

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

# CITY OF SOUTH BAY

## CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 16, 2025

335 SW 2<sup>ND</sup> Avenue

South Bay, FL 33493

[www.southbaycity.com](http://www.southbaycity.com)

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

**Mayor:**

**Joe Kyles Sr.**

**Vice Mayor:**

**Taranza McKelvin**

**Commissioner:**

**Commissioner:**

**Albert L. Polk**

**Commissioner:**

**Barbara King**

**City Manager:**

**Leondrae D. Camel**

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Vicenta Washington

[JUSTIFY\_INDENT]

# RULES OF PROCEDURE

## WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

## SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** - These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** - These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** - This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

## SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

## ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

## **APPEALS**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

## **DECORUM**

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

## **PLEASE SILENCE ALL CELL PHONES AND PAGERS**

## **CONTACT INFORMATION**

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

## **AMERICANS WITH DISABILITY ACT**

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY  
**CITY COMMISSION WORKSHOP**

CITY HALL CHAMBER  
TUESDAY, SEPTEMBER 16, 2025  
6:30 PM

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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.

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1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
  - a. FACILITY RENTAL POLICY AND GUIDELINES
4. ADJOURNMENT

CITY OF SOUTH BAY  
**REGULAR CITY MEETING AGENDA**

CITY HALL CHAMBER  
TUESDAY, SEPTEMBER 16, 2025  
7:00 PM

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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.

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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. **Commission Meeting Minutes – September 2, 2025**
  - 5.a. Meeting Minutes
- b. **Approval of City Commission Meeting Agenda – September 16, 2025**
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
  - a. **RESOLUTION 46-2025**  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RECOGNIZING FLORIDA CITY WEEK, OCTOBER 20, 2025, THROUGH OCTOBER 24, 2025, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
    - 6.a. Daily Schedule & Themes
  - b. **RESOLUTION 47-2025**  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2026 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
    - 6.b. Legislative Priorities 2026
  - c. **RESOLUTION 48-2025**  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER’S SUBMISSION OF A STATE OF FLORIDA RURAL INFRASTRUCTURE FUND PROGRAM APPLICATION FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
    - 6.c. Rural Infrastructure Fund FY 2025-2026 Program Guidelines
    - 6.c. South Bay Florida Commerce RIF Grant Application
    - 6.c. Application Budget
    - 6.c. Project Area Map

d. RESOLUTION NO. 49-2025

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

6.d. Neighborhood Engagement And Transformation Grant Agreement

e. RESOLUTION 50-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT BETWEEN PROPLOGIX, LLC D/B/A ORANGE DATA SYSTEMS (ODS) AND THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.e. Orange Data Systems Service Agreement

6.e. Orange Data Systems Statement of Work

f. RESOLUTION 51-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING TO ENTER INTO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR DEBRIS MANAGEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.f. Senate Bill 180 Implementation Requirements

6.f. Memorandum of Understanding

g. RESOLUTION 52-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND TO THOMAS STINSON, SR, AND TM WILD WEST WINGS, LLC AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" AND IN THE AMOUNT OF \$15,000.00; AUTHORIZING THE CONDITIONS FOR SALE; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY CLERK TO RECORD ALL NECESSARY DOCUMENTS FOR THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE

6.g. Resolution 12-2015

6.g. AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL  
**CITY WORKSHOP AGENDA**  
CITY HALL CHAMBER  
TUESDAY, September 2, 2025  
6:30PM

**Present:**

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

**Staff**

Leondrae Camel, City Manager  
Burnadette Norris-Weeks, City Attorney  
Vicenta Washington, City Clerk  
Massih Saadatmand, Finance Director  
Nepoleon Collins, Economic Growth and Development Director  
Aiyana Bent, Community Navigator  
Cristal Verdugo, Administrative Assistant

*(Full recording/discussion available through the City website)*

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
  - a. FY 2025-2026 Budget Presentation
4. **ADJOURNMENT- 6:55pm**

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

CITY OF SOUTH BAY, FL  
**REGULAR CITY MEETING**  
CITY HALL CHAMBER  
TUESDAY, September 2, 2025  
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. 2<sup>nd</sup> Avenue, South Bay, Florida on September 2, 2025 at 7:00 p.m.

*(Full recording/discussion available through the City website)*

**Present:**

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

**Staff:**

Leondrae Camel, City Manager  
 Burnadette Norris-Weeks, City Attorney  
 Vicenta Washington, City Clerk  
 Massih Saadatmand, Finance Director  
 Napoleon Collins, Economic Growth and Development Director  
 Aiyana Bent, Community Navigator  
 Cristal Verdugo, Administrative Assistant

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

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

- a. Regular City Workshop and City Meeting  
**Approval of City Minutes – August 19, 2025**  
**Approve Consent Agenda**  
**Moved by: Vice-Mayor McKelvin**  
**Seconded by: Commissioner Polk**
- b. Regular City Workshop and City Meeting  
**Approval of Meeting Agenda – September 2, 2025**  
**Approve Consent Agenda**  
**Moved by: Vice-Mayor McKelvin**  
**Seconded by: Commissioner Polk**

<b>COMMISSION</b>	<b>VOTE</b>
<b>Mayor Joe Kyles</b>	<b>YES</b>
<b>Vice-Mayor McKelvin</b>	<b>YES</b>
<b>Commissioner Polk</b>	<b>YES</b>
<b>Commissioner King</b>	<b>YES</b>

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

a. RESOLUTION 42-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPOINTING \_\_\_\_\_ AS A CITY OF SOUTH BAY CITY COMMISSIONER TO SERVE UNTIL THE NEXT REGULARLY SCHEDULED CITY ELECTION IN MARCH 2026; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE

TABLED

Moved by: Vice-Mayor McKelvin

Seconded by: Mayor Kyles

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

b. RESOLUTION 43-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA APPOINTING A CITY TREASURER; PROVIDING FOR AN EFFECTIVE DATE

Appointment: Commissioner Albert Polk

Moved by: Vice-Mayor McKelvin

Seconded by: Mayor Kyles

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

c. RESOLUTION 44-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE BID FROM THE GOODE COMPANIES OF FLORIDA, INC., IN RESPONSE TO RFP 2025-02 FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; AUTHORIZING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE GOODE COMPANIES OF FLORIDA, INC. FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2032; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Polk

Seconded by: Vice-Mayor McKelvin

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

**7. ORDINANCE**

**8. ROSENWALD ELEMENTARY SCHOOL**

**9.FINANCE REPORT**

**a. Accounts Payable Report**

**9.a. AP Report**

Tabled

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

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

**10. CITY CLERK REPORT**

**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT (NONE)**

**13. FUTURE AGENDA ITEMS (NONE)**

**14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER**

- 14.a. Commissioner Barbara King
  - Thank you
- 14.b. Commissioner Albert Polk
  - Thank you
- 14.c. Vice-Mayor Taranza McKelvin
  - Thank you
- 14.d. Mayor Joe Kyles
  - Thank you

**15. ADJOURNMENT 8:26 pm**

Moved by: Vice-Mayor McKelvin

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Joe Kyles, Mayor

ATTESTED BY:

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South Bay City Clerk

**RESOLUTION 46-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RECOGNIZING FLORIDA CITY WEEK, OCTOBER 20, 2025 THROUGH OCTOBER 24, 2025, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government provides services and programs that enhance the quality of life for residents, making their City their home; and

**WHEREAS**, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

**WHEREAS**, Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of the State of Florida that they can shape and influence this branch of government; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities; and

**WHEREAS**, the City of South Bay ("City") desires to recognize and participate in Florida City Week, which takes place on October 20, 2025 through October 24, 2025, and encourage all residents in the City to celebrate and participate in the weeklong activities; and

**WHEREAS**, the City Commission of the City of South Bay deems Florida City Week an important event for 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 correct and are incorporated herein by reference.

**Section 2.** Recognizing Florida City Week. The City Commission of the City of South Bay hereby recognizes Florida City Week as October 20, 2025 through October 24, 2025, and encourages all citizens to support the celebration and corresponding activities. The City of South Bay encourages all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Week and encourages educational partnerships between city government and schools, as well as civic groups and other organizations. The City of South Bay supports and encourages all Florida city governments to actively promote and sponsor Florida City Week.

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

**PASSED and ADOPTED** this 16th day of September 2025

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

## Daily Schedule & Themes

Day	Time	Theme Title & Location	Theme Description
<b>Monday</b> October 20, 2025	2:00 PM – 4:00 PM	<b>Meet Your Mayor</b> City Hall	Constituents are invited to connect with the Mayor for open discussion, policy updates, and civic Q&A. Transparency and accessibility in leadership.
<b>Tuesday</b> October 21, 2025	10:00 AM – 11:00 AM	<b>Honoring Everyday Heroes</b> City Chambers	Celebrate teachers at Rosenwald Elementary appreciation, gifts, and insight into classroom successes and challenges.
<b>Wednesday</b> October 22, 2025	10:00 AM	<b>Bridging Business &amp; Government</b> Local Business (South Bay)	City leaders visit local business to discuss economic development, listen to concerns, and promote support programs. Local leaders handing thank-you cards or flowers to businesses. City Officials shaking hands with a small business owner at storefront.
<b>Thursday</b> October 23, 2025	10:00 AM – 12:00 PM	<b>Fireside Chats: Future in Law</b>	Informal chat with Pre-Law Group, exploring careers in law, civic duty and advocacy. Staff in casual attire.
<b>Friday</b> October 24, 2025	Individual Focus All day	<b>Refocus, Recharge, Reimagine</b>	As we navigate the evolving challenges and opportunities of our journey, it's essential to pause and reconnect with our purpose.

**RESOLUTION 47-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2026 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in anticipation of the 2026 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 2026 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 2026 Legislative Priorities; Reservation for Amendments. The City Commission of the City of South Bay, Florida hereby adopts the 2026 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 16<sup>th</sup> day of September 2025.

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Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

# CITY OF SOUTH BAY

## 2026 FLORIDA LEGISLATIVE AGENDA



### *GENERAL GOVERNMENT ISSUES*

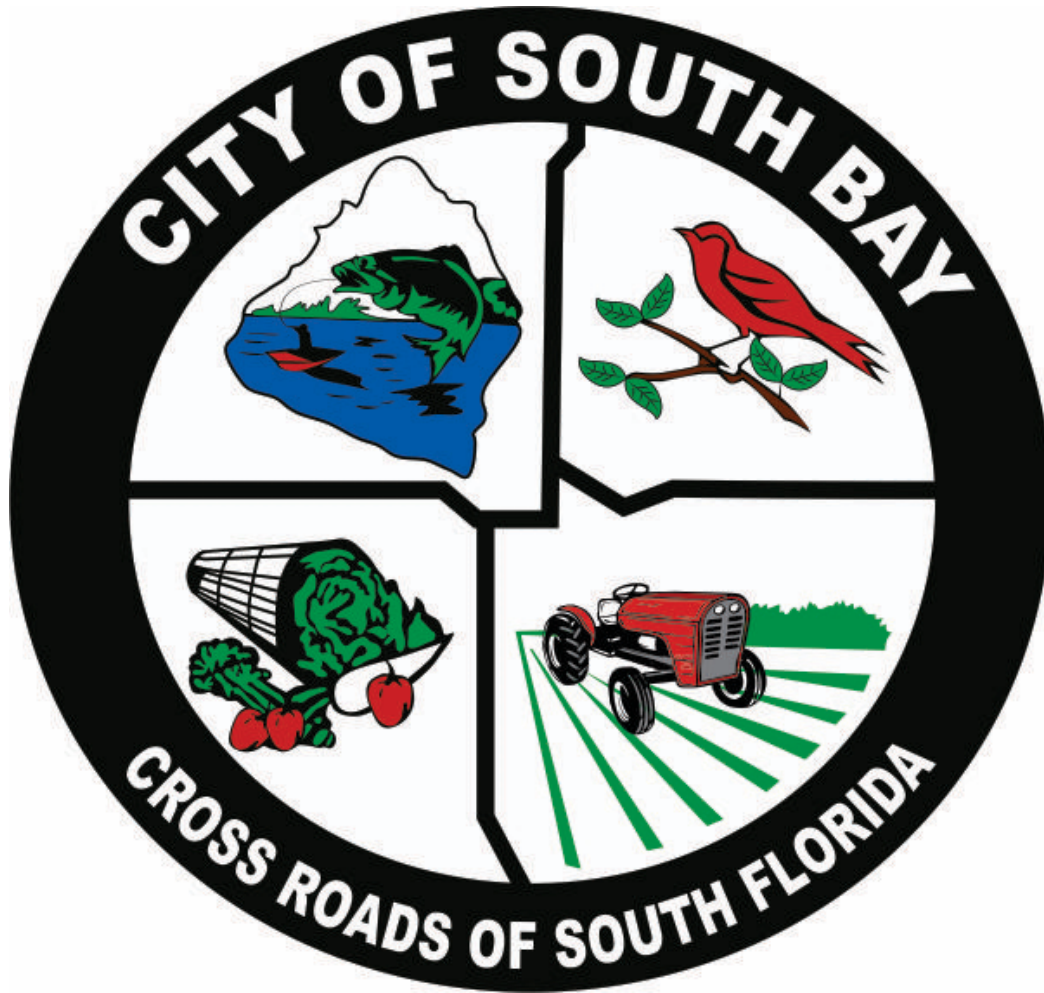
#### CITY COMMISSIONERS

Joe Kyles, Mayor  
Taranza McKelvin, Vice Mayor  
Albert Polk  
Barbara King

Leondrae D. Camel,  
City Manager

Vicenta Washington,  
City Clerk

Burnadette Norris-Weeks,  
City Attorney



*South Bay, the Crossroads of South Florida,  
We envision a sustainable economy, Let Us Grow Together*

## *Cross Roads of South Florida*

(561) 996-6751

[www.southbaycity.com](http://www.southbaycity.com)

335 SW 2<sup>nd</sup> Avenue • South Bay, FL 33493

**ABOUT SOUTH BAY:** In the heart of South Florida, two major roads, East-West State Road 80 and North-South U.S. 27, intersect. At this crossroads, near the southern bank of Lake Okeechobee, is the City of South Bay. Rich black soil and the lake's vast waters make South Bay a haven for agriculture and recreation. With available labor, low taxes, a willing government, and strong infrastructure, the City is well-suited for virtually any industry -- from distribution to manufacturing to tourism and recreation.

While the current estimates place South Bay's population in the incorporated city limits at more than 5,000 people, surrounding areas increase the population figures to 54,000 people in a 25-mile radius and more than 1.4 million in a 50-mile radius. Residents and businesses in South Bay have the best of both worlds—a quaint rural town near big city amenities.



**INTRODUCTION:** The City's State Legislative Platform summarizes the City's legislative priorities and funding requests, which are consistent with the City's long-term strategic vision. The purpose of this agenda is to set forth the City's legislative priorities and provide direction for our advocates as they work to secure support and resources for our community. Advocacy efforts are made to ensure the City's fiscal, operational, and quality of life interests are represented on behalf of the citizens of South Bay.

# GUIDING PRINCIPLES

## **Protect Local Control**

Support measures that protect the rights of Florida citizens to govern themselves under the municipal Home Rule powers conferred by the Florida Constitution. These measures preserve the City's local authority as a charter city to enact policy pertaining to local affairs and opposition to measures that seek to preempt local control without the concurrence of the City.

## **Preserve and Maintain Fiscal Responsibility**

Support measures that preserve and maintain the City's fiscal stability, predictability, and financial independence. These measures include:

- ♣ Efforts that preserve the City's ability to provide core services and deliver programs that foster a safe community, and
- ♣ Efforts that allow investment in community infrastructure to enhance the city's ability to meet the needs of its current and future residents and businesses, and
- ♣ Efforts that promote efficient and cost-effective solutions to protect and conserve natural resources and promote environmental awareness and sustainability.

## **Support Funding Opportunities**

Support measures that allow the City to compete for its fair share of regional, state, and federal funding. Support initiatives that promote dedicated funding streams to cities for critical service areas.

## **Collaborate with Regional Partners**

Support opportunities to work collaboratively with local and regional partners on areas of mutual interest. Maintain strong relationships with other municipalities, the county, and local transportation agencies, special districts, regional government agencies, local elected officials, and school districts.

## **LOCAL SELF-GOVERNMENT**

In alliance with the Florida League of Cities and municipalities across the state, the City of South Bay supports legislative efforts to strengthen and protect the rights of Florida citizens to govern themselves under the municipal Home Rule powers conferred by the Florida Constitution.

The Florida Constitution empowers citizens with the right of local self-government, or Home Rule. As the only form of voluntary government, Florida's municipalities are the embodiment of this right. A city is created by its citizens to provide additional functions and services for the benefit of the community. Local citizens develop a charter to specify the form, functions, and powers of their city government. The incorporation and city charter are approved by voters in a local referendum.

Home Rule authorizes all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services. Home Rule is why no two cities are alike. City residents take pride in this diversity and responsibility. Strong Home Rule powers ensure that government stays close to the people it serves. Intrusion on Home

Rule from the state or federal government undermines the constitutional right of citizens to govern themselves.

### **GROWTH MANAGEMENT, URBAN ADMINISTRATION, ECONOMIC AFFAIRS**

The City of South Bay SUPPORTS the Florida Rural Renaissance Bill to create opportunities for infrastructure improvements, education & health care enhancements in rural communities across the Sunshine State.

The City of South Bay SUPPORTS legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization, including legislation that safeguards the intent and elements cited in Florida Statute Chapter 163.3 known as the Community Redevelopment Act of 1969.

The City of South Bay continues to SUPPORT legislation to provide long-term, recurring, and adequate state funding, that is distributed throughout the state based on objective criteria, for local government water resource and water quality improvement projects and infrastructure projects.

### **LOCAL FUNDING REQUESTS**

#### **1. *Palm Beach Roadway Improvement and Beautification Project - \$800,000***

- a. The City of South Bay is undertaking the **Palm Beach Roadway Improvement and Beautification Project** to enhance mobility, safety, and the overall visual character of one of the City's most heavily utilized business corridors. Palm Beach Road serves as a critical gateway for residents, visitors, and businesses, accommodating pedestrians, cyclists, and the motoring public daily. This project is designed to transform the corridor into a safe, attractive, and accessible multimodal roadway that supports economic activity and strengthens community pride.

- i. Key components of the project include:

1. **Pedestrian Enhancements:** Construction of continuous, ADA-compliant sidewalks, upgraded crosswalks, and enhanced street lighting to improve safety and comfort for those traveling on foot.
2. **Cycling Infrastructure:** Installation of dedicated, clearly marked bicycle lanes with buffer zones where feasible, ensuring safe and efficient travel for cyclists.
3. **Traffic Flow and Safety Improvements:** Roadway resurfacing, updated striping, improved signage, and upgraded traffic control features to support efficient movement of vehicles while reducing congestion and enhancing overall roadway safety.
4. **Beautification Features:** Incorporation of landscaped medians, shade trees, decorative lighting, benches, and wayfinding elements to create an inviting and vibrant streetscape that supports local businesses.

5. **Sustainability Measures:** Use of native plantings, improved stormwater drainage, and energy-efficient lighting to reduce long-term maintenance costs and support environmental stewardship.

This investment in Palm Beach Road will significantly improve connectivity, promote active transportation, and create a welcoming environment for commerce and community interaction. By integrating functional improvements with aesthetic enhancements, the project will help position the corridor as a central hub for economic vitality and civic pride in the City of South Bay. **\$800,000**

2. *Senior Services Modernization Project - \$400,000*

- a. The modernization of South Bay Senior Centers offers a host of significant benefits to the community. Firstly, it enhances the quality of life for the city's aging population by providing updated facilities and services tailored to their evolving needs, promoting social interaction, and supporting physical and mental well-being. This modernization can also attract more seniors to engage in the centers, thereby reducing social isolation and loneliness and fostering a sense of belonging. Additionally, it can even strengthen the local economy through increased patronage of local businesses. Ultimately, a revitalized senior center program contributes to the overall vibrancy and inclusivity of the community, promoting intergenerational connections and a higher standard of living for seniors in South Bay.
  - i. Fixed Capital Construction/Major Renovation:  
Construction/Renovation/Land/ Planning: The funding for the senior center renovations will be allocated thoughtfully to ensure the best outcomes for the aging population. This will include: Infrastructure and Facility Upgrades, technology integration, and community spaces. These infrastructure upgrades will enhance health and wellness programming, as well as safety and security for South Bay and the surrounding community Seniors. **\$400,000**

## **GRANTS**

The City continuously requests SUPPORT for the funding of various needs, especially those related to transportation and other quality of life issues.

## **SUPPORT**

The City of South Bay supports the Florida League of Cities' and the National League of Cities' Legislative Priorities and initiatives when their advocacy efforts align with the City's fiscal, operational, and quality of life interests.

## RESOLUTION 48-2025

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A STATE OF FLORIDA RURAL INFRASTRUCTURE FUND PROGRAM APPLICATION FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Rural Infrastructure Fund ("RIF") facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation, capital investment and the strengthening and diversification of rural economies. A total of \$22 million in funding is available through RIF for Fiscal Year (FY) 2025-2026. Funding in the amount of \$17 million is available for eligible rural communities statewide; and

**WHEREAS**, the City of South Bay ("City") has submitted a Florida Rural Infrastructure Fund Program Grant Application in the amount of Two Hundred Ninety-Eight Thousand Dollars (\$298,000.00) to develop the groundwork for future infrastructure development to drive sustainable tourism and economic growth in the region; and

**WHEREAS**, if awarded, Phase Two would prepare a preliminary engineering report, complete preconstruction design documents and develop detailed cost estimates for water, sewer, stormwater, electrical, roadway, and site infrastructure. These essential preconstruction activities will establish readiness for development that will drive tourism, strengthen infrastructure, and boost the local economy; and

**WHEREAS**, the five-year Strategic Plan emphasizes economic diversification in tourism, agriculture and logistics, focusing on leveraging the City's natural assets. The Eco-Tourism Master Plan builds on this by promoting sustainable growth, environmental stewardship and community involvement. At the heart of this plan is the Village by the Lake, where the City envisions a 30-acre eco-tourism hub featuring nature trails, bird-watching stations, an amphitheater and eco-friendly accommodations like RV sites, tent camping and rental cabins.; and

**WHEREAS**, the City is completing the Action Oriented Development and Resiliency Strategy, Ecotourism Master Plan and updating the Comprehensive Plan's Open Space element; and

**WHEREAS**, further planning efforts are necessary to fully realize the goal for the City's future; and

**WHEREAS**, the City Manager was required to submit the Florida Rural Infrastructure Fund Program Funding (RIF) Grant ("Grant") application prior to the regularly scheduled commission meeting of September 16, 2025; and

**WHEREAS**, the City Commission of the City of South Bay ("City Commission") desires to ratify the submission of the Grant application; and

**WHEREAS**, the City Commission finds that ratification of the submission of the RIF Grant Program Application is in the best interests of the residents of the City.

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

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

**Section 2.** Authorization of City Manager. The City Commission of the City of South Bay hereby ratifies the City Manager's submission of a Florida Rural Infrastructure Fund Program (RIF) Grant Program Funding Application, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

**PASSED and ADOPTED** this 16<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

## Background

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The Rural Infrastructure Fund (RIF) is a grant program within FloridaCommerce, created to facilitate the planning, preparing, and financing of infrastructure projects in rural communities, which will encourage job creation, capital investment, and the strengthening and diversification of rural economies. The Florida Legislature appropriated \$17 million for the RIF statewide program and \$5 million for the Panhandle-Specific program for a total of \$22 million for Fiscal Year (FY) 2025-2026.

## Eligible Applicants and Technical Assistance

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RIF funds are available to units of local government within an area designated as a Rural Area of Opportunity (RAO) or a rural county or community as defined by s. 288.0656, Florida Statutes (F.S.).

- “Rural area of opportunity” means a rural community, or a region composed of rural communities, designated by the Governor, which has been adversely affected by an extraordinary economic event, severe or chronic distress, or a natural disaster or that presents a unique economic development opportunity of regional impact.
- “Rural community” means:
  - A county with a population of 75,000 or fewer.
  - A county with a population of 125,000 or fewer which is contiguous to a county with a population of 75,000 or fewer.
  - A municipality within a county described in the two bullets above.
  - An unincorporated federal enterprise community or an incorporated rural city with a population of 25,000 or fewer and an employment base focused on traditional agricultural or resource-based industries, located in a county not defined as rural, which has at least three or more of the economic distress factors identified in s. 288.0656(1)(c), F.S., and verified by the FloridaCommerce.

The following counties, including municipalities within the counties, are eligible applicants:

- Baker County
- Bradford County
- Calhoun County
- Columbia County
- Desoto County
- Dixie County
- Franklin County
- Gadsden County
- Gilchrist County
- Glades County
- Gulf County
- Hamilton County
- Hardee County
- Hendry County
- Highlands County
- Holmes County
- Jackson County
- Jefferson County
- Lafayette County
- Levy County
- Liberty County
- Madison County
- Nassau County
- Okeechobee County
- Putnam County
- Suwannee County
- Taylor County
- Union County
- Wakulla County
- Walton County
- Washington County

Additionally, the following local governments are eligible applicants:

- Town of Astatula
- City of Auburndale
- Town of Baldwin
- City of Bartow
- City of Belle Glade
- City of Belleview
- City of Center Hill
- City of Coleman
- City of Dunnellon
- City of Dade City
- City of Eagle Lake
- City of Eustis
- City of Fellsmere
- City of Florida City
- City of Fort Meade
- City of Frostproof
- City of High Springs
- Immokalee
- Village of Indiantown
- Town of Jay
- City of Keystone Heights
- Town of La Crosse
- Town of Lake Hamilton
- City of Lake Wales
- Town of Mangonia Park
- City of Orange City
- City of Pahokee
- City of Palmetto
- Town of Pierson
- City of South Bay
- City of Tavares
- City of Webster
- City of West Miami
- City of West Park
- City of Mulberry

FloridaCommerce staff are available to provide support throughout the application process. Applicants are strongly encouraged to attend all scheduled webinars and trainings provided by FloridaCommerce. Applicants can find current information about the RIF program at [FloridaJobs.org/RIF](http://FloridaJobs.org/RIF). Questions regarding the RIF program should be sent to [RIF@Commerce.fl.gov](mailto:RIF@Commerce.fl.gov).

## Eligible Activities

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Eligible activities for RIF funds include planning and construction projects for:

- Improvements to public infrastructure for industrial and commercial sites.
- Upgrades to, or development of, public tourism infrastructure.
- Improvements to inadequate infrastructure that has resulted in regulatory action.

Authorized infrastructure may include the following public-private partnership facilities:

- Storm water systems.
- Telecommunications facilities.
- Roads or other remedies to transportation impediments.
- Nature-based tourism facilities.
- Other physical requirements to facilitate tourism, trade, and economic development activities in the community.

## Grant Categories and Maximum Award Amounts

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### Total Project Participation Grants

To facilitate access and maximize the use of state, federal, local, and private resources, grants may be awarded for up to 75% of the total infrastructure project costs, or up to 100% of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S. which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S.

### Project Planning and Preparation Grants

FloridaCommerce may award grants of up to \$300,000 for infrastructure feasibility studies, design and

engineering activities, or other infrastructure planning and preparation activities. Grants awarded under this category may be used in conjunction with Total Project Participation grants.

### **Preclearance Review Grants**

To enable rural communities to access the resources available under the Expedited Permitting – Preclearance Review Process as defined in s. 403.973(18), F.S., grants may be awarded for surveys, feasibility studies, and other activities related to the identification and preclearance review of land which is suitable for preclearance review. Grant application criteria includes the extent to which administrative and consultant expenses are minimized.

Maximum award amounts and local match requirements:

- Projects located outside an RAO - \$75,000 with 50% local funds match.
- Projects located within an RAO - \$300,000 with no local funds match required.
- Projects located within a catalyst site, as defined in s. 288.0656, F.S., – maximum amounts same as above depending on RAO status. However, the local funds match requirement may be waived pursuant to the process in s. 288.06561, F.S., for projects located outside of an RAO.

### **Job Creation and Capital Investment**

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The purpose of RIF funding is to attract job creation and capital investment in rural economies. Applications submitted under all grant categories should demonstrate the need of the infrastructure project in attracting job creation and capital investment.

### **Application Evaluation Review Criteria**

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RIF grant application review will include an evaluation of the proposed project’s economic benefit and long-term viability. In addition, FloridaCommerce will consider factors including, but not limited to:

- The project’s potential for enhanced job creation or increased capital investment.
- The demonstration and level of local public and private commitment.

Grant administrative and consultant expenses should be minimized to the extent possible.

### **Monitoring and Reporting**

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Monitoring may be conducted to ensure that the recipient has systems in place to properly comply with program requirements.

Recipients will be required to submit quarterly status reports that detail the progress that has been made on the project and to detail what steps will be taken in the next quarter.

### **Compliance**

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#### **Conflicts of Interest**

Pursuant to s. 112.3143, F.S., the following people or their immediate family members shall not have any direct or indirect financial interest in any contract, subcontract, or the proceeds thereof for work to be performed in connection with the grant during their tenure or for one year thereafter:

- Employees or agents of the recipient who exercise any function or responsibility for the RIF project.
- Officials of the recipient, including members of the governing body.

### **Additional Information**

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RIF grant funds may not be used to pay for administrative fees or costs. At FloridaCommerce's discretion, funding may be approved for a lower amount than requested in the application. Additional resources and other RIF program information can be found on the FloridaCommerce website at [FloridaJobs.org/RIF](https://FloridaJobs.org/RIF).

Questions or requests for technical assistance regarding the RIF program, proposed projects, or how to complete and submit an application should be addressed to [RIF@Commerce.fl.gov](mailto:RIF@Commerce.fl.gov).

## **South Bay Florida Commerce RIF Grant Application 9-5-25**

### **City of South Bay Village by the Lake**

#### **Three sentence project description:**

The Village by the Lake project will transform 30 acres within the City of South Bay into a vibrant eco-tourism destination on U.S. 27 near Lake Okeechobee. Phase Two will utilize a \$298,800 investment to prepare a preliminary engineering report, complete preconstruction design documents, and develop detailed cost estimates for water, sewer, stormwater, electrical, roadway, and site infrastructure. These essential preconstruction activities will establish the technical foundation needed for permitting, final design, and construction, ensuring readiness for development that will drive tourism, strengthen infrastructure, and boost the local economy.

#### **Clearly summarize the proposed project as outlined in the application instructions.**

#### **Proposed Project Summary**

The City of South Bay, located at the crossroads of U.S. 27 and SR 80, has identified the Village by the Lake project as a signature eco-tourism and economic development initiative that will transform a 30-acre City-owned site into a regional destination. Building on its proximity to Lake Okeechobee and the Lake Okeechobee Scenic Trail, the project envisions a family-oriented recreational destination featuring full-hookup RV pads, tent sites, cabins, a bathhouse, office, covered pavilion, nature trails, bird-watching stations, and a performance bandshell with lawn seating. Phase One, currently underway with Florida Department of Commerce Rural Infrastructure Fund support, is providing the feasibility study, master plan, schematic design, and baseline environmental assessments needed to establish the project's vision and community support.

Phase Two will utilize a \$298,800 investment to prepare a Preliminary Engineering Report, which will assess site conditions and recommend optimal solutions for infrastructure needs, as well as develop preconstruction design documents that outline detailed plans for water, sewer, stormwater, electrical, roadway, and site improvements. These activities include pre-permitting coordination with regulatory agencies and preliminary cost modeling to ensure that the City has the technical foundation, regulatory readiness, and cost certainty required to move into Phase Three's final design, permitting, and construction.

In addition to boosting tourism and strengthening infrastructure, the project is expected to create new jobs for residents and support the local economy, while incorporating sustainable practices to protect wildlife habitats and maintain the health of water

resources around Lake Okeechobee. Phase Two is anticipated to be completed within twenty-four months, after which the permitting and final design process will commence, paving the way for construction to begin in 2027. These efforts will serve as the cornerstone for developing South Bay’s eco-tourism potential and delivering lasting benefits to the City, the Glades region, and the environment.

## **Proposed Activities**

### **Activity 1: Preliminary Engineering Report (PER)**

The City of South Bay will prepare a Preliminary Engineering Report (PER) that details the necessary and proposed infrastructure and improvements for the 30-acre Village by the Lake project. The PER will include surveys of existing site conditions (including land clearing if necessary), preliminary utility and infrastructure analyses, basis-of-design criteria, environmental considerations, and an outline of proposed water, sewer, stormwater, electrical, roadway, and site circulation systems. The report will also document preliminary coordination with outside agencies, including the South Florida Water Management District (SFWMD), Palm Beach County Water Utilities Department (PBCWUD), Palm Beach County Fire Rescue (PBFR), Palm Beach County Engineering and Public Works, the Florida Department of Transportation (FDOT), the Florida Department of Health (DOH), and the U.S. Army Corps of Engineers (USACE).

- **Quantity of the activity:** One comprehensive Preliminary Engineering Report with supporting appendices, survey tie-ins, and permitting roadmap.
- **Use of funds:** 100% of grant funds will be used for the PER; no outside funding is currently committed to this activity.
- **Location:** The activity will be conducted for the 30-acre City-owned project site located along U.S. 27 within the City of South Bay, Palm Beach County, Florida.
- **Cost of the activity:** \$108,000
- **Permits/approvals required:** None at this stage, but the report will identify and prepare for SFWMD ERP and ROW Occupancy permits, FDEP NPDES Construction Generic Permit, PBCWUD service review, PBFR hydrant testing, PBC Engineering driveway/ROW permits, FDOT driveway/drainage permits, DOH campground license, FEMA floodplain permits, and federal Section 404/408 permits if triggered.
- **Ownership and maintenance:** All reports and infrastructure related to the Village by the Lake and included in the Preliminary Engineering Report will be owned by the City of South Bay. The PER will be used to guide subsequent phases of design and permitting.

## **Activity 2: Preliminary/Preconstruction Design and Cost Estimates**

The City of South Bay will advance the project design to produce a preconstruction coordinated plan set, outline specifications, and preliminary cost estimates based on the recommendations of the Preliminary Engineering Report. The preconstruction design package will include drawings for grading, drainage, stormwater management, water and wastewater systems, electrical distribution, RV site circulation, ADA-accessible routes, and conceptual layouts for cabins, bathhouse, office, pavilion, and bandshell. Outline specifications will be prepared in CSI format, and an Opinion of Probable Construction Cost (OPCC) will be developed to provide low, likely, and high ranges. Preapplication packages will be submitted to SFWMD, PBCWUD, PBFR, PBC Engineering, FDOT (if applicable), and DOH for early coordination.

- **Quantity of the activity:** One coordinated preliminary/preconstruction design package, including plan sheets, outline specifications, preliminary cost estimates, and agency preapplication packages.
- **Use of funds:** 100% of grant funds will be used for this design activity; no outside funding is currently committed.
- **Location:** The activity will be conducted for the same 30-acre City-owned parcel within South Bay, Palm Beach County, Florida.
- **Cost of the activity:** \$190,800
- **Permits/approvals required:** No permits will be issued at the preconstruction stage, but preapplication reviews will prepare the project for SFWMD ERP, FDEP NPDES Construction Generic Permit, PBCWUD plan review and inspection, PBFR hydrant testing, PBC Engineering ROW/driveway permits, FDOT driveway/drainage permits (if required), DOH campground license, and FEMA floodplain permits.
- **Ownership and maintenance:** All design documents and infrastructure related to the Village by the Lake will be owned by the City of South Bay. Upon construction, the City will own, operate, and maintain the infrastructure, including utilities, roadways, buildings, and recreational facilities.

### **Proposed Timeline and Deliverable Description:**

#### **Activity 1 – Preliminary Engineering Report (PER)**

The deliverable for this activity will be a comprehensive Preliminary Engineering Report that evaluates existing site conditions and outlines proposed infrastructure improvements for the Village by the Lake project. The report will provide the City with a clear basis of design,

preliminary agency coordination notes, and a permitting roadmap, creating a consolidated document that establishes the framework for all subsequent design and permitting efforts.

### **Deliverable 1: 12 Months**

- A comprehensive Preliminary Engineering Report (PER) documenting necessary and proposed infrastructure for the Village by the Lake project, including water, sewer, stormwater, electrical, roadway, and site circulation systems.
- Existing conditions assessment, including survey tie-ins, environmental and floodplain considerations, and utility capacity analysis.
- A Basis-of-Design memorandum outlining applicable codes, standards, and design assumptions.
- Preliminary agency coordination notes, including meeting summaries with the South Florida Water Management District (SFWMD), Palm Beach County Water Utilities Department (PBCWUD), Palm Beach County Fire Rescue (PBFR), Palm Beach County Engineering and Public Works, Florida Department of Transportation (FDOT), Florida Department of Health (DOH), and the U.S. Army Corps of Engineers (USACE).
- A permitting roadmap identifying required approvals, anticipated fees, and sequencing.
- A consolidated report package delivered in PDF and editable formats for City use in subsequent design and permitting phases.
- City Commission approval of the Preliminary Engineering Report.

### **Activity 2 – Preliminary/Preconstruction Design and Cost Estimates**

The deliverable for this activity will be a coordinated preliminary/preconstruction design package supported by outline specifications and preliminary cost estimates. This package will translate the recommendations of the Preliminary Engineering Report into concept-level drawings and budgets while incorporating feedback from regulatory agencies, giving the City a practical and defensible foundation for advancing to final design, permitting, and construction.

### **Deliverable 2: 12 Months**

- A coordinated **preliminary/preconstruction design plan set**, including drawings for grading, drainage, stormwater, potable water, wastewater, electrical distribution,

roadways, RV circulation, ADA paths, landscaping, and conceptual layouts for cabins, bathhouse, office, pavilion, and bandshell.

- **Outline technical specifications** in CSI format, covering general requirements, sitework, utilities, and building system performance narratives.
- A **Preliminary Opinion of Probable Construction Cost (OPCC)**, providing Class 4/5 cost estimates with low, likely, and high ranges, plus identified cost drivers and alternates.
- **Preapplication packages** submitted to SFWMD, PBCWUD, PBFR, PBC Engineering, FDOT (if applicable), and DOH for early review and feedback.
- **Meeting notes and coordination records** from agency consultations to support smooth advancement to permitting.
- A consolidated Preliminary/Preconstruction package (plans, specifications, cost estimates, and Basis-of-Estimate memo) provided in PDF and CAD formats for City records and future use.
- City Commission approval of the Preliminary/Preconstruction Design and Cost Estimates.

**Describe the proposed project’s economic benefit, long-term viability, and potential local or regional economic impact.**

**The summary should include a description of the current and anticipated economic conditions of the area.**

**Describe the project’s potential for enhanced job creation or increased capital investment, including but not limited to, the following information:**

- **The nature of business activities which will be conducted at the site of, or which relate to, the project, and**
- **A description of the capital investment in real and personal property, not including product inventory.**
- **Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will impact on the area’s economy.**

The City of South Bay, situated in the Glades region of Palm Beach County, continues to face persistent economic challenges stemming from its historical reliance on agriculture.

The City experiences poverty nearly three times the state average and unemployment rates substantially higher than regional and state benchmarks. These conditions underscore the urgent need for economic diversification and new investment, which the Village by the Lake project directly addresses by transforming a 30-acre City-owned parcel, valued at approximately \$3 million, into a vibrant eco-tourism destination that leverages South Bay's location on U.S. 27 and its proximity to Lake Okeechobee and the Lake Okeechobee Scenic Trail. The project will deliver meaningful and measurable economic benefits by creating new jobs, diversifying South Bay's economy, expanding recreational and cultural amenities, and positioning the Glades region as a premier eco-tourism destination in Florida, with strong public commitment, substantial capital investment, and long-term operational viability ensuring lasting impact for residents, businesses, and the regional economy.

The project's economic benefits and long-term viability stem from its design as a year-round tourism and recreation hub that will draw visitors for camping, fishing, hiking, birdwatching, and cycling, while also hosting cultural programming, such as concerts, festivals, and community events, at its amphitheater and pavilion. These activities are anticipated to create a steady stream of tourism revenue, similar to the proven success of Torry Island Campground in neighboring Belle Glade, which generated over \$1 million in gross revenue in 2021. With careful planning, sustainable design, and integration into the City's Eco-Tourism Master Plan, the Village by the Lake is positioned to provide consistent operational revenue while expanding the City's tax base and encouraging ancillary private investment in hospitality, retail, and services.

The nature of business activities to be conducted at the site will include campground operations, short-term cabin rentals, recreational programming, and special events. Local vendors and service providers will benefit directly from event-related spending on food, merchandise, and lodging, while nearby gas stations, restaurants, and retail businesses will see increased patronage from year-round visitors.

The project represents a capital investment of \$4.8–\$5.1 million in real property improvements, including grading, stormwater systems, internal roadways, utilities, RV pads, cabins, bathhouses, office, pavilion, and a performance bandshell. Additional personal property investments will include amphitheater staging and sound systems, campground furnishings, reservation systems, and maintenance equipment. The construction phase will require 30–50 skilled workers, creating immediate short-term employment and generating ripple effects through increased demand for local accommodations, restaurants, and shops. Once operational, the project is projected to create 8–10 full-time permanent jobs with average salaries in the \$35,000–\$40,000 range, along with seasonal employment opportunities and vendor income streams.

The level of public and private commitment to the project is significant. The City of South Bay has prioritized Village by the Lake in its strategic planning efforts and has already advanced Phase One with Florida Department of Commerce grant funding. Palm Beach County has also expressed support for the project, recognizing its potential as a regional eco-tourism anchor. Public ownership of the site ensures long-term community benefit, while ongoing private partnerships with event organizers, vendors, and recreation providers will enhance the project's operations and revenue streams. During construction, the City is committed to hiring local contractors, utilizing regional suppliers, and purchasing locally sourced equipment and materials whenever possible, ensuring that a substantial portion of expenditures remains within the community and stimulates additional economic growth.

**Describe the proposed project's potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:**

- **The nature of the business activities which will be conducted at the site of, or which relate to the project.**
- **Description of the capital investment in real and personal property – do not include product inventory.**

The Village by the Lake project will generate both direct and indirect employment by establishing a year-round eco-tourism and recreation destination. On-site business activities will include campground operations, cabin rentals, pavilion and amphitheater event programming, recreational amenities such as trails and bird-watching stations, and vendor opportunities for food, merchandise, and cultural events. These activities will create 8–10 permanent full-time positions in management, maintenance, hospitality, and administration, in addition to seasonal jobs and income opportunities for local vendors and event organizers. Beyond on-site staffing, the project will stimulate secondary employment in restaurants, lodging, gas stations, and retail establishments that will serve visitors drawn to South Bay for camping and outdoor events.

The project represents a capital investment of approximately \$4.8–\$5.1 million in real property improvements, including site grading, stormwater systems, utility infrastructure for water, sewer, and electricity, RV pads, cabins, bathhouse, office, pavilion, amphitheater, and internal circulation roads. Personal property investments will include amphitheater staging and sound systems, campground furnishings, reservation and management software, and maintenance equipment necessary for operations. Construction of these facilities will engage 30–50 skilled workers across trades such as surveying, site preparation, plumbing, electrical, structural, landscaping, and general contracting,

creating a substantial short-term boost to the local economy. Together, these real and personal property investments will anchor long-term eco-tourism activity in South Bay, diversifying the economy and expanding the tax base while positioning the City as a regional destination for recreation and cultural programming.

**Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will have ripple effects on the area's economy.**

The Village by the Lake project has garnered strong public and private commitment, reflecting a shared vision for eco-tourism development and economic revitalization in South Bay and the Glades region. The City of South Bay has prioritized the project through its Comprehensive Plan, Eco-Tourism Master Plan, and 5-Year Strategic Plan, and has already demonstrated commitment by securing and utilizing Florida Department of Commerce Rural Infrastructure Fund support for Phase One planning. Palm Beach County has also expressed support, recognizing the project's potential to strengthen the regional economy and enhance recreational opportunities.

During Phase Two and subsequent construction, the City is committed to maximizing local expenditures whenever possible by hiring area contractors and service providers for surveying, site preparation, utilities installation, and vertical construction. Local suppliers will be engaged for materials such as concrete, landscaping, furnishings, and fixtures, while regional firms will provide specialized services, including electrical, plumbing, and acoustical work, for the amphitheater. This focus on local procurement will ensure that a significant portion of project spending remains within the community, creating ripple effects that benefit restaurants, hotels, retail businesses, and other service industries.

Private partners, including event organizers, vendors, and recreational service providers, have expressed interest in supporting operations and programming once the project is complete. Their involvement will expand economic opportunities and generate ongoing revenues through food sales, merchandise, cultural events, and tourism-related services. This robust public and private commitment underscores the project's broad support, ensuring it will generate long-term benefits, foster sustainable growth, and create a lasting economic impact for the South Bay and Glades region.

## Budget

### Activity 1 – Preliminary Engineering Report (PER)

**Total Cost: \$108,000**

<b>Task Category</b>	<b>Description</b>	<b>Estimated Cost</b>
Site Analysis & Surveys	Boundary/ALTA survey, limited topographic mapping, and data collection on existing conditions	\$22,000
Environmental & Floodplain Assessment	Wetland delineation, FEMA floodplain mapping, and review of cultural/historic resources	\$14,000
Utility & Infrastructure Assessment	Evaluation of water, sewer, stormwater, and electrical service availability and capacity	\$18,000
Basis-of-Design (BOD) Memo	Documentation of codes, design storms, and engineering assumptions for future design	\$10,000
Agency Coordination	Meetings and preliminary coordination with SFWMD, PBCWUD, PBFR, FDOT, DOH, and USACE	\$12,000
Permitting Roadmap	Identification of all required permits, fees, sequencing, and estimated approval timelines	\$8,000
Report Preparation & Deliverables	Drafting and compiling Preliminary Engineering Report in PDF/Word formats with supporting appendices	\$24,000
<b>Total Activity 1:</b>		<b>\$108,000</b>

## Activity 2 – Preliminary/Preconstruction Design and Cost Estimates

**Total Cost: \$190,800**

<b>Task Category</b>	<b>Description</b>	<b>Estimated Cost</b>
Civil/Site Design	Preliminary grading, drainage, stormwater modeling, and site circulation layouts	\$38,000
Water & Sewer Design	Preliminary layouts for potable water, sewer collection, lift station concept, and hydrant locations	\$24,000
Electrical & Lighting	Load study, RV pedestal layouts, and concept site lighting plans	\$20,000
Architectural/Vertical Components	Concept designs for bathhouse, office, cabins, pavilion, and bandshell	\$30,000
Landscape & Recreation Design	Concept planting plans, buffers, and ADA-accessible circulation for trails and lawn bowl	\$14,000
Outline Specifications	CSI-format technical specifications for Divisions 00–33	\$10,800
Preliminary Cost Estimating	Opinion of Probable Construction Cost, Basis-of-Estimate memo, and VE options	\$18,000
Agency Preapplication Packages	Submittals to SFWMD, PBCWUD, PBFR, FDOT, DOH, and PBC Engineering	\$20,000
Deliverables Preparation	Compilation of plan set, specifications, OPCC, and CAD/PDF package	\$16,000
<b>Total Activity 2:</b>		<b>\$190,800</b>
<b>Total Activity 1 and 2:</b>		<b>\$298,800</b>

## Budget

### Activity 1 – Preliminary Engineering Report (PER)

**Total Cost: \$108,000**

<b>Task Category</b>	<b>Description</b>	<b>Estimated Cost</b>
Site Analysis & Surveys	Boundary/ALTA survey, limited topographic mapping, and data collection on existing conditions	\$22,000
Environmental & Floodplain Assessment	Wetland delineation, FEMA floodplain mapping, and review of cultural/historic resources	\$14,000
Utility & Infrastructure Assessment	Evaluation of water, sewer, stormwater, and electrical service availability and capacity	\$18,000
Basis-of-Design (BOD) Memo	Documentation of codes, design storms, and engineering assumptions for future design	\$10,000
Agency Coordination	Meetings and preliminary coordination with SFWMD, PBCWUD, PBFR, FDOT, DOH, and USACE	\$12,000
Permitting Roadmap	Identification of all required permits, fees, sequencing, and estimated approval timelines	\$8,000
Report Preparation & Deliverables	Drafting and compiling Preliminary Engineering Report in PDF/Word formats with supporting appendices	\$24,000
<b>Total Activity 1:</b>		<b>\$108,000</b>

## Activity 2 – Preliminary/Preconstruction Design and Cost Estimates

**Total Cost: \$190,800**

<b>Task Category</b>	<b>Description</b>	<b>Estimated Cost</b>
Civil/Site Design	Preliminary grading, drainage, stormwater modeling, and site circulation layouts	\$38,000
Water & Sewer Design	Preliminary layouts for potable water, sewer collection, lift station concept, and hydrant locations	\$24,000
Electrical & Lighting	Load study, RV pedestal layouts, and concept site lighting plans	\$20,000
Architectural/Vertical Components	Concept designs for bathhouse, office, cabins, pavilion, and bandshell	\$30,000
Landscape & Recreation Design	Concept planting plans, buffers, and ADA-accessible circulation for trails and lawn bowl	\$14,000
Outline Specifications	CSI-format technical specifications for Divisions 00–33	\$10,800
Preliminary Cost Estimating	Opinion of Probable Construction Cost, Basis-of-Estimate memo, and VE options	\$18,000
Agency Preapplication Packages	Submittals to SFWMD, PBCWUD, PBFR, FDOT, DOH, and PBC Engineering	\$20,000
Deliverables Preparation	Compilation of plan set, specifications, OPCC, and CAD/PDF package	\$16,000
<b>Total Activity 2:</b>		<b>\$190,800</b>
<b>Total Activity 1 and 2:</b>		<b>\$298,800</b>

Village by the Lake  
Project Area

South Bay City Hall  
Administrative Offices

South Bay  
South Bay



**RESOLUTION NO. 49-2025**

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

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

**WHEREAS**, the City of South Bay (“City”) submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Fifteen Thousand Dollars (\$15,000.00) for a community outreach project. The project entails: 1) the procurement of professional services for the purchase and installation of rectangular hip roof playground shade structures at Cox and Tanner Park at a total cost of Ten Thousand Dollars (\$10,000.00); and 2) the procurement of professional services to repaint the basketball courts at Cox and Tanner Parks totaling Five Thousand Dollars (\$5,000.00), hereinafter referred to as the “Neighborhood Outreach Project” or the “Project”; and

**WHEREAS**, the term of Neighborhood Engagement and Transformation Grant Program Agreement (“Agreement”) shall be eleven (11) months, commencing on the date the Agreement is fully executed by the parties. The City shall complete the Project and provide the final reimbursement request(s) and accounting data to Palm Beach County for the completed Project within ten (10) months of execution of the Agreement by the parties hereto, which is September 4, 2026; and

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

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

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

**Section 2.** Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Neighborhood Engagement and Transformation Grant Agreement, attached hereto as Exhibit "A" and to take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED and ADOPTED** this 16<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Week, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

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

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

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

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

**WHEREAS**, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed \$15,000 for a playground shade and basketball court repainting project. The project entails: 1) the procurement of professional services for the purchase and installation of rectangular hip roof playground shade structures at Cox and Tanner Park (\$10,000), and 2) the procurement of professional services to repaint the basketball courts at both Tanner and Cox Parks (\$5,000), hereinafter referred to as the "Playground Shade and Basketball Court Repainting Project" or the "Project"; and

**WHEREAS**, COUNTY has selected AWARDEE's "Playground Shade and Basketball Court Repainting Project" to receive funding for implementation; and

**WHEREAS**, COUNTY desires to provide AWARDEE an amount not to exceed \$15,000 to help offset expenses toward AWARDEE's implementation of its "Playground Shade and Basketball Court Repainting Project"; and

**WHEREAS**, implementation of AWARDEE's "Playground Shade and Basketball Court Repainting Project" serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

## **ARTICLE 2 – SERVICES**

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

## **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for eleven (11) months, commencing on the date this Agreement is fully executed by the parties.

AWARDEE shall complete the Project and provide the final reimbursement request(s) and accounting data to COUNTY for the completed Project within ten (10) months of execution of this Agreement by the parties hereto, which is September 4, 2026.

## **ARTICLE 4 – PAYMENTS TO AWARDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDEE for the costs associated to “Playground Shade and Basketball Court Repainting Project” as set forth more specifically in Exhibit “A.”
- B. AWARDEE hereby authorizes COUNTY to make payments directly to registered County vendors on behalf of AWARDEE for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice or may purchase items on behalf of AWARDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Fifteen Thousand Dollars (\$15,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY’s tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDEE to the Office of Community Revitalization (OCR) Director and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
  1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;

2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B," which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.
  3. COUNTY's representative verifies that the project and invoices are in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment.
- D. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, AWARDDEE must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement.

Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

### **ARTICLE 8 – TERMINATION**

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

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

### **ARTICLE 9 – ARREARS**

The AWARDDEE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AWARDDEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **ARTICLE 10 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

### **ARTICLE 11 – CONTINGENT FEES**

The AWARDDEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AWARDDEE 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 the AWARDDEE, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 12 - INSURANCE**

- A. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and
  - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. Prior to execution of this Agreement, AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to OCR Division Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.
- D. The AWARDDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDDEE under paragraph B of this Article.

## **ARTICLE 13 - INDEMNIFICATION**

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

This article shall survive termination or expiration of this Contract.

## **ARTICLE 14 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary

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

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

#### **ARTICLE 15 – RELEASES AND HOLD HARMLESS AGREEMENTS**

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

#### **ARTICLE 16 - ACCESS AND AUDITS**

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

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

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

#### **ARTICLE 17 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin,

ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

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

#### **ARTICLE 18 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 19 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 20 - NOTICE**

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

**If sent to COUNTY:**

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

**If sent to AWARDDEE:**

Leondrae Camel, City Manager  
City of South Bay  
335 SW 2<sup>nd</sup> Ave.  
South Bay, FL 33493

#### **ARTICLE 21 - REGULATIONS; LICENSING REQUIREMENTS**

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

#### **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 23 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDDEE: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AWARDDEE shall comply with the requirements

of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDDEE is specifically required to:

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

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

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBC.GOV](mailto:RECORDSREQUEST@PBC.GOV) OR BY TELEPHONE AT 561-355-6680.”**

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 25 - SEVERABILITY**

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

**ARTICLE 26 – COUNTERPARTS**

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

**ARTICLE 27 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

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

**ARTICLE 28 – HUMAN TRAFFICKING AFFIDAVIT**

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

*Remainder of Page Left Blank Intentionally*

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

**ATTEST:**  
**MICHAEL A. CARUSO,**  
**CLERK & COMPTROLLER**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**WITNESSES:**

**AWARDEE**  
**City of South Bay**

Witness Signature



Leondrae Camel, City Manager (Signature)

Name (type or print)



**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

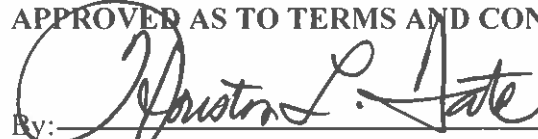
By:  \_\_\_\_\_  
Houston L. Tate, Division Director  
Office of Community Revitalization





EXHIBIT "B"

PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION

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

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

RECIPIENT OF DISBURSED FUNDS:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

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

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

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

EMAIL TO: [CMATHEWS@PBC.GOV](mailto:CMATHEWS@PBC.GOV) OR DELIVER / MAIL TO:

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

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by City of South Bay ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to City of South Bay for a playground shade and basketball court repainting project. The project entails: 1) The procurement of professional services for the purchase and installation of rectangular hip roof playground shade structures at Cox and Tanner Park (\$10,000), and 2) the procurement of professional services to repaint the basketball courts at both Tanner and Cox Parks (\$5,000), hereinafter referred to as the "Playground Shade and Basketball Court Repainting Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: City of South Bay

Name: Leondrae Camel, City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

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

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

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

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

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

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

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

**APPLICANT:** CITY OF SOUTH BAY

**PROJECT DESCRIPTION:**

The project entails: 1) The procurement of professional services for the purchase and installation of rectangular hip roof playground shade structures at Cox and Tanner Park. (\$10,000), and 2) the procurement of professional services to repaint the basketball courts at both Tanner and Cox Parks. (\$5,000)

**County Funds Requested:** \$15,000

**APPROVAL STATUS:**

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

**INSURANCE NEEDED:** YES  NO

**COMMENTS:** COI from company doing installation w/ Palm Beach County BCC named as additional insured

Elizabeth Plaska  
**SIGNATURE OF REVIEWER**

Property Casualty Trng Mgr  
**TITLE OF REVIEWER**

ELIZABETH PLASKA  
**PRINT NAME**

9/8/2025  
**DATE**



**RESOLUTION 50-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT BETWEEN PROPLOGIX, LLC D/B/A ORANGE DATA SYSTEMS (ODS) AND THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of South Bay (“City”) is in need of a service provider to assist the City with streamlining lien searches; and

**WHEREAS**, PropLogix, LLC d/b/a as Orange Date Systems (“ODS”) is engaged in the business of providing certain real estate-related software and services; and

**WHEREAS**, the City is desirous to enter a Services Agreement with ODS to provide said real estate-related software and services, attached hereto as Exhibit “A”; and

**WHEREAS**, the City Commission of the City of South Bay finds that authorizing the City Manager to execute the attached Services Agreement between ODS and the City 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 correct and are incorporated herein by reference.

**Section 2.** Authorization of the City Manager. The City Commission of the City of South Bay hereby authorizes the City Manger to execute the attached Services Agreement between PropLogix d/b/a Orange Date Systems (ODS) and the City of South Bay, attached hereto as Exhibit “A” and to take all necessary and expedient action to effectuate the intent of this resolution.

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

**PASSED and ADOPTED** this 16th day of September 2025.

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

## SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between the city of South Bay, a Florida municipal entity (the “**MUNICIPALITY**”) located at 335 SW 2nd Ave., South Bay, FL 33493, and PropLogix, LLC d/b/a Orange Data Systems (“**ODS**”), a Florida limited liability company, located at 5901 N. Honore Ave., Ste. 200, Sarasota, FL 34243 (each a “**Party**” and collectively, the “**Parties**”).

**WHEREAS**, ODS is engaged in the business of providing certain real estate-related software and services.

**WHEREAS**, the MUNICIPALITY is engaging ODS to provide the same, as further described herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I SERVICES AND FEES

**Section 1.1. Scope of Services.** ODS shall provide the services and reports, as further described in any Statements of Work (SOWs) attached hereto (the “**Services**”). ODS shall provide the Services on a non-exclusive basis to the MUNICIPALITY. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement.

**Section 1.2. Fees; Invoicing.** Payment for the services shall be made as described in any SOWs attached hereto.

### ARTICLE II CONFIDENTIALITY AND INTELLECTUAL PROPERTY

**Section 2.1. Confidentiality Requirements.** Each Party acknowledges that during the Term of this Agreement, it may come in contact or be provided with knowledge and information relating to customer, client, vendor, partner, contractor, and/or employee information; financial information; business and marketing plans; concepts, techniques, processes, ideas, discoveries, improvements, and inventions whether patented or not; software, programs, and source code; and other confidential and proprietary information relating to the other Party (collectively “**Confidential Information**”). Confidential Information shall further include any information that is expressly identified as confidential by the disclosing Party, or would reasonably be deemed confidential under the context of disclosure or due to the nature of the information.

Each Party agrees that during the Term of this Agreement and for the two (2) year period thereafter, it shall use at least the same degree of care to safeguard the disclosing Party’s Confidential Information as it would its own similar information, and it shall not use, directly or indirectly, on its own behalf or on behalf of any other person or entity, in any capacity any Confidential Information; it shall not disclose or use any of the other Party’s Confidential Information except (i) to subcontractors, parent companies, affiliates, subsidiaries, agents or representatives who need to know such information and only to the extent necessary to carry out such Party’s obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law.

Notwithstanding the foregoing, it is acknowledged that the MUNICIPALITY is a public agency subject to Chapter 119, Florida Statutes, and the Parties shall comply with Florida’s Public Records Law, as the same may be amended from time to time.

**Section 2.2. Exceptions to Confidential Information.** Confidential Information shall not include information to the extent that it (i) is or becomes public knowledge through no act or omission of the receiving Party, (ii) is

disclosed to the receiving Party by a third party having no obligation of confidentiality with respect to the subject information, or (iii) was known to the receiving Party prior to disclosure of the information by the disclosing Party.

**Section 2.3. Return of Confidential Information.** Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy any Confidential Information of the disclosing Party in its possession and certify to the disclosing Party its return or destruction. Notwithstanding the foregoing, the receiving Party shall not be obligated to return or destroy Confidential Information that is required to be held or maintained for regulatory or audit purposes or retained in accordance with the receiving Party's security or disaster recovery procedures, provided that it will remain subject to the obligations of confidentiality contained herein for the duration for which it is held.

**Section 2.4. Intellectual Property.** Each Party shall retain ownership of all of its: (a) patents, patent applications and disclosures, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), and related improvements, (b) trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names and telephone numbers containing or reflecting any of the foregoing, along with any associated goodwill, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), copyrights, copyrightable works, works of authorship (including advertisements, commercials and promotional materials), data, databases, articles, abstracts, graphics, photographs, programs and programming material, jingles, and slogans, (d) trade secrets or proprietary information, (e) internet websites, including all content and materials displayed on and/or accessible through such sites, (f) other intangible property, including the aesthetic design, format, and layout of the reports and any non-public data provided therein, (g) copies and tangible embodiments of and any documentation (e.g., user manuals) relating to any of the foregoing (in whatever form or medium), and (h) licenses granting any rights with respect to any of the foregoing (including, without limitation, software licenses) ("Intellectual Property"). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one Party in the Intellectual Property rights of the other Party.

**Section 2.5. Brand Usage.** Each Party agrees that it shall not use the names, including registered and fictitious names, trademarks, branding, logos, etc. of the other Party in its promotional activities without the prior written consent of the other Party. The MUNICIPALITY hereby gives authorization for ODS to utilize its name, logos, and branding on the ODS public-facing website to identify the MUNICIPALITY as a municipal entity which utilizes the ODS services.

**Section 2.6. Injunctive Relief.** Each Party acknowledges that its breach of any of the provisions of this Article 2 would cause irreparable injury to the other which cannot be reasonably or adequately compensated by monetary damages. Accordingly, either Party will be entitled to seek injunctive relief and other equitable remedies in the event of such a breach by the other. The right of each of the Parties to seek injunctive relief shall not limit in any manner their respective rights to seek other and/or additional remedies at law or in equity.

### **ARTICLE III TERM AND TERMINATION**

**Section 3.1. Term.** Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter ("Term"). This Agreement will automatically renew for successive two (2) year terms unless written notice of nonrenewal is received by the other Party at least thirty (30) days prior to the expiration date. Termination of an SOW shall not result in termination of this master Services Agreement unless such SOW is the only one pursuant to which services are being provided.

**Section 3.2. Termination.** This Agreement may be terminated by either Party (i) as provided in Section 3.1, (ii) in the event that the other Party materially breaches this Agreement, so long as the non-breaching Party provides the breaching Party with written notice of the subject breach and a ten (10) business day opportunity to cure the same, or (iii) upon thirty (30) days' prior written notice of termination. Termination for breach does not constitute waiver of any other rights or remedies that the non-breaching Party may have for such breach of this Agreement.

In the event of termination of this Agreement, ODS retains the right to pursue payment of outstanding Fees and any other amounts to which it may be entitled pursuant to this Agreement.

#### **ARTICLE IV LIABILITY AND INDEMNIFICATION**

**Section 4.1. Services Warranty.** ODS hereby agrees to use commercially reasonable efforts to correct any reproducible and correctable error in the Services, to the extent that the MUNICIPALITY advises ODS of such error in writing during the term of this Agreement.

**Section 4.2. Disclaimer of Warranty and Limitation of Liability.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ODS DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES BASED ON A PARTICULAR USE IN TRADE OR BASED ON A COURSE OF DEALING, AND WARRANTIES WITH RESPECT TO THE QUALITY, ACCURACY, OR FREEDOM FROM ERROR OF THE OPERATION, USE, AND FUNCTION OF THE SERVICES.

ODS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION THEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF ODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ODS SHALL NOT BE RESPONSIBLE FOR, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO OR ARISING FROM (i) ANY INVALID, INACCURATE OR ERRONEOUS INFORMATION FURNISHED BY THE MUNICIPALITY TO ODS OR OTHERWISE PROVIDED IN THE RECORDS OF THE MUNICIPALITY (OR COUNTY, AS APPLICABLE), INCLUDING ANY MIS-INDEXING, MIS-RECORDING, MIS-SPELLING, OR OMISSIONS, OR (ii) ANY LOSS OR CORRUPTION OF SOFTWARE OR DATA, OR THE INTERRUPTION, MALFUNCTION, DELAY OR ERROR OF ANY COMMUNICATION SYSTEM, OPERATION OR COMPUTER SYSTEMS, OR INTERNET OR TELECOMMUNICATION PROVIDER.

**Section 4.3. Maximum Liability.** ODS'S TOTAL LIABILITY AND THE MUNICIPALITY'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATED TO THE PROVISION OF THE SERVICES SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY THE MUNICIPALITY NOT EXCEEDING THE AMOUNT OF THE FEES PAID TO ODS FOR THE SPECIFIC REPORT UNDERLYING SUCH CLAIM.

**Section 4.4. Indemnity.** The MUNICIPALITY shall indemnify, defend and hold ODS and its officers, directors, shareholders, members, employees, or agents harmless from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, judgments, suits, fines, penalties, including reasonable attorneys' fees and costs and/or any investigation or related action (collectively "**Claims**") incurred by, or imposed or asserted against ODS, by a third party that arise from or in connection with matters related to this Agreement or the Services. The MUNICIPALITY shall be permitted to control the defense and settlement of any claim, provided such settlement does not impute any admission of liability or expense on ODS. The MUNICIPALITY agrees to permit (barring any conflict of interest) and cooperate with any counsel ODS engages (at its own cost) to represent it in the participation of the defense and settlement of any claims in which indemnity is sought.

**Section 4.5 Insurance.** ODS shall maintain Errors and Omissions Insurance applicable to the services provided hereunder with a coverage limit of liability of no less than Five Hundred Thousand Dollars (\$500,000).

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**Section 5.1. Independent Relationship.** It is intended that each Party shall at all times be completely independent of the other Party. Nothing contained herein shall constitute a partnership, joint venture, employment, agency, or any other similar relationship by or between the Parties.

**Section 5.2 Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated, the remedies provided herein are in addition to, and not exclusive of, any other remedies at law or in equity.

**Section 5.3. Severability and Joint Drafting.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable. Each of the Parties hereto acknowledge such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter and agree that the provisions of this Agreement shall be construed without prejudice to either Party to this Agreement.

**Section 5.4. Applicable Law.** If any legal action is brought by either Party relating to this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees, costs and expenses, including appellate fees. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, without regard to conflict of law principles, and the Parties hereby consent to the exclusive jurisdiction and venue of the courts of Sarasota County, Florida.

**Section 5.5. Successors and Assigns.** All of the terms and provisions of this Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party is permitted to assign this Agreement and/or the rights and obligations hereunder, unless approved in writing by the other Party; provided, however, that ODS may assign all or any portion of its rights and obligations hereunder to the purchaser of all or substantially all its assets or stock (by merger or otherwise).

**Section 5.6. Notices.** All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by electronic mail, an overnight courier, or first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid, addressed to such Party at the address first set forth above or such other address as may hereafter be designated in writing by such Party. Notice to ODS shall be addressed to the attention of General Counsel with copy to legal@proplogix.com.

All such notices, requests, consent, and other communications shall be deemed to have been given when actually received or delivery refused by the applicable Party.

Operational and regular course of dealings communications with ODS should be directed to David Harrington (david@orangedata.com) and Stewart Holley (stewart@orangedata.com).

**Section 5.7. Force Majeure.** ODS shall be excused from performance and shall not be held liable in any way for any delay, failure in performance, loss, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Services.

**Section 5.8. Entire Agreement; Counterparts; Amendment.** This Agreement contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party. This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be amended at any time only by the signed, written agreement of the Parties. Electronic execution of this Agreement shall be deemed effective and legally binding.

**Section 5.9. No Third-Party Beneficiaries.** It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the Parties to this Agreement

**Section 5.10. Survival.** The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purpose shall survive in perpetuity any termination or expiration of this Agreement.

**Section 5.11. Authority to Execute.** Each Party has full power and authority to enter into this Agreement. The signatory for each Party, respectively, has the authority to legally bind the Party for which it executes this Agreement. Neither Party is bound by any other agreement, whether written or oral, which would preclude it from entering into this Agreement and/or undertaking the responsibilities and obligations contained herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date set forth above.

**PROPLOGIX, LLC D/B/A  
ORANGE DATA SYSTEMS**

By: \_\_\_\_\_  
Alexander Eckelberry, as its CEO

Date: \_\_\_\_\_

**SOUTH BAY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Print Name:  
Title:

STATEMENT OF WORK I  
LIEN SERVICES

1. Services Description. ODS shall generate a report in response to requests from third parties made to the MUNICIPALITY for information pertaining to fees and debts owed to the MUNICIPALITY in connection with real property records pertaining to code enforcement, building permits, and their related lien status (if any). The MUNICIPALITY shall automatically provide such information and records to ODS electronically on a mutually agreed basis.

2. Fees; Invoicing. ODS shall collect payment in the total amount of Seventy-five Dollars and no cents (\$75.00) from the third-party requestor for each Report completed (the "LS Fees"). Payment of the LS Fees shall be required upon order submission, except for requestors that maintain an established credit account with ODS. For each report, ODS shall retain Twenty-five Dollars and no cents (\$25.00) of the LS Fees as compensation for the Services, and shall remit the balance of Fifty Dollars and no cents (\$50.00) to the MUNICIPALITY on a monthly basis for those LS Fees collected in the prior month. For clarity, it is understood and agreed that the MUNICIPALITY shall not be responsible for payment of the Fees.

Any invoice for LS Fees not paid by the third-party requestor within thirty (30) days shall be deemed past due and shall incur interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by applicable law. Such interest and any reimbursement of fees related to its collection efforts shall be retained by ODS as a reasonable estimate of its damages. ODS shall extend the foregoing Fees and payment terms provided in this Statement of Work to any city or similar municipal entity whose boundaries are entirely within the jurisdiction of the MUNICIPALITY. Any such city or similar municipal entity shall be required to execute a separate agreement with ODS.

STATEMENT OF WORK ACKNOWLEDGEMENT (Initial):

ODS: \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_

STATEMENT OF WORK II  
PUBLIC RECORDS REQUEST PORTAL

1. Services Description. ODS shall provide an online platform (the “PRR Portal”) through which, following registration, users may submit requests and process payment for public records of the Municipality (each, a “PRR”). If the PRR is such that it would be fulfilled through ODS on behalf of the Municipality pursuant to the Agreement, then such request shall be automatically sent to, processed, and returned by ODS through the PRR Portal. All other requests shall be routed to the appropriate municipal department (based on the requestor’s submission) for the Municipality to fulfill through the PRR Portal.

2. Platform Terms. The PRR Platform is intended to be a portal that streamlines communications and document transmission that the Municipality would otherwise send and receive. Except as may be otherwise expressly stated in the Agreement or other Statements of Work, ODS is not responsible for the content, substance, legitimacy, completeness, or accuracy of the communications, request submissions, or responses, or for ensuring that requests to be fulfilled by the Municipality are routed to or completed by the correct department(s). The PRR Platform is provided on an “as-is” and “as-available” basis. Notwithstanding the foregoing, ODS shall use its best efforts to maintain a 99% uptime and to notify the Municipality of any pre-scheduled maintenance or downtime periods. In the event that the Municipality requests or suggests any modification, adaption, change, alteration, enhancement or improvement to the PRR Portal (each, a “Change”), ODS shall have no obligation to make such Change. However, if ODS elects to make a Change, the same shall be and remain the sole property of ODS and subject to the terms of this Agreement. ODS may establish terms, limitations, or guidelines, and may amend the same from time-to-time, with respect to requestors’ use of the PRR Platform.

3. Fees; Invoicing. Each request for a record shall be considered one order, and one public records request submission that requests multiple records shall be considered multiple orders. ODS shall provide a credit card payment platform through a third-party commercial credit card processing provider to allow requestors to remit payment. At the time of fulfillment of each order, the Municipality shall utilize the PRR Portal to notify the requestor of the amount due for each order, which shall itemize (i) the amount due to the Municipality (if any), (ii) the Five Dollars (\$5.00) per order ODS charge, and (iii) any applicable credit card fees. Upon confirmation and payment, ODS shall receive all fees and shall distribute the Municipality’s fees to the Municipality on a monthly basis with a statement of orders completed in the prior month.

STATEMENT OF WORK ACKNOWLEDGEMENT (Initial):

ODS: \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_

**RESOLUTION 51-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING TO ENTER INTO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR DEBRIS MANAGEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Solid Waste Authority of Palm Beach County (“Authority”) prepared a Memorandum of Understanding (“MOU”) to establish a path for municipalities who wish to partner with the Authority to satisfy the requirements created by the passage of Senate Bill (“SB”) 180 Emergencies effective July 1, 2025; and

**WHEREAS**, in the event of a storm or similar natural disaster, the Authority and the municipality agree to work cooperatively for the purposes of debris management and for the use of debris management sites operated by the Authority; and

**WHEREAS**, the City of South Bay (“City”) would like to partner with the Authority to help with debris management in the City if an event of a storm or similar natural disaster occurs; and

**WHEREAS**, the term of the MOU becomes effective on the date it is signed by both (all) parties and it remains in force unless explicitly terminated, in writing, by either party or mutually by the parties upon thirty (30) calendar days’ notice; and

**WHEREAS**, the City Commission of the City of South Bay finds that entering into this MOU with the Authority will be beneficial to the City and its residents.

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

**Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

**Section 2.** Approval of MOU Debris Management. The City Commission of the City of South Bay hereby approves to enter into the Memorandum of Understanding (MOU) with Solid Waste Authority of Palm Beach County for debris management.

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

**PASSED** and **ADOPTED** this 16th day of September 2025.

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

TO: County Emergency Management Directors

FROM: Kevin Guthrie, Executive Director, Florida Division of Emergency Management

SUBJECT: Senate Bill (SB) 180 Implementation Requirements

DATE: July 7, 2025

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The Legislature passed SB 180 Emergencies on May 2, 2025, and Governor DeSantis signed it into law on June 26. The Florida Division of Emergency Management (FDEM) has identified numerous requirements which will now be the responsibility of local governments at both the county and municipal levels to implement immediately. Please see these requirements noted below for preparation and awareness purposes.

### 1. Impact Fees

With limited exceptions, a local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure.

### 2. Comprehensive Emergency Management Plans

FDEM will provide political subdivisions with a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements. We will develop and distribute this template which will include the requirements outlined in SB 180, such as the requirement that emergency comprehensive management plans must include an update to public health emergency capabilities, as determined in collaboration with the Department of Health.

### 3. Training Hours

FDEM will specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to section 252.38(1)(b), Florida Statutes. FDEM will provide training to meet these requirements or approve training to be given by a not-for-profit corporation.

### 4. Special Needs Shelters

The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, must be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons must be allowed to use the special needs shelter with the person with special needs.

## **5. Emergency Contacts**

By May 1st of each year, each political subdivision must notify FDEM of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so designated thereafter. For a county, the emergency contact must be the county emergency management director.

## **6. Website Requirements**

Each county and municipality must post on its publicly accessible website various recovery-related information, and a post-storm permitting plan for special building permit and inspection procedures after a hurricane or tropical storms. Counties and municipalities must also have an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters.

## **7. Building Permit or Inspection Fees**

For 180 days after a state of emergency is declared pursuant to section 252.36, Florida Statutes for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

## **8. Office Requirements**

Counties and municipalities that have experienced a direct impact from a natural emergency must open a permitting office at which residents can access government services for at least 40 hours per week.

## **9. Contract Requirements**

Effective January 1, 2026, each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

## **10. Debris Management Sites**

Each county and municipality must apply for authorization of at least one debris management site as and must annually seek preauthorization for any previously approved debris management sites. Municipalities are authorized to apply jointly with a county or adjacent municipalities for authorization of a debris management site if the parties have a memorandum of understanding (MOU) outlining the capacity and location of the site relative to each party, and such MOU is approved annually as part of the preauthorization process.

## **11. Ordinance Changes Regarding Substantial Improvements or Repairs**

A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

## **12. Moratoriums**

Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome

amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by section 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This applies retroactively to August 1, 2024.

### **13. Tenant Rights**

Rental tenants must be given an opportunity to collect their belongings or be given notice of a date by which they will be able to do so when rented premises are damaged or destroyed.

### **14. Hoisting Equipment**

Requires hoisting equipment such as cranes to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin. The Florida Building Commission is to establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report to the Legislature by December 31, 2026.

We are available to assist with implementation where practical. The costs to implement these new requirements at each county or municipal level will be borne by your governments and must be appropriately funded during budget development, which is ongoing for many of you.

We have attached the enrolled text of SB 180 and the staff analysis produced by the Legislature to this letter to ensure you have the exact requirements of the bill. **Please ensure your counsel receives a copy of the bill to ensure you are adequately prepared to implement it.**

Attachment: SB 180

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the **[number]** day of **[month]** in **[year]** (herein referred to as the "Effective Date") by and between:

The Solid Waste Authority of Palm Beach County (Authority)

Name of Municipality \_\_\_\_\_

Parties may be referenced individually as "Party" and collectively as "Parties."

## **PURPOSE and INTENT**

The purpose of this MOU is to establish a path for municipalities who wish to partner with the Authority to satisfy the requirements created by the passage of SB 180 Emergencies effective July 1, 2025. Specifically, by entering into this MOU it is the intent of the Parties to apply jointly for the authorization and use of a debris management site.

## **ROLES AND RESPONSIBILITIES**

In the event of a storm or similar natural disaster the Parties agree to work cooperatively for the purposes of debris management and for the use of debris management sites operated by the Authority. These sites are specifically identified and shown on Exhibit 1, which is attached hereto and incorporated herein. The terms and conditions of the use of such sites, upon authorization, are outlined in the Interlocal Agreement previously executed by the Parties for this purpose and dated (insert date).

## **TERM AND TERMINATION**

This MOU becomes effective on the date it is signed by both [all] Parties. It remains in force unless explicitly terminated, in writing, by either Party or mutually by the Parties upon 30 calendar days' notice.

The undersigned Parties acknowledge and agree to this MOU for the purposes set forth herein.

## **SIGNATURES**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY**

By: \_\_\_\_\_  
Daniel Pellowitz, Executive Director

**APPROVE AS TO LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Michael W. Jones Esq.  
General Counsel

**APPROVE AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**MUNICIPALITY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title and Date

## **Debris Zones & Disaster Debris Management Sites - 2025**

- 1. Dyer Park**  
Approx. 20-acres | Approx. 600,000 cy  
7301 Haverhill Road  
West Palm Beach, Florida 33412
- 2. SWA Landfill (Landfill Entrance)**  
Approx. 4-acres | Approx. 120,000 cy  
6610 N. Jog Road  
West Palm Beach, Florida 33412
- 3. Biosolids Processing Facility**  
Approx. 3-acres | Approx. 90,000 cy  
6600 45<sup>th</sup> Street  
West Palm Beach, Florida 33412
- 4. Cross State Landfill**  
Approx. 7-acres | Approx. 210,000 cy  
551 Benoist Farms Road  
West Palm Beach, Florida 33402
- 5. Okeeheelee Park S.**  
Approx. 2-acres | Approx. 60,000 cy  
7500 Forest Hill Boulevard  
West Palm Beach, Florida 33413
- 6. SWA Central County Transfer Station**  
Approx. 5-acres | Approx. 150,000 cy  
1810 Lantana Road  
Lantana, Florida 33462
- 7. Southwest County Transfer Station**  
Approx. 23-acres | Approx. 60,000 cy  
13400 S. State Road 7  
West Delray Beach, Florida 33446
- 8. West Delray Regional Park (Atlantic & 441)**  
Approx. 4.5-acres | Approx. 135,000 cy  
10875 Atlantic Avenue  
Delray Beach, Florida 33446
- 9. South County Regional Park (Between Yamato Rd. & Glades Rd.)**  
Approx. 5-acres | Approx. 150,000 cy  
12551 Glades Road  
Boca Raton, Florida 33498
- 10. Belle Glade Transfer Station**  
Approx. 2-acres | Approx. 60,000 cy  
West End of West Canal Street S.  
Belle Glade, Florida 33430

# Debris Zones & Disaster Debris Management Sites

## 2025



### Pre-Authorized Public Temporary Debris Management Sites

**RESOLUTION 52-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND TO THOMAS STINSON, SR, AND TM WILD WEST WINGS, LLC AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" AND IN THE AMOUNT OF \$15,000.00; AUTHORIZING THE CONDITIONS FOR SALE; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY CLERK TO RECORD ALL NECESSARY DOCUMENTS FOR THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE**

**WHEREAS**, the City of South Bay ("City") previously solicited public bids on the City's website for the disposal of city-owned property located at 480 US HWY 27 (also known as the North Brownfield site); and

**WHEREAS**, Thomas Stinson, Sr., has offered to purchase the property described in Exhibit "A" hereto for the amount of Fifteen Thousand Dollars (\$15,000.00), to be used for the purposes of development within the City; and

**WHEREAS**, the City finds that the sale of the property, specifically set forth in the legal description of Exhibit "A" is in the best interest 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 correct and are incorporated herein by reference.

**Section 2.** Authorization of Sale. The City Commission of the City of South Bay hereby authorizes the sale of the vacant property located at 480 US HWY 27 North, as more specifically described in Exhibit "A" hereto, for the amount of Fifteen Thousand Dollars (\$15,000.00) between Thomas Stinson, Sr and the City of South Bay.

**Section 3.** Authorization of Mayor and City Manager. The Mayor and City Manager are authorized to execute any required documents in order to implement the intent of this resolution, subject to the approval as to form and legality by the City Attorney.

**Section 4.** Recording. The City Clerk is directed to record the appropriate acquisition

documents and provide a copy of this Resolution to Palm Beach County.

**Section 5.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this 16<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Joe Kyles, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Vicenta Washington, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

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

# EXHIBIT "A"

## DESCRIPTION OF LAND

### LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTH-EASTERLY RIGHT OF WAY LINE OF STATE ROAD #25 AND THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF GOVERNMENT LOT 3, IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, THENCE NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE OF STATE ROAD #25 A DISTANCE OF 300' TO A POINT OF SAID RIGHT OF WAY OF STATE ROAD #25, THENCE EAST AT RIGHT ANGLES TO THE EAST BOUNDARY LINE OF THE SAID WEST ONE-HALF OF THE WEST ONE-HALF OF GOVERNMENT LOT 3 TO THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID GOVERNMENT LOT 3, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID GOVERNMENT LOT 3, IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, TO THE POINT OF BEGINNING. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17072, PAGE 1605, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

**RESOLUTION NO. 12-2015**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND TO THOMAS STINSON, SR AND TM WILD WEST WINGS, LLC, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO IN THE AMOUNT OF \$15,000.00; AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE CONDITIONS FOR SALE; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY CLERK TO RECORD ALL DOCUMENTS NECESSARY FOR THE SALE OF THE PROPERTY; AND PROVIDING FOR AN EFFECTIVE**

**WHEREAS**, the City of South Bay ("City") previously solicited public bids for the disposal of city-owned property located at 480 US Hwy 27 (also known as the North Brownfield site); and

**WHEREAS**, at the September 2, 2014 City of South Bay regular commission meeting, of the commission voted to allow the City Manager to dispense of said property consistent with the legal requirements and documentation proscribed by the U.S. Environmental Protection Agency for contamination funding and related clean-up; and

**WHEREAS**, Mr. Thomas Stinson, Sr. has offered to purchase the property described in Exhibit "A" hereto for the amount of Fifteen Thousand Dollars (\$15,000.00), to be used for the purposes of development and job creation within the City; and

**WHEREAS**, Palm Beach County desires to coordinate with the City for purposes of facilitating the clean-up of the contaminated Brownfield site located at located at 480 US Hwy 27; and

**WHEREAS**, Thomas Stinson, Sr. and TM Wild West Wings, LLC have been deemed a valid end users by the City in order to apply for funding related to contamination clean-up from Palm Beach County; and

**WHEREAS**, the City finds that the sale of the property specifically set forth in the legal description of Exhibit "A" is in the best interest 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 correct and are incorporated herein by reference.

**Section 2.** Authorization of Sale. The City Commission of the City of South Bay hereby authorizes the sale of the property located at 480 US Hwy 27 (also known as the North Brownfield site), as more specifically described in Exhibit "A" hereto, for the amount of Fifteen Thousand Dollars (\$15,000.00).

**Section 3.** Execution by City Manager and Mayor. The conditions for the conveyance of the subject property (specified in Exhibit "A") shall be reduced to a valid Buy/Sell Agreement with any and all necessary terms and conditions required by Palm Beach County and the U.S. Environmental Protection Agency contained therein. The City Manager and Mayor are authorized to execute any required documents in order to implement the intent of this resolution, subject to the approval as to form and legality by the City Attorney.

**Section 5.** Recording. The City Clerk is directed to record the appropriate acquisition documents and provide a copy of this Resolution to Palm Beach County.

**Section 6.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

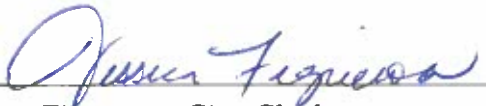
**PASSED and ADOPTED** this 7th day of April 2015.

  
\_\_\_\_\_  
Joe Kyles, Mayor


Moved by: Vice Mayor Wilson

Seconded by: Commissioner Berry

Attested

By:   
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Bernadette Norris-Week, Esquire  
City Attorney

VOTE:

Commissioner Berry	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Commissioner McKelvin	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Commissioner Scott	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Vice-Mayor Wilson	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Mayor Kyles	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)

# EXHIBIT "A"

## DESCRIPTION OF LAND

**11-14-36, S 272.99 FT OF W ¼ OF LT 3 ST SURV N & E OF SR 25.  
THE ABOVE BEING REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE  
NUMBER 16781 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17072,  
PAGE 1605, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**



Google earth





Name of Bidder: Thomas L. Stinson

Phone Number: 863-612-6310

Fax Number: 561-993-2400

Submitted: 6/11, 2014

STATE PRICE IN WORDS AND FIGURES

Fifteen Thousand

TOTAL BASE BID: Fifteen Thousand ~~00~~ DOLLARS  
(\$ 15,000 )

BIDDER: Thomas Stinson

DATE: 6/11/14

Name of Contractor Service Representative:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: t.stin@hotmail.com

Company Name: \_\_\_\_\_

Street Address: 200 SW 6<sup>th</sup> Ave

City, State, and Zip Code: South Bay, FL 33493

Telephone No: 561-996-9682 Fax No: 561-993-2400

Federal I. D. #: \_\_\_\_\_

**AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND  
IN "AS IS" CONDITION**

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between THOMAS STINSON, SR., whose address is 200 SW 6<sup>th</sup> Avenue, South Bay, Florida 33493 ("Purchaser") and CITY OF SOUTH BAY, a political subdivision of the State of Florida, hereinafter referred to as "Seller", whose Post Office Address is 335 SW 2<sup>nd</sup> Avenue, South Bay, FL 33493.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Purchaser and Seller agree as follows:

1. REALTY. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller that certain real property, located in Palm Beach County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to said real property owned by Seller, if any (collectively, the "Real Property"). The Real Property sale is subject to the possibility of reverter to the Seller as provided below and is sold in "as is" condition.

2. "AS IS" SALE. **PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE. SELLER, ITS COUNSEL OR ANYONE ACTING BY OR ON BEHALF OF SELLER HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY OTHER TRANSACTIONAL DOCUMENTS, (INCLUDING THE ACCURACY, COMPLETENESS AND CONTENT THEREOF; PURCHASER WILL, PRIOR TO CLOSING, CONFIRM INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES; AND BY PROCEEDING TO CLOSING PURCHASER ACCEPTS THE RISK OF ANY AND ALL KNOWN AND/OR POTENTIAL ENVIRONMENTAL LIABILITIES ASSOCIATED WITH THE PREMISES.**

3. PURCHASE PRICE AND PAYMENT.

3.1. PURCHASE PRICE. Purchaser agrees to pay a purchase price for the Real Property of Fifteen Thousand Dollars and 00/100 Dollars (\$15,000.00) (the "Purchase Price").

3.2. ADJUSTMENTS TO PURCHASE PRICE. The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Purchaser and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be automatically terminated. If Seller shall be unable to convey title to the Real Property according

to the provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

3.3 INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Warranty Deed, subject to the possibility of reverter as set forth herein and in the Warranty Deed.

3.4 AD VALOREM TAXES. Purchaser, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes.

4. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Purchaser and shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including any environmental testing provided the Purchaser shall indemnify and hold Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes. Purchaser's indemnification and insurance obligations set forth herein shall survive the closing or early termination hereof. Purchaser may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld.

5. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

6. PRORATIONS. Expenses for electricity, water, sewer, waste collection, if any, shall be prorated to the day prior to closing.

7. TIME OF THE ESSENCE. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Purchaser.

8. BROKERS. Purchaser shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Purchaser.

9. EXPENSES. Purchaser shall be responsible for recording fees on the Warranty Deed. Purchaser shall be responsible for the payment of Florida Documentary Stamp Taxes and Palm Beach County Surtax on the Warranty Deed.

10. POSSESSION. Seller shall deliver possession of the Real Property to the Purchaser at

closing.

11. SELLER'S DISCLAIMER/PURCHASER'S RELEASE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY (WHICH PURCHASER MAY HAVE ACCESS AS HEREIN SET FORTH) AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, PURCHASER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH

HEREAFTER MAY BE SUSTAINED BY PURCHASER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE PURCHASER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

## 12. DEFAULT.

12.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Purchaser may, at Purchaser's election and as Purchaser's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

12.2 BREACH BY PURCHASER. In the event of a breach of Purchaser's covenants or warranties herein and the failure of Purchaser to cure such breach within the time provided for closing, Seller may seek specific performance or money damages. The Seller's measure of damages shall be the difference between the purchase price and the fair market value of the property at the time of Purchaser's breach.

13. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

14. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

15. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Palm Beach County.

16. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will

not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

17. RECORDING. This Agreement or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the City of South Bay, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Palm Beach County, Florida.

18. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Purchaser or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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 your County Public Health Unit.

20. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, email or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Seller:                   Leondrae Camel, City Manager  
City of South Bay  
Office of the City Manager  
335 SW 2<sup>nd</sup> Avenue  
South Bay, FL 33493  
E-Mail: [camell@southbaycity.com](mailto:camell@southbaycity.com)

With a copy to:               Burnadette Norris Weeks, Esq.  
Burnadette Norris-Weeks P.A.  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311  
Fax: 954-768-9770  
E-Mail: [bnorris@apnwplaw.com](mailto:bnorris@apnwplaw.com)

As to Purchaser:              Thomas Stinson Sr.  
200 SW 6<sup>th</sup> Avenue  
South Bay, Florida 33493

Any such notice or demand so secured shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission or email transmission.

21. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

22. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Palm Beach County, Florida and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

23. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

24. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

26. EFFECTIVENESS. The Effective Date of this Agreement shall be the date when the last party (Purchaser or Seller) executes this Agreement.

27. COUNTERPARTS, FURTHER INSTRUMENTS. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Purchaser shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Purchaser and Seller have duly executed this Agreement as of the day and year above written.

**SELLER:**

ATTEST:

CITY OF SOUTH BAY

By: \_\_\_\_\_  
Vicenta Washington  
City Clerk

By: \_\_\_\_\_  
Leondrae D. Camel  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Burnadette Norris Weeks, P.A.  
City Attorney

**PURCHASER:**

Thomas Stinson Sr.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTH-EASTERLY RIGHT OF WAY LINE OF STATE ROAD #25 AND THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF GOVERNMENT LOT 3, IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, THENCE NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE OF STATE ROAD #25 A DISTANCE OF 300' TO A POINT OF SAID RIGHT OF WAY OF STATE ROAD #25, THENCE EAST AT RIGHT ANGLES TO THE EAST BOUNDARY LINE OF THE SAID WEST ONE-HALF OF THE WEST ONE-HALF OF GOVERNMENT LOT 3 TO THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID GOVERNMENT LOT 3, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID GOVERNMENT LOT 3, IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, TO THE POINT OF BEGINNING. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17072, PAGE 1605, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**



**City of South Bay**

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

[www.southbaycity.com](http://www.southbaycity.com)

**Commission**

Joe Kyles Sr.  
 Mayor

Taranza McKelvin  
 Vice Mayor

Albert Poik

Barbara King

Leondrae Camel  
 City Manager

City Clerk  
 Vincent Washington

Bernadette 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: September 11, 2025  
 Ref: Weekly check register

Enclosed, please find the summary of check register as of September 11, 2025  
 :

General Fund

• Utility:		
	Comcast	\$ 865.49
	PBC Water utility	2,995.29
	FPL	7,605.08
• Barry Slater, Inc		9,000.00
• FL Blue		10,029.91
• CAP Government		3,770.00
• Purchased of supplies, materials and parts		2,454.24
• Payment for various services		2,976.41
• Payroll deduction		3,513.19
• Other		<u>3,314.21</u>
	<b>Total</b>	<b>\$ <u>46,523.82</u></b>

Capital Project Fund

CAP Government & Engineering	\$ <u>1,335.00</u>
	<u>1,335.00</u>

Sanitation Fund

Waste Management	\$ 28,749.65
PGA Partners, Inc	<u>750.00</u>
	<b>\$ <u>29,499.65</u></b>

The expense classifications are reported in general ledger

# AP Check Register Report

## City Of South Bay (CSBFND)

9/5/2025 2:25:20 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17164	1162	WESTERN COMMUNITIES COUNCIL INC	09/05/2025	100.00	
17165	1418	BARRY SLATER INC	09/05/2025	9,000.00	
17166	1441	NORMA CHAVOLLA	09/05/2025	125.00	
17167	1442	SONJA WILLIAMS	09/05/2025	150.00	
17168	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	09/05/2025	1,674.82	
17169	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	09/05/2025	1,194.52	
17170	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	09/05/2025	106.00	
17171	CAP GOVERNMENT	CAP GOVERNMENT	09/05/2025	3,770.00	
17172	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	09/05/2025	282.26	
17173	FEDERAL EXPRESS	FEDERAL EXPRESS	09/05/2025	14.75	
17174	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	09/05/2025	1,240.37	
17175	FPL	FPL	09/05/2025	7,605.08	
17176	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	09/05/2025	1,666.66	
17177	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	09/05/2025	585.00	
17178	TELLY WEBB	TELLY WEBB	09/05/2025	125.00	
17179	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	09/05/2025	223.00	
				<b>Non-Electronic Transactions:</b>	27,862.46
				<b>Total Transactions:</b>	27,862.46

# AP Check Register Report

City Of South Bay (CSBFND)

8/28/2025 12:58:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17163	WALMART (CAPITAL ONE	CAPITAL ONE	08/28/2025	166.16	
				<b>Non-Electronic Transactions:</b>	166.16
				<b>Total Transactions:</b>	166.16

# AP Check Register Report

## City Of South Bay (CSBFND)

8/28/2025 9:23:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17151	1143	PPLSI	08/28/2025	34.90	
17152	1330	ASSURITY LIFE INSURANCE COMPANY	08/28/2025	744.97	
17153	1394	FLORIDA BLUE	08/28/2025	10,029.91	
17154	AFLAC	AFLAC	08/28/2025	1,521.62	
17155	COLONIAL LIFE PROCES	COLONIAL LIFE	08/28/2025	259.81	
17156	LIBERTY NATIONAL	LIBERTY NATIONAL	08/28/2025	284.94	
17157	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/28/2025	354.32	
17158	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/28/2025	2,995.29	
17159	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	08/28/2025	585.00	
17160	SERENA BROCKMAN	SERENA BROCKMAN	08/28/2025	150.00	
17161	SOLSTICE BENEFITS IN	SOLSTICE	08/28/2025	598.45	
17162	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	08/28/2025	68.50	
				<b>Non-Electronic Transactions:</b>	17,627.71
				<b>Total Transactions:</b>	17,627.71

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

9/10/2025 12:43:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-1081-925	COMCAST	COMCAST	09/10/2025	312.88	-21533849713
ACH-9978-925	COMCAST	COMCAST	09/10/2025	552.61	-21533857703
<b>Totals:</b>			<b>Electronic Transactions:</b>		865.49
			<b>Total Transactions:</b>		865.49

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

9/8/2025 8:43:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
336	CAP GOVERNMENT	CAP GOVERNMENT	09/08/2025	1,335.00	
				<b>Non-Electronic Transactions:</b>	1,335.00
				<b>Total Transactions:</b>	1,335.00

# AP Check Register Report

City Of South Bay (CSBFND)

9/5/2025 3:11:12 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
384	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/05/2025	28,749.65	
				<b>Non-Electronic Transactions:</b>	28,749.65
				<b>Total Transactions:</b>	28,749.65

# AP Check Register Report

City Of South Bay (CSBFND)

9/5/2025 3:39:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
385	1439	JGA PARTNERS INC	09/05/2025	750.00	
				<b>Non-Electronic Transactions:</b>	750.00
				<b>Total Transactions:</b>	750.00