



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, OCTOBER 21, 2025

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Taranza McKelvin

Commissioner:

Albert L. Polk

Commissioner:

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, OCTOBER 21, 2025
6:30 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Educational Scholarship Policy and Application
 - b. Minor Home Repair Program
4. **ADJOURNMENT**

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, OCTOBER 21, 2025
7:00 PM

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

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

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

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

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

- a. **Commission Meeting Minutes – October 7, 2025**
 - 5.a. Meeting Minutes
- b. **Approval of City Commission Meeting Agenda – October 21, 2025**
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

- a. **RESOLUTION NO. 58-2025**
 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN GRID- ONE ELECTRICAL CONSTRUCTION, INC. AND THE CITY OF SOUTH BAY FOR STREET LIGHT POLE REPAIRS ALONG US HWY 27 IN THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.a. Grid One Agreement

- b. **RESOLUTION NO. 59-2025**
 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR REGULARLY SCHEDULED CITY COMMISSION MEETINGS AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

- c. **RESOLUTION NO. 60-2025**
 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT FOR LOBBYING SERVICES BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.c. Lobbyist Services Agreement

7. **ORDINANCE**

- a. **ORDINANCE NO. 05-2025**
 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR THE CITY’S CONSENT TO

THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF SOUTH BAY'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

7.a. Second Reading

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, OCTOBER 7, 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
 Olivia Mejia, Interim City Clerk
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Development Director
 Edgar Kerr, Public Works 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. Agenda Items
4. **ADJOURNMENT- 6:54pm**
 Moved by: Vice-Mayor McKelvin
 Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
 CITY HALL CHAMBER
 TUESDAY, OCTOBER 7, 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. 2nd Avenue, South Bay, Florida on October 7, 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
 Olivia Mejia, Interim City Clerk
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Development Director
 Edgar Kerr, Public Works 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 – September 16, 2025, September 17, 2025

Approve Consent Agenda
Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Polk

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – October 7, 2025

Approve Consent Agenda
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

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

a. RESOLUTION 55-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 4 TO AGREEMENT LP50102 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF SOUTH BAY; 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	YES

b. RESOLUTION 56-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES BETWEEN THE CITY OF SOUTH BAY AND WGI, INC.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

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

c. RESOLUTION 57-2025

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 FSICAL YEAR 2025-2026; 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	YES

7. ORDINANCE

a. ORDINANCE 05-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA;PROVIDING FOR THE CITY’S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF SOUTH BAY’S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY’S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE

**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

8. ROSENWALD ELEMENTARY SCHOOL

9.FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

**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

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 7:53 pm

Moved by: Vice-Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 58-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN GRID- ONE ELECTRICAL CONSTRUCTION, INC. AND THE CITY OF SOUTH BAY FOR STREET LIGHT POLE REPAIRS ALONG US HWY 27 IN THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay (“City”) has determined that City owned street light poles along US Hwy 27 are in need of immediate repair; and

WHEREAS, on September 10, 2025, Grid-One Electrical Construction, Inc. submitted a quote in the amount of Ten Thousand Five Hundred Forty Dollars (\$10,540.00) to repair fourteen (14) City owned street light poles along US Hwy 27; and

WHEREAS, an emergency purchase may be made at any time pursuant to Chapter 2, Article VI, Section 2-261 entitled “Emergency Purchases” which states “at any time in any budget year, the city commission may approve emergency purchases without public notice, to meet a pressing need for the protection of the public health, safety or welfare”; and

WHEREAS, the City Commission of the City of South Bay finds that the execution of an emergency purchase agreement for the repair of fourteen (14) City owned street light poles along US Hwy 27 between Grid-One Electrical Construction, Inc. 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 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 Agreement between Grid-One Electrical Construction, Inc. and the City of South Bay, attached hereto as Exhibit "A", for the provision of street light pole repair along US Hwy 27, on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 21st day of October 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

THIS IS AN AGREEMENT, dated the __ day of _____, 2025, between:

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

and

Grid-One Electrical Construction, Inc.

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

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

- 1.1 CITY is in immediate need of an independent contractor to repair City owned street light poles along US Hwy 27.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary

to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

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

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

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

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Ten-Thousand Five Hundred Forty Dollars (\$10,540.00).

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

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

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

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

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

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

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The

CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

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

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
PERFORMANCE BOND

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

ARTICLE 10

CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

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

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

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully

incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

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

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

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

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

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

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

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT: (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com

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

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

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

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

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.
 401 North Avenue of the Arts (NW 7th Avenue)
 Fort Lauderdale, Florida 33311

CONTRACTOR: Connie M. Deaton, President

Grid-One Electrical Construction, Inc.
390 US Highway 27 North
South Bay, FL 33493

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH BAY

ATTEST:

Vicky Washington, City Clerk

BY: _____
Leondrae D. Camel, City Manager

Joe Kyles, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney (Optional)

CONTRACTOR

WITNESSES:

BY: _____
Connie M. Deaton, President
Grid-One Electrical Construction, Inc.

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

RESOLUTION NO. 59-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR REGULARLY SCHEDULED CITY COMMISSION MEETINGS AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 286.011, Florida Statutes, also known as the “Florida Public Meeting Law” requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, the City Commission desires to cancel the regularly scheduled City Commission meetings falling on or in close proximity to national holidays, election dates and travel as a City Commission to Tallahassee; and

WHEREAS, the City Manager requests approval of a Regular City Commission Meeting schedule for calendar year 2026, attached as Exhibit “A”, as well as the cancellation of regular meetings that would have been held on the following dates: January 20, 2026; March 3, 2026; June 16, 2026, July 7, 2026, September 8, 2026, November 17, 2026, and December 15, 2026; and

WHEREAS, the City Manager requests approval of holidays to be observed by the City of South Bay for calendar year 2026 (“Observed Holidays”), as set forth in Exhibit “B” attached hereto; and

WHEREAS, the City Commission for the City of South Bay finds that adoption of a 2026 Regular City Commission Meeting schedule is in the best interests of the residents of the City.

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

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

Section 2. Adoption of City Commission Meeting Schedule for Calendar Year 2026. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit "A", attached hereto, along with cancellation dates for regular meetings January 20, 2026; March 3, 2026; June 16, 2026, July 07, 2026, September 8, 2026, November 17, 2026 and December 15, 2026.

Section 3. Adoption of Observed Holidays for calendar year 2026. The City Commission of the City of South Bay hereby approves and adopts the holidays to be observed by the City of South Bay for calendar 2026, as set forth in Exhibit "B", attached hereto.

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

PASSED and ADOPTED this 21st day of October 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

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

EXHIBIT "A"



CITY OF SOUTH BAY

2026 Holiday Calendar

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

EVENTS
JANUARY 01-NEW YEAR'S DAY
JANUARY 06 -COMMISSION MEETING
JANUARY 19 -MARTIN LUTHER KING, JR. DAY
JANUARY 22- COMMISSION MEETING CANCELLED
FEBRUARY 03-COMMISSION MEETING
FEBRUARY 16-PRESIDENT'S DAY
FEBRUARY 17- COMMISSION MEETING
MARCH 03- COMMISSION MEETING
MARCH 17- COMMISSION MEETING CANCELLED
APRIL 07-COMMISSION MEETING
APRIL 21-COMMISSION MEETING
MAY 05-COMMISSION MEETING
MAY 19-COMMISSION MEETING
MAY 25-MEMORIAL DAY
JUNE 02-COMMISSION MEETING
JUNE 16-COMMISSION MEETING CANCELLED
JUNE 19-JUNETEENTH
JULY 03-FLOATING HOLIDAY
JULY 07-COMMISSION MEETING CANCELLED
JULY 21- COMMISSION MEETING
AUGUST 04-COMMISSION MEETING
AUGUST 18-COMMISSION MEETING
SEPTEMBER 01-COMMISSION MEETING
SEPTEMBER 07-LABOR DAY
SEPTEMBER 15-COMMISSION MEETING
OCTOBER 06- COMMISSION MEETING
OCTOBER 12-COLUMBUS DAY
OCTOBER 20-COMMISSION MEETING
NOVEMBER 03- COMMISSION MEETING
NOVEMBER 11-VETERANS DAY
NOVEMBER 17-COMMISSION MEETING CANCELLED
NOVEMBER 26-THANKSGIVING DAY
NOVEMBER 27-FLOATING HOLIDAY
DECEMBER 01-COMMISSION MEETING
DECEMBER 15-COMMISSION MEETING CANCELLED
DECEMBER 23-FLOATING HOLIDAY
DECEMBER 24-CHRISTMAS EVE
DECEMBER 25-CHRISTMAS DAY

EXHIBIT "B"

TO: Honorable Mayor and Commissioners
THRU: Leondrae D. Camel, City Manager
DATE: September 18, 2025
SUBJECT: Consent Agenda Item: APPROVAL OF YEAR 2026 HOLIDAY SCHEDULE

The following 2026 Holiday Schedule for all City of South Bay employees has been prepared for your review and approval. Approval of the Consent Agenda will approve the Holiday Schedule as proposed.

Holiday Schedule - 2026

New Year's Day	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 19
President's Day	Monday, February 16
Memorial Day	Monday, May 25
Juneteenth	Friday, June 19
Floating Holiday	Friday, July 3
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Floating Holiday	Friday, November 27
Floating Holiday	Thursday, December 24
Christmas Day	Friday, December 25

RESOLUTION NO. 60-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT FOR LOBBYING SERVICES BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") recognizes the importance of monitoring and participating in the state and federal legislative process in order to protect the interests of the City and its residents; and

WHEREAS, the City desires to enter into an emergency agreement with Jordan Connors Group, Inc., a company with knowledge of the issues facing the City of South Bay, for a yearly amount not to exceed Thirty Thousand Dollars (\$30,000.00), with a retainer of Two Thousand Five Hundred Dollars (\$2,500.00) per month; and

WHEREAS, the City Commission deems this service as vitally important to the residents of the City and desires to secure lobbying consulting services, consistent with the Agreement attached hereto as Exhibit "A".

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 Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Emergency Lobbyist Services Agreement between Jordan Connors Group, Inc. and the City of South Bay, 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 21st day of October 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)

CITY OF SOUTH BAY

LOBBYIST SERVICES

THIS LOBBYIST SERVICES AGREEMENT, made as of the ____ day of _____, 2025, by and between the **CITY OF SOUTH BAY**, Palm Beach County, Florida, a municipal corporation with its principal offices located at 335 SW 2nd Ave, South Bay, Florida 33493 (the "CITY"), and **JORDAN CONNORS GROUP, INC.** a Florida profit corporation, (the "CONSULTANT") with its principal offices located at 701 Stanley Drive, Fernandina Beach, FL 32034 .

WITNESSETH:

WHEREAS, CONSULTANT is knowledgeable of the City of South Bay and many of its operations and future plans; and

WHEREAS, the City Commission has determined that it is desirous of entering into an as-needed emergency agreement with CONSULTANT to provide lobbying services for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:**

CONSULTANT's services during the term of this Agreement shall include but not be limited to:

STATE GOVERNMENT

A. Work with the City Commission and City Manager in developing special or general

legislation as directed by the Commission.

- B. Attend the State legislative Session on behalf of the City.
- C. Testify and Lobby on behalf of the City, to the Governor and Cabinet, and all state agencies, on behalf of the CITY.
- D. Appear and testify at State agency hearings, rulemaking proceedings and other administrative and legislative meetings, in order to promote and seek passage of legislation affecting the CITY as directed by the City Commission.
- E. Coordinate appointments/meetings between the Mayor, City Commission, and other City staff, upon request, with appropriate State officials /Legislators.
- F. Report regularly to the City Commission, City Manager, and other applicable staff as designated by the CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY; informing CITY of various meetings/hearings attended on CITY's behalf; providing CITY with any applicable interim studies prepared by the House or Senate, clippings information from the Florida Administrative Weekly which may be pertinent to the CITY; and individually meeting with or contacting the Mayor and City Commission on issues, as required by the City.
- G. The CONSULTANT shall provide the City Commission and the City Manager's Office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager and Mayor when an immediate action may be required to be taken by the CITY or any action is being contemplated by the

Florida Legislature, which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the CITY. Additionally, the CONSULTANT shall enhance the legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and City Manager within forty-eight (48) hours of complete contract execution. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days (30) from the close of session.

- H. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- I. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining State grants. The CONSULTANT is not expected to prepare grant applications.

FEDERAL GOVERNMENT

CITY intends to engage CONSULTANT on to provide legislative consulting services relating to federal matters before the U.S. Congress, federal administrative agencies and the Executive branch. It is expressly understood between the parties that the City intends to issue an RFP and/or otherwise retain a separate Lobbying Firm for federal lobbying purposes. If the City engages a separate federal lobbyist, the parties agree to reevaluate

the terms of this Agreement.

CONSULTANT shall provide the federal lobbying services as set forth below:

- J. CONSULTANT is expected to attend all scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.
- K. CONSULTANT shall review on a continuing basis all existing and proposed Federal policies, programs and legislation; identify those issues that may affect the CITY or its citizens, and regularly inform the CITY as to these matters, both written and orally; and to provide legal and legislative expertise and consulting services.
- L. CONSULTANT shall assist the City Commission and staff in the coordination and development of the CITY's federal legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues as directed by the Commission.
- M. CONSULTANT shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative program are considered, as well as others that may arise that affect the CITY.
- N. CONSULTANT shall work with the City Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's adopted legislative program.

- O. CONSULTANT shall develop strategies to obtain and maximize funding for all areas of City services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government;
- P. CONSULTANT shall coordinate funding, legislation and policy related activities with the United States Congress and Federal agencies; Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
- Q. CONSULTANT shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY'S interests during the United States legislative and regulatory process;
- R. CONSULTANT shall, upon request, coordinate appointments/meetings between the City Commission or other CITY staff, and appropriate federal officials and legislators.

GENERAL

- S. CONSULTANT shall prepare and submit reports that may include but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

- T. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- U. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining Federal grants. The CONSULTANT is not expected to prepare grant applications.

2. **RESPONSIBILITIES OF THE CITY:**

- a. CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager.
- b. CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that especially during the legislative session, it is important to have the appropriate staff available.
- c. CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the lobbying services under this agreement.

3. **CONSULTANT RESPONSIBILITIES:**

CONSULTANT shall perform the scope of services, as set out in Section 1 and throughout this Agreement. This list shall not be deemed all-inclusive and may be changed from time to time as authorized by the City Commission. Consultant shall maintain all licenses, certifications and other requirements to be recognized as a lobbyist by all necessary federal and state entities.

4. **RETAINER**

a. The CITY hereby retains the CONSULTANT, and the CONSULTANT hereby accepts a retainer from the CITY in the amount not to exceed Thirty Thousand (\$30,000) Dollars annually ("RETAINER") to perform the services as set forth in the Scope of Services.

b. The retainer shall be paid in installments of \$2,500 per Month upon presentation of an invoice outlining services rendered during the preceding month, payable in arrears.

c. The retainer shall cover all out-of-pocket expenses incurred by CONSULTANT.

5. **TERM**: The CONSULTANT is retained for services as-needed.

6. **EARLY TERMINATION**: The CITY reserves the right to terminate this Lobbyist undertaking at the CITY's convenience.

7. **OFFICE SPACE**: CONSULTANT agrees to make office space available, to the CITY in Tallahassee during the course of this Agreement, which will be accessible to the CITY and its staff while in Tallahassee, if needed. CONSULTANT shall also provide any staff necessary to assist the CITY and its staff while in the Tallahassee and while the Washington, D.C. area.

8. **COMPLIANCE WITH RULES AND REGULATIONS**: CONSULTANT agrees to abide by any and all CITY ordinances and resolutions that relate to the services provided pursuant to this Agreement.

9. **CONFLICT OF INTEREST**: CONSULTANT agrees that it shall not represent any entity in any form or support a position in opposition to a position of the CITY, unless

the City Commission grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following:

(i) This Agreement shall be voidable by the CITY or

(ii) CONSULTANT shall be prohibited for a period of up to ten (10) years as determined by the City Commission in its sole discretion from entering into a lobbying contract with the CITY.

10. **NOTIFICATION:**

a. CONSULTANT shall have the obligation to declare in writing the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict and after execution of this contract. Consultant shall not lobby the City, its officials or City Manager on any matter during the term of this Agreement.

b. Separate and independent from the above-referenced obligation, CONSULTANT must advise the City Manager, in writing, of any position in opposition that of the CITY, taken by the selected CONSULTANT and at the CITY's discretion, this may require that a request of waiver of such conflict be taken before the City Commission. A position in opposition to a position of the CITY may take the form of an adverse policy position or something having adverse fiscal impact on the CITY, either directly or indirectly. A position in opposition to a position of the CITY is not limited to a position that conflicts with an expressed provision of the legislative package adopted by the City Commission. It may also arise in other areas. Not every CITY interest can be anticipated or enumerated in the CITY's legislative package, and issues arise and change over the course of the legislative process. It is incumbent upon the CONSULTANT to remain mindful of the CITY's policy and fiscal interests and positions. If an actual or perceived conflict arises, CONSULTANT shall advise the City Manager in writing within five business days, and seek a waiver of the conflict before the City Commission, as necessary.

c. Once a conflict waiver has been received by the CITY, the City Manager, in consultation with the City Attorney, reserves the right to determine whether CONSULTANT

may continue representing the CITY and the other party's interest until the City Commission can consider the conflict issue. The City Commission may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following:

(i) Grant a waiver and allow the CONSULTANT to continue to represent the both the CITY and the other party;

(ii) Refuse to grant a waiver and require the CONSULTANT to choose between representing the CITY or the other party, or to discontinue representing the other party;

(iii) Refuse to grant a waiver and void this Agreement;

(iv) Grant a limited waiver and allow the CONSULTANT to continue to represent both the CITY and the other party under whatever limitations or restrictions the CITY, in its sole discretion, determines to be proposed appropriate.

11. **AUDIT:** CONSULTANT shall maintain all records produced as a result of this Agreement for at least three (3) years from the date of final payment. The CITY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the CONSULTANT and the CITY.

12. **KEY PERSONNEL:** CONSULTANT agrees that the key personnel who will be providing services to the CITY is Jordan Connors.

13. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any errors or omissions related to the service provided.

14. **INSURANCE:** CONSULTANT shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of Five Hundred

Thousand (\$500,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect CONSULTANT and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. As well, CONSULTANT shall maintain, during the term hereof, comprehensive general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) dollars per occurrence, to protect CONSULTANT and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages which may arise from any operations in connection herewith, whether such operations be by CONSULTANT or by anyone directly employed by or contracting with CONSULTANT. All insurance required hereunder be maintained by CONSULTANT shall be subject to the CITY's reasonable approval as to ratings of the insurer, and such policies, as evidenced by a certificate thereof, shall specifically include CITY an additional insured and provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

15. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of the CONSULTANT's efforts.

16. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against CONSULTANT all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit is brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

17. **WAIVER:** No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by

CONSULTANT of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by CONSULTANT requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of CONSULTANT, whether or not similar to the act so consented to or approved.

18. **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

19. **NOTICE:** The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed to:

FOR CONSULTANT: JORDAN CONNORS GROUP, INC.
Matthew J. Connors, President
701 Stanley Drive
Fernandina Beach, FL 32034
Telephone: (904) 206-1604

FOR CITY: CITY OF SOUTH BAY
Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: (561) 996-6751
Facsimile: (561) 996-7950

With Copy to: BURNADETTE NORRIS-WEEKS, P.A.
Burnadette Norris-Weeks, City Attorney

Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Ft. Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

Facsimile: (954) 768-9790

20. **PUBLIC RECORDS**: To the extent required by law, Consultant shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Consultant agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-996-6751, email: sbcityclerk@southbaycity.com OR BY MAIL: City of South Bay – City Clerk's Office, 335 SW 2nd Avenue South Bay, Florida 33493.**

21. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

22. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of

competent jurisdiction shall lie in Palm County, Florida.

23. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

24. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

25. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

26. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

27. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned

herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

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

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

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

CITY OF SOUTH BAY:

ATTEST:

Vicenta Washington, City Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONSULTANT:

JORDAN CONNORS GROUP, INC.

WITNESSES:

By: _____
M. Jordan Connors

Date: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

SS:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

ORDINANCE NO. 05-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF SOUTH BAY'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Taxing Units ("MSTU"s), whereby a county may levy a tax within the MSTU for certain essential municipal services, including the provision of fire-rescue services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included within an MSTU, subject to approval by ordinance of the governing body of the municipality giving consent either annually or for a term of years; and

WHEREAS, Palm Beach County ("County") established an MSTU known as the Fire/Rescue MSTU to provide fire protection, fire rescue, advanced life support (or similar emergency services), fire code enforcement and other services necessary and incidental to the purpose for which the Fire/Rescue MSTU was created; and

WHEREAS, the City of South Bay by Ordinance No. 13-2005 consented to its inclusion in the County's Fire/Rescue MSTU for a ten (10) year term through December 31, 2015, as a mechanism to receive and fund County fire-rescue services through September 30, 2016; and

WHEREAS, the County by Ordinance No. 2005-064 amended the boundaries of the Fire/Rescue MSTU to include the City for the duration of the term identified in City Ordinance No. 13-2005, as such term may be extended by the City from time to time; and

WHEREAS, City Ordinance No. 04-2016 affirmed, continued and extended the City's consent and inclusion in the County's Fire/Rescue MSTU through December 31, 2025, and further

provided that said consent and inclusion shall be deemed to continue through 7:30 a.m. on October 1, 2026, to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by tax year 2025, including but not limited to the enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (collectively “Fire Code”) and any other applicable laws and regulations; and

WHEREAS, the City Commission hereby desires to extend, for an additional ten (10) year period from December 31, 2025, through December 31, 2035, its consent to the inclusion of all the territory lying within the municipal boundaries of the City into the County’s Fire/Rescue MSTU for County fire-rescue and related services within the City from October 1, 2026, until 7:30 a.m. on October 1, 2036, and believes that such inclusion is in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1: Intent, Purpose and Consent: It is the intent, purpose and effect of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The City Commission hereby extends and consents to the inclusion of all territory within the incorporated municipal boundaries of the City, as may be amended from time to time, within the County’s Fire/Rescue Municipal Service Taxing Unit (the “Fire/Rescue MSTU”), which was established pursuant to enabling legislation adopted by the Board of County Commissioners of Palm Beach County. The purpose of the enactment of this Ordinance is to extend the City’s consent to be included in the County’s Fire/Rescue MSTU in order to enable the County to fund and provide fire-rescue and related services within the territorial limits of the City including, but not limited to, the County’s enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (collectively “Fire Code”) and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 2: Effectiveness and Duration of Consent: The City’s consent to be included in the Fire/Rescue MSTU is hereby extended effective from December 31, 2025, to be implemented for tax year 2026 in order to fund and provide County fire-rescue and related services within the City as of October 1, 2026, and to provide for the City’s continuing inclusion in the Fire/Rescue MSTU without interruption. The City’s consent to be included in the County’s Fire/Rescue MSTU shall continue from December 31, 2025, for a term of ten (10) years through

December 31, 2035; provided, however, that the City's consent and inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through 7:30 a.m. on October 1, 2036, to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year including, but not limited to, the County's enforcement of the Fire Code and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 3: Effectiveness of Repeal: Should the City intend to repeal its consent to be included in the Fire/Rescue MSTU prior to its expiration on December 31, 2035, the City shall provide written notice to the County, by March 1st of any given year, of the City's intent to repeal this Ordinance and the consent provided herein effective December 31st of the same year. The County will then adopt an ordinance to remove the Town from the Fire/Rescue MSTU as of said December 31st. The City shall adopt an ordinance to repeal this Ordinance and the consent provided herein and shall provide a certified copy of the repealing ordinance to the County and to the Property Appraiser, by said December 31st. The City's inclusion in the County's Fire/Rescue MSTU shall terminate on said December 31st; provided, however, that the City's inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through the following October 1st at 7:30 a.m. to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year, including, but not limited to, the County's enforcement of the Fire Code and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 4: Ad Valorem Millage Rate Limitation: The City acknowledges that by opting into the Fire/Rescue MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the Fire/Rescue MSTU's annual ad valorem millage rate.

Section 5: Repeal of Conflicting Ordinances: All other City ordinances and parts of ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of the conflict. Notwithstanding the above, Ordinance No. 04-2016 shall not be deemed repealed by this Ordinance and shall expire as provided for therein; provided, however, that Ordinance No. 04-2016 and the term of consent identified therein shall be deemed to be extended to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year thereunder.

Section 6: Severability: If any section, paragraph, sentence, clause, phrase, or word

of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 7: Codification: The provisions of this Ordinance shall become and be made a part of the code of ordinances of the City. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or other appropriate word.

Section 8: Captions: The captions, section headings, and section designations used in this Ordinance are intended only for the convenience of users and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 9: Effective Date: This Ordinance shall be effective December 31, 2025. Notwithstanding anything here to the contrary, the City’s continuing participation in the Fire/Rescue MSTU is contingent upon the County maintaining an ordinance including the City within the Fire/Rescue MSTU.

FIRST READING this ___ day of October 2025.

APPROVED AND ADOPTED ON SECOND READING by the City Commission of the City of South Bay, Florida, on this ___ day of _____, 2025.

CITY OF SOUTH BAY BEACH

By: _____
JOE KYLES, MAYOR

(SEAL)

ATTESTED:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VICENTA WASHINGTON, CITY CLERK

BURNADETTE NORRIS-WEEKS, P.A.,
CITY ATTORNEY



City of South Bay

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

www.southbaycity.com

Commission

- Joe Kyles Sr.
Mayor
- Taranza McKelvin
Vice Mayor
- Albert Polk
- Barbara King
- Leondrae Camel
City Manager
- City Clerk
Vicenta 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: October 15, 2025
 Ref: Weekly check register

Enclosed, please find the summary of check register as of October 15, 2025:

General Fund

• Utility:		
	Comcast	\$ 1,588.28
	FPL	7,168.01
	PBCWU Dept	3,027.72
•	FL Municipal Ins	53,576.00
•	Norris-Weeks PA	14,296.51
•	CAP Government	3,266.25
•	JLH Associates	3,770.00
•	Marathon	2,633.78
•	Purchased of supplies, materials and parts	971.67
•	Payment for various services	3,541.58
•	Payroll Deductions	2,366.79
•	Other	<u>4,553.05</u>
	Total	\$ <u>100,759.64</u>

Capital Project Fund

Professional Service Ind	\$ 13,000.00
Hurr Homes LLC	<u>32,788.34</u>
	\$ <u>45,788.34</u>

AP Check Register Report

City Of South Bay (CSBFND)

10/3/2025 12:30:50 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17212	1444	JOHNNY DUNNING	10/03/2025	150.00	
17213	1445	DR. BERRY MLK ROSENWALD ORATORICAL SOCIETY	10/03/2025	2,163.89	
17214	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	10/03/2025	1,247.73	
17215	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	10/03/2025	7,140.51	
17216	FPL	FPL	10/03/2025	7,168.01	
17217	JIM HOOKS WELDING IN	JIM HOOKS WELDING INC.	10/03/2025	110.00	
17218	LAKE HARDWARE	LAKE HARDWARE	10/03/2025	156.94	
17219	MUTUAL OF OMAHA	MUTUAL OF OMAHA	10/03/2025	354.32	
17220	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	10/03/2025	926.00	
17221	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/03/2025	3,027.72	
17222	VICENTA DEL BOSQUEZ	VICENTA J. WASHINGTON	10/03/2025	100.00	
17223	WALMART (CAPITAL ONE)	TreviPay- Walmart	10/03/2025	183.82	
17224	XEROX CORP	XEROX CORPORATION	10/03/2025	331.19	

Non-Electronic Transactions:	23,060.13
Total Transactions:	23,060.13

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2025 9:06:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17225	1004	RELIANT FIRE & SECURITY	10/15/2025	239.97	
17226	1364	DREW BEINHAKER, ESQUIRE	10/15/2025	202.90	
17227	1408	VECTOR DISEASE CONTROL INTERNATIONAL	10/15/2025	544.10	
17228	1447	NATIONAL CONSTRUCTION RENTALS	10/15/2025	220.32	
17229	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	10/15/2025	7,156.00	
17230	CAP GOVERNMENT	CAP GOVERNMENT	10/15/2025	3,266.25	
17231	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	10/15/2025	871.00	
17232	JLH ASSOCIATES	JLH ASSOCIATES	10/15/2025	3,770.00	
17233	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	10/15/2025	480.91	
17234	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	10/15/2025	580.00	
17235	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	10/15/2025	1,170.00	
17236	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	10/15/2025	150.00	
17237	TOWN OF LANTANA	TOWN OF LANTANA	10/15/2025	1,250.00	

Non-Electronic Transactions:	19,901.45
Total Transactions:	19,901.45

AP Check Register Report

City Of South Bay (CSBFND)

10/6/2025 7:56:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-1081-1025	COMCAST	COMCAST	10/06/2025	312.88	1-21727836853
ACH-9928-1025	COMCAST	COMCAST	10/06/2025	450.80	1-21727945163
Totals :			Electronic Transactions :		763.68
			Total Transactions :		763.68

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2025 9:23:22 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-8960-O25	COMCAST	COMCAST	10/15/2025	271.99	1-21790194363
ACH-9978-O25	COMCAST	COMCAST	10/15/2025	552.61	1-21790162083
Totals :			Electronic Transactions :		824.60
			Total Transactions :		824.60

AP Check Register Report

City Of South Bay (CSBFND)

10/6/2025 8:42:45 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-055325261870	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/01/2025	718.00	:H-3132643676
ACH-055325261891	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/01/2025	998.00	:H-3132643738
ACH-610	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/01/2025	51,860.00	:H-3132643501
Totals :			Electronic Transactions :	53,576.00	
			Total Transactions :	53,576.00	

AP Check Register Report

City Of South Bay (CSBFND)

10/3/2025 2:54:53 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
339	1374	HUURR HOMES LLC	10/03/2025	32,788.34	
340	1446	Professional Service Industries, Inc	10/03/2025	13,000.00	
				Non-Electronic Transactions:	45,788.34
				Total Transactions:	45,788.34

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2025 11:38:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17238	MARATHON/MEX BANK	WEX BANK	10/15/2025	2,633.78	
				Non-Electronic Transactions:	2,633.78
				Total Transactions :	2,633.78