future Land Use Map/Comprehensive Plan Amendment.

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE CITY OF SOUTH BAY TO RE-ZONE PARCEL NOS. 58-36-44-23-01-000-0061 AND 58-36-44-23-01-000-0072 ON THE SITE KNOWN AS GLADES ASPHALT SITE GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; AND, AND, APPROXIMATELY 600 FEET SOUTH OF THE G2 CANAL ROAD STREET RIGHT-OF-WAY COMPRISING APPROXIMATELY 31.26 ACRES AND AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM B-1 RETAIL COMMERCIAL DISTRICT ZONING TO I-G GENERAL INDUSTRIAL DISTRICT ZONING PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with authorization from the interested owner Southeast Developers, LLC has submitted a request to amend the South Bay Zoning Map and to re-zone Parcel Nos. 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072 of the site generally located West of U.S. Highway 27 and accessible from U.S. Highway 27; and, approximately 600 feet Street and as legally described in 'Exhibit A' attached hereto from B-1 Retail south of the G2 Canal Road right-of-way, and comprising approximately 31.62 acres and as described in 'Exhibit A' attached hereto from B-1 – Retail Commercial District to I-G General Industrial District zoning ; and,

WHEREAS, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence, the City Commission has determined that the petition for re-zoning should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS
OF THE CITY OF SOUTH BAY, FLORIDA:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Approval of Re-zoning. The Applicant's request is for a Re-Zoning of Parcel Nos. 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072, comprising approximately 31.62 acres from B-1 Retail Commercial District zoning to I-G General Industrial District zoning

is granted and approved as to application Project Identifier: SB-Glades Asphalt, Re-Zoning/Official Zoning Map Amendment. The zoning map for the City of South Bay shall be amended to reflect said re-zoning.

Section 3. Development Documents and Maps Approved. The amended proposed zoning map attached hereto is hereby approved for re-zoning of Parcel Nos. 58-36-44-23-01-000-0061 and 58-36-44-23-01-00-0072 the subject property from B-1 Retail Commercial District zoning I-G General Industrial District zoning as described in the Staff Report for Project Identifier: SB-Glades Asphalt/Official Zoning Map Amendment, December 27, 2022

Section 4. Disclaimer & Permit Condition. Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project. Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

Section 5. Severability.

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

Section 6. Conflict and Repealer.

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

Section 7. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

“EXHIBIT A”

Re-Zoning/Official Zoning Map Amendment

Applicant: SOUTH BAY DEVELOPERS, LLC (Owner/Applicant)
Project Location: The proposed project is located in the southern portion of the City of South Bay west of U.S. Highway 27 approximately 600 feet south of the G2 Canal Road right-of-way (Property Control Numbers (PNCs): 58-36-44-23-01-000-0061 and 58- 36-44-23-01-000-0072). The site contains approximately 31.62 acres (1,361,685 SF).
Project Identifier: SB-Glades Asphalt, Re-Zoning/Official Zoning Map Amendment.
Date: December 27, 2024

On behalf of the Property Owner, SOUTH BAY DEVELOPERS, LLC (Owner/Applicant) and t Bowman Consulting Group Ltd, (Agent) respectfully requests the City’s approval of this application for a Re-Zoning/Official Zoning Map Amendment for a property located in the City of South Bay, Florida. The approximate 31.62 acre (1,361,85 SF) subject property, Property Control Numbers (PCNs): 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072) is located in the southern portion of the City of South Bay along on the west side of US Highway 27 (“US 27”) and approximately 600 feet south of the G2 Canal Road right-of-way. The application is being submitted to allow the Applicant to utilize the subject property as an asphalt production yard with operations that supply the production and transportation of asphalt to various job sites.

The Applicant is requesting an official Zoning Map Amendment to change the property’s zoning district from B-1 – Retail Commercial to I-G – General Industrial. The I-G – General Industrial zoning district use is consistent with the proposed Industrial future land use proposed by the Applicant. The Re-Zoning is necessary to ensure the consistency between the future land use designation and the zoning district for the subject property. The subject property appears to be an ideal location for the industrial activities proposed as part of the Applicant’s for reasons cited in their Application. It is also an appropriate location for general industrial use due to its location along the U.S. 27 corridor and its remote distance from existing residential uses. The proposed Re-Zoning/Official Zoning Map Amendment is consistent with the Goals, Objectives, and Policies of City of South Bay Comprehensive Plan. The proposed Map amendments are also compatible with the surrounding agricultural land uses to the west, north and east, as well as the FP&L substation to the south of this property.

Therefore, the Applicant's request is for a Re-Zoning/Official Zoning Map Amendment for approximately 31.62 acres (PCNs: 58-36-44-23-01-000-0061 and 58-36-44-23-01-000-0072) from B-1 – Retail Commercial district to I-G -General Industrial district.

Page 2. Proposed Re-Zoning/Official Zoning Map Amendment

Review and verbal comments on the proposed Re-Zoning/Official Zoning Map Amendment have been provided by the City to the Applicant at various times/discussions during the application process. The Application package submitted is attached as background material for this proposal. The Map identified as 'Existing Zoning Map' shows the current zoning designation as B-1 – Retail Commercial district for the PCNs, and the attached Map identified as 'Proposed Zoning Map' illustrates the proposed use for I-G – General Industrial district, if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the requested Re-Zoning/Official Zoning Map Amendment.



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Esther E. Berry

Albert Polk

Barbara King

Leondrae Camel
City Manager

City Clerk
Vincenta Del Bosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: December 31, 2024
Ref: Weekly check register

Enclosed, please find the summary of check register as of December 31, 2024:

General Fund

- Utility:

Verizon	\$ 529.70
FPL	6,396.28
Comcast	2,097.73
PBCWU Dept	2,831.63

• CAP Government	2,275.00
• FL Blue	23,043.42
• Lighting by Design	5,794.50
• LORE	5,000.00
• Marathon	2,288.45
• Norris Weeks, PA	14,121.22
• FL Municipal Insurance	54,799.00
• PBC Sheriff	20,385.58
• Purchase	6,099.41
• Payment for various services	13,005.53
• Payroll deductions	9,960.49
• Other	6,971.86

Total	<u>\$ 175,599.80</u>
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Capital Project Fund

CAP Government/Engi	\$ 40,950.00
Huurr Homes	85,152.12
All Florida Structure	5,000.00
Diaz Asphalt, LLC	28,300.59
	<u>\$ 159,402.71</u>

Snitation Fund

Waste Management	<u>\$ 45,845.08</u>
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AP Check Register Report

City Of South Bay (CSBFND)

12/2/2024 10:27:15 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16605	1380	SOUTH FLORIDA EVENTS	12/02/2024	1,875.00	
16606	BALLOON ART DESIGN	BALLOON ART DESIGN	12/02/2024	200.00	
16607	EDGAR KERR	EDGAR W. KERR	12/02/2024	108.00	
Non-Electronic Transactions:					2,183.00
Total Transactions:					2,183.00

AP Check Register Report

City Of South Bay (CSBFND)

12/4/2024 9:55:21 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16608	1143	PPLSI	12/04/2024	76.80	
16609	1163	LIGHTING BY DESIGN OF FLORIDA LLC	12/04/2024	5,794.50	
16610	1330	ASSURITY LIFE INSURANCE COMPANY	12/04/2024	1,118.41	
16611	1394	FLORIDA BLUE	12/04/2024	11,966.63	
16612	AFLAC	AFLAC	12/04/2024	1,806.62	
16613	AL PACKER FORD	AL PACKER FORD WEST	12/04/2024	2,975.40	
16614	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	12/04/2024	924.80	
16615	AMERICAN PUBLIC LIFE INSURANCE COMPANY	AMERICAN PUBLIC LIFE INSURANCE COMPANY	12/04/2024	1,194.52	
16616	BROOKER GLASS CO	GLADES GLASS	12/04/2024	350.00	
16617	COLONIAL LIFE PROCESSING	COLONIAL LIFE	12/04/2024	259.81	
16618	FPL	FPL	12/04/2024	6,396.28	
16619	JORDAN CONNORS GROUP, INC	JORDAN CONNORS GROUP, INC	12/04/2024	1,666.66	
16620	LIBERTY NATIONAL	LIBERTY NATIONAL	12/04/2024	284.94	
16621	MARATHON/MEX BANK	WEX BANK	12/04/2024	2,288.45	
16622	MUTUAL OF OMAHA	MUTUAL OF OMAHA	12/04/2024	293.15	
16623	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	12/04/2024	2,831.63	
16624	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	12/04/2024	350.00	
16625	SOLSTICE BENEFITS INC	SOLSTICE	12/04/2024	614.89	
16626	WALMART (CAPITAL ONE)	CAPITAL ONE	12/04/2024	2,749.91	
16627	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	12/04/2024	68.50	
				Non-Electronic Transactions:	44,011.90
				Total Transactions:	44,011.90

AP Check Register Report

City Of South Bay (CSBFND)

12/10/2024 3:27:54 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16628	1347	NATIONAL LEAGUE OF CITIES	12/10/2024	952.00	
16629	COSTCO	COSTCO	12/10/2024	406.92	
16630	IIMC	IIMC	12/10/2024	220.00	
16631	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	12/10/2024	250.00	
				Non-Electronic Transactions:	1,828.92
				Total Transactions:	1,828.92

AP Immediate Check Register Report

City Of South Bay (CSBFND)

12/12/2024 8:20:32 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16632	1401	BAHAMA BREEZE	12/12/2024	600.00	
Totals:			Total Transactions :		600.00

AP Check Register Report

City Of South Bay (CSBFND)

12/13/2024 2:05:55 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16633	1364	DREW BEINHAKER, ESQUIRE	12/13/2024	202.90	
16634	BELLE GLADE WHOLESALERS	BIG LAKE SNACK SALES, INC	12/13/2024	982.25	
16635	FEDERAL EXPRESS	FEDERAL EXPRESS	12/13/2024	83.96	
16636	LAKE HARDWARE	LAKE HARDWARE	12/13/2024	380.56	
16637	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	12/13/2024	128.38	
16638	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/13/2024	315.84	
16639	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	12/13/2024	410.00	
16640	ROSENWALD ELEMENTARY	ROSENWALD ELEMENTARY	12/13/2024	225.00	
16641	VRC	VRC	12/13/2024	490.75	

Non-Electronic Transactions:	3,219.64
Total Transactions:	3,219.64

AP Check Register Report
City Of South Bay (CSBFND)

12/17/2024 10:26:16 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16642	1382	ENSAFE	12/17/2024	1,250.00	
16643	1402	EAST COAST MIGRANT HEAD START PROGRAM	12/17/2024	200.00	
16644	1403	THE FLORIDA HOTEL AND CONFERENCE CENTER	12/17/2024	540.00	
16645	BELLE GLADE WHOLESALERS	BIG LAKE SNACK SALES, INC	12/17/2024	43.32	
16646	JLH ASSOCIATES	JLH ASSOCIATES	12/17/2024	870.00	
16647	KINGS TUTORING AND MATH	KTM YOUTH AND COMMUNITY NETWORK	12/17/2024	325.00	
16648	LORE ALLIANCE OF PBC	LAKE OKEECHOBEE REGIONAL ECONOMIC DEVELOPMENT	12/17/2024	5,000.00	
				Non-Electronic Transactions:	8,228.32
				Total Transactions:	8,228.32

AP Immediate Check Register Report

City Of South Bay (CSBFND)

12/17/2024 10:44:43 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16649	1404	JEFFERY WILLIS	12/17/2024	890.75	
Totals:			Total Transactions :		890.75

AP Immediate Check Register Report

City Of South Bay (CSBFND)

12/17/2024 12:05:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16650		KINGS TUTORING AND MI KTM YOUTH AND COMMUNITY NETWORK	12/17/2024	325.00	
Totals:			Total Transactions:		325.00

AP Check Register Report

City Of South Bay (CSBFND)

12/19/2024 12:01:01 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16651	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	12/19/2024	14,121.22	
16652	CAP GOVERNMENT	CAP GOVERNMENT	12/19/2024	2,275.00	
16653	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	12/19/2024	54,799.00	
16654	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	12/19/2024	20,385.58	
16655	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	12/19/2024	820.00	
16656	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT	12/19/2024	250.00	
16657	SHERWIN WILLIAMS	SHERWIN WILLIAMS	12/19/2024	574.35	
16658	XEROX CORP	XEROX CORPORATION	12/19/2024	263.76	
				Non-Electronic Transactions:	93,488.91
				Total Transactions:	93,488.91

AP Check Register Report

City Of South Bay (CSBFND)

12/23/2024 11:42:37 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16659	1330	ASSURITY LIFE INSURANCE COMPANY	12/23/2024	1,073.34	
16660	1394	FLORIDA BLUE	12/23/2024	11,076.79	
16661	AFLAC	AFLAC	12/23/2024	1,806.62	
16662	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	12/23/2024	1,194.52	
16663	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	12/23/2024	1,500.00	
16664	COLONIAL LIFE PROCES	COLONIAL LIFE	12/23/2024	259.81	
16665	LIBERTY NATIONAL	LIBERTY NATIONAL	12/23/2024	284.94	
16666	MUTUAL OF OMAHA	MUTUAL OF OMAHA	12/23/2024	316.52	
16667	SOLSTICE BENEFITS IN	SOLSTICE	12/23/2024	614.89	
16668	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	12/23/2024	68.50	
				Non-Electronic Transactions:	18,195.93
				Total Transactions:	18,195.93

AP Check Register Report
City Of South Bay (CSBFND)

12/4/2024 8:30:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-9928-D24	COMCAST	COMCAST	12/04/2024	342.85	1-19456415983
Totals:			Electronic Transactions:		342.85
			Total Transactions:		342.85

AP Check Register Report

City Of South Bay (CSBFND)

12/12/2024 8:25:31 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-1081D24	COMCAST	COMCAST	12/12/2024	235.00	ch-8694178364
ACH9978D24	COMCAST	COMCAST	12/12/2024	433.83	ch-8694194564
Totals:			Electronic Transactions:		668.83
			Total Transactions:		668.83

AP Check Register Report

City Of South Bay (CSBFND)

12/19/2024 12:30:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-4042	VERIZON WIRELESS	VERIZON WIRELESS	12/19/2024	340.20	H-3623608181
ACH-64000	1146	VERIZON CONNECT FLEET USA LLC	12/19/2024	189.50	N00062608856
ACH-7593	COMCAST BUSINESS	COMCAST	12/19/2024	892.20	246929403700
ACH-8960-D24	COMCAST	COMCAST	12/19/2024	193.85	1-19564184993
Totals:			Electronic Transactions:		1,615.75
			Total Transactions:		1,615.75

AP Check Register Report
City Of South Bay (CSBFND)

12/16/2024 9:00:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
311	1374	HUURR HOMES LLC	12/16/2024	85,152.12	
				Non-Electronic Transactions:	85,152.12
				Total Transactions:	85,152.12

AP Check Register Report
City Of South Bay (CSBFND)

12/17/2024 2:48:17 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
312	1405	ALL FLORIDA STRUCTURES INC	12/17/2024	5,000.00	
313	DIAZ ASPHALT LL	DIAZ ASPHALT LLC	12/17/2024	28,300.59	
				Non-Electronic Transactions:	33,300.59
				Total Transactions :	33,300.59

AP Check Register Report

City Of South Bay (CSBFND)

12/19/2024 12:43:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
314	CAP ENGINEERING	CAP ENGINEERING	12/19/2024	31,071.25	
315	CAP GOVERNMENT	CAP GOVERNMENT	12/19/2024	9,878.75	
Non-Electronic Transactions:					40,950.00
Total Transactions:					40,950.00

AP Check Register Report

City Of South Bay (CSBFND)

12/12/2024 8:43:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
361	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/12/2024	5,610.37	
				Non-Electronic Transactions:	5,610.37
				Total Transactions:	5,610.37

AP Check Register Report
City Of South Bay (CSBFND)

12/19/2024 2:57:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
362	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/19/2024	13,660.47	
				Non-Electronic Transactions:	13,660.47
				Total Transactions:	13,660.47

AP Check Register Report

City Of South Bay (CSBFND)

12/5/2024 12:00:56 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
360	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/05/2024	26,574.24	
				Non-Electronic Transactions:	26,574.24
				Total Transactions:	26,574.24