

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, APRIL 7, 2026

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:

Betty Barnard

Commissioner:

Barbara King

Commissioner:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Olivia Mejia

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, APRIL 7, 2026
6:30 PM

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

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

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, APRIL 7, 2026
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

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 – March 3, 2026

5.a. Meeting Minutes

b. **Approval of City Commission Agenda - April 7, 2026**

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

a. **RESOLUTION NO. 04-2026**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING AND APPROVING A SENIOR MINOR HOME REPAIR PROGRAM TO ASSIST LOW AND MODERATE-INCOME SENIOR HOMEOWNERS LIVING WITHIN THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

b. **RESOLUTION NO. 11-2026**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A USE OF FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.b. Use of Facility Agreement

c. **RESOLUTION NO. 12-2026**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2025 TO JANUARY 2026 FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.c. Evaluation Spreadsheet 2026

6.c. CM Evaluations

d. RESOLUTION NO. 13–2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ADOPT A MARKETING, COMMUNICATIONS, AND BRAND IDENTITY POLICY; PROVIDING FOR IMPLEMENTATION BY THE CITY MANAGER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.d. City of South Bay-Marketing Branding Policy

e. RESOLUTION NO. 14-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY PURCHASE OF AN AIR CONDITIONER UNIT FROM ABUNDANT AIR HEATING & COOLING INC, FOR AN AMOUNT OF \$21,689.00; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.e. South Bay Agreement (Abundant Air Heating Cooling Inc Emergency Purchase)

6.e. Sunbiz

6.e. AC change out backup documents.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report (Presented and filed, no action required)

9.a. April 1, 2026 Weekly Check Register

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

a. ARTICLE II.- City Commission

b. ARTICLE VIII.- Commission Procedures

c. Organization of Restructuring

d. Scholarship Evaluation

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, MARCH 3, 2026
 6:00 PM

Present:

Mayor Joe Kyles
 Commissioner McKelvin
 Commissioner Albert Polk
 Commissioner Barnard
 Commissioner Barbara King

Staff

Leondrae Camel, City Manager
 Aiyana Bent, Deputy City Clerk
 Cristal Chavarria, Administrative Assistant

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:00pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Interviews: City Clerk
 - 3.a. Olivia Mejia 6:00pm
 - 3.a. Jessica Figueroa 6:20pm
 - 3.a. Antiyahn Bradley 6:40pm
4. **ADJOURNMENT- 6:59 pm**
Moved by: Commissioner McKelvin
Seconded by: Commissioner Barnard

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
 CITY HALL CHAMBER
 TUESDAY, MARCH 3, 2026
 7:00 PM

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 March 3, 2026 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles
 Commissioner McKelvin
 Commissioner Albert Polk IV
 Commissioner Betty Barnard
 Commissioner Barbara King

Staff:

Leondrae Camel, City Manager
 Burnadette Norris-Weeks, City Attorney
 Olivia Mejia, Interim City Clerk
 Aiyana Bent, Deputy City Clerk
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic and Development Director
 Cristal Chavarria, 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):*
 - a. **City of South Bay BSA Pack 605**
 - b. **UNICUS - Eric Goodman and Laura Goodman**
 - **Village by the Lake Final Master Plan**
 - **Village by the Lake Drafts of the Area Analysis Map Development**
 - **Village by the Lake Schematic Design**
 - **Village by the Lake Developmental Studies**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
5. **ANNUAL CITY COMMISSION ORGANIZATION**

Appointing Commissioner Joe Kyles as Mayor
 Moved by: Commissioner McKelvin
 Seconded by: Commissioner Barnard

COMMISSION	VOTE
Mayor Joe Kyles	YES
Commissioner McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	YES

Appointing Commissioner Taranza McKelvin as Vice-Mayor
 Moved by: Commissioner Polk
 Seconded by: Commissioner Barnard

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

Appointing Commissioner Albert Polk as Treasurer

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Barnard

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

Motion to Retain Burnadette Norris-Weeks as City Attorney

Moved by: Commissioner Polk

Seconded by: Commissioner Barnard

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

6. 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 - February 17, 2026

Approve City Minutes

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Barnard

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

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda - March 3, 2026

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Barnard

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

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

a. RESOLUTION 08-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPOINTING OLIVIA MEJIA AS CITY CLERK, SETTING THE COMPENSATION AND DATE OF HIRE OF SAID CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

TABLE - FAILED TO TABLE

Moved by: Commissioner Barnard

Seconded by: Commissioner King

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

PASSING OF RESOLUTION

Moved by: Commissioner Polk

Seconded by: Vice-Mayor McKelvin

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

SETTING THE COMPENSATION

Moved by: Commissioner Polk

Seconded by: Commissioner Barnard

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

b. RESOLUTION 09-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, NOMINATING AND SUPPORTING COMMISSIONER ALBERT L. POLK TO THE BOARD OF TRUSTEES OF THE FLORIDA MUNICIPAL INSURANCE TRUST; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Moved by: Vice Mayor McKelvin

Seconded by: Commissioner Barnard

COMMISSION	VOTE
Mayor Joe Kyles	YES
Commissioner McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	YES

c. RESOLUTION 10-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SET AN ANNUAL CITY SPONSORED SPECIAL EVENT ACTIVITIES CALENDAR; 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 Barnard	NO
Commissioner King	YES

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- a. Accounts Payable Report (Presented and filed, no action required)
 - 9.a. February 27, 2026 Weekly Check Register

10. CITY CLERK REPORT

- a. NLC Congressional Meeting March 14-18, 2026
- b. 2026 Annual Installation Gala May 27, 2026

11. CITY MANAGER REPORT

- a. Scholarship Committee Appointees
- b. NW 10th Avenue
- c. Property Tax Proposed Referendum

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS

- a. Review and Update City Charter Article 2: City Commission
 - Moved by: Commissioner Barnard
 - Seconded by: Commissioner Polk

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

- b. Review and Update City Charter Article 8: Commission Procedures
 - Moved by: Commissioner Barnard
 - Seconded by: Vice-Mayor McKelvin

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

c. Resolution 04-2026

Moved by: Mayor Kyles
 Seconded by: Commissioner Polk

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

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. Commissioner Barbara King
 - Thank you
- 14.b. Commissioner Betty Barnard
 - 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 8:51 pm
 Moved by: Vice- Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 04-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING AND APPROVING A SENIOR MINOR HOME REPAIR PROGRAM TO ASSIST LOW AND MODERATE-INCOME SENIOR HOMEOWNERS LIVING WITHIN THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") desires to establish a Senior Minor Home Repair Program ("Program"); and

WHEREAS, the intent of the Program is to assist senior homeowners with home repairs to correct health and safety hazards, as well as address building or code deficiencies of South Bay owner-occupied properties; and

WHEREAS, the City has determined that establishing a Senior Minor Home Repair Program, as set forth in attached Exhibit "A", is in the best interest of the residents in 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. Establishing and Approving A Senior Minor Home Repair Program. The City Commission of the City of South Bay hereby establishes and approves a senior minor home repair program to assist low and moderate income senior homeowners living within the City of South Bay, as set forth in Exhibit "A", attached hereto.

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 4th day of February 2026.

ATTEST:

By: _____
Olivia Mejia, Interim 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, Florida

Minor Home Repair Program for Senior Citizens Program Policy and Guidelines

Purpose:

The City of South Bay recognizes the importance of assisting senior citizens in maintaining safe, decent, and sanitary housing. The Minor Home Repair Program for Senior Citizens provides limited financial assistance to qualified low and moderate income senior homeowners for essential home repairs that address health, safety, and accessibility needs. This program is designed to help seniors age in place with dignity while preserving the City's housing stock.

1. Program Funding

- Total program funding shall not exceed **\$30,000** for the fiscal year.
- Assistance will be provided on a **first-come, first-qualified basis**, subject to available funds.
- The maximum assistance per household shall not exceed **\$1,500**.

2. Eligibility Criteria

To qualify, applicants must meet all of the following:

1. **Residency:** Must be a legal resident of the City of South Bay.
2. **Age:** At least **67 years of age** at the time of application.
3. **Ownership:** The property must be **owner-occupied** and serve as the applicant's primary homesteaded residence.
4. **Income:** Household income must not exceed **80% of the Area Median Income (AMI)** as defined by HUD.
5. **Property Type:** Only single-family, owner-occupied homes are eligible. Mobile homes may be eligible if the applicant owns both the unit and the land.

3. Eligible Repairs

The program is intended for **minor, essential repairs** that improve safety, health, or accessibility. Examples include, but not limited to:

- Repair or replacement of unsafe flooring, steps, or handrails
- Minor roof repairs (not full replacement) to stop leaks
- Plumbing or electrical repairs addressing safety concerns
- Installation of grab bars, ramps, or other accessibility improvements
- Window or door repairs to improve security or weatherproofing

4. Ineligible Repairs

Program funds may not be used for:

- Repairs not deemed necessary for safety, health, or accessibility

5. Application Process

1. Applicants must complete and submit a **Minor Home Repair Program Application** with required documentation, including proof of age, ownership, income, and residency.
2. City staff will review applications for eligibility and conduct a home inspection to determine scope of work.
3. Approved applicants will be notified in writing, and repairs will be scheduled based on available funding.

6. Administration

- The program will be administered by the **City of South Bay Neighborhood and Community Services Department** in coordination with the City Manager's Office.
- Payments shall be made directly to the homeowner upon satisfactory completion of work and/or inspection by City staff.

7. Program Limitations

- Each eligible household may receive assistance **only once within a three (3) year time period.**
- The City reserves the right to prioritize applications based on the severity of need and impact on health/safety.
- If program demand exceeds available funds, a waiting list may be established for consideration in the next fiscal year.

8. Approval

This policy is subject to approval by the **City Commission of the City of South Bay, Florida**, and shall take effect immediately upon adoption.

PROGRAM GRANTEE AGREEMENT

City of South Bay Senior Minor Home Repair Program

THIS PROGRAM GRANTEE AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2026 between the City of South Bay, Florida (“City”), and _____ (“Program Grantee”), whose address is _____ (the “Property”)

WITNESSETH:

WHEREAS, the City desires to provide grants benefiting residents in need of assistance to complete approved home repairs to owner-occupied, single-family homes in the City; and

WHEREAS, the grants will be made available to qualified City homeowners; and

WHEREAS, the City also desires to provides limited financial assistance to senior homeowners for essential home repairs that address health, safety, and accessibility needs, and;

WHEREAS, to carry out this purpose, the City has established the City of South Bay Senior Minor Home Repair Program (the “Program”); and

WHEREAS, the Program Grantee agrees to have the home repair services for which their grant has been approved per the terms of the Program, Program Application, and this Agreement.

NOW, THEREFORE, the Program Grantee and City agree as follows:

ARTICLE I

CONDITION OF SERVICES

The Program Grantee has submitted an application to participate in the Program, attached hereto as Exhibit 1 and incorporated herein by this reference. By submitting the application and entering into this Agreement, the Program Grantee acknowledges and agrees to the following:

- a) The City’s Program shall be performed by general contractors and other tradesmen licensed to perform construction work by the state of Florida who also possess valid local business licenses.

- b) As part of applying for funds from the Program, the Program Grantee provided satisfactory documentation to the City evidencing their eligibility, including, but not limited to, the following:
 - 1. Proof of residency.
 - 2. A South Bay address: Palm Beach County Homestead Exemption and State of Florida driver's license or a Florida identification card and a current utility statement;
 - 3. A description of the home repair services which the Program Grantee's contractor is qualified and willing to provide; and
 - 4. Other documentation required by the City as part of the application process.
- c) Once a homeowner has been deemed eligible to receive a grant, the City's Program inspector ("Inspector") may schedule an appointment to visit the Property to review existing conditions relating to the identified home repairs prior to approving the requested repairs. The Inspector will evaluate the need for repairs and the reasonable cost of such repairs, and will assist in noting specifications necessary to meet code requirements.
- d) The quote will set out in detail all repair services to be performed, the materials needed, the cost of labor and materials, and the proposed project schedule, including the proposed payment schedule. The Contractor shall also provide evidence of current licensure and insurance (general liability and worker's compensation).
- e) The Program Grantee will enter into a written repair agreement ("Repair Agreement") with the contractor based upon a quote (including scope of services, cost of labor and materials, and project schedule) approved by the City Building Department. The amount of the grant award shall be an amount equal to the Repair Agreement price. The Repair Agreement shall not include any services or materials other than those specified in the approved quote. Any additional repairs the Program Grantee has performed by the Contractor, that are not part of the Program, are the sole responsibility of the Program Grantee.
- f) The Repair Agreement must state that the contractor will provide commercially acceptable materials that meet the specific material requirements in the Repair Agreement and repairs to the Property by the contractor shall conform to generally accepted standards of workmanship for similar repair work, with no waiver of express or implied warranties. In addition, the Repair Agreement must include the contractor's standard warranty for similar residential projects or a one (1) year warranty, whichever length of time is greater.
- g) The Repair Agreement will be between the Program Grantee and the Contractor; payment to fulfill the Repair Agreement is pursuant to Article III of this Agreement the Program Grantee will not be reimbursed if the repairs do not meet local building codes.
- h) The Program Grantee and the Contractor shall give all the City officials and authorized City representatives' reasonable access to the Property to inspect the repair work being performed for permitting purposes and to observe the progress of the work.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be deemed effective upon execution by both parties, and shall terminate immediately upon (1) the Program Grantee's voluntary withdrawal from the Program, (2) completion of the repair to the Property and final payment to the Program Grantee in accordance with this Agreement, or (3) the City's decision to remove the Program Grantee from the program for any reason, including loss of eligibility, unacceptable performance, or any other breach of this Agreement.

ARTICLE III

PAYMENT

Payment for work satisfactorily performed under a Repair Agreement reimbursed to Program Grantee upon proof of payment. Funding shall be disbursed following the completion and acceptance of the work and following inspection(s) by the Inspector and/or other City representatives to verify the satisfactory completion of all authorized repairs. Payment shall be conditioned upon the Contractor providing satisfactory proof that any subcontractors and suppliers used for the project have been paid in full and have provided a waiver of liens. The City may determine those Projects requiring an advance purchase of supplies prior to the commencement of work to be performed on a case-by-case basis. All advanced supply purchase amounts shall be deducted from the total grant award amount. Any advanced payment shall be deducted from the total grant award.

ARTICLE IV

DEFAULT

For purposes of this Agreement, a default by the Program Grantee shall include, without limitation, the following:

- (1) Failure to comply with applicable federal, state and local regulations and laws.
- (2) Material breach regarding any of the terms and conditions of this Agreement, including, but not limited to, false, inaccurate, or misleading information provided in the Application.
- (3)

In the event of default, the City may withhold reimbursement or seek to recover the entire amount of any sums paid to the Program Grantee and may exercise any and all rights at law or in equity to enforce the City's rights and remedies.

ARTICLE V

ENTIRETY OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties and the recitals set forth above, which are hereby incorporated herein by this reference. 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, unless reduced to writing and duly approved and signed by all parties.

ARTICLE VI

TERMINATION

It is expressly understood and agreed that the City may discontinue the Program at any time, for any reason, including but not limited to curtailment or non-availability of funding. In that event, the City shall not be obligated to provide reimbursement for repair work commencing after the Program is discontinued. The City will issue payment for work authorized and commenced prior to termination of the Program, upon satisfactory completion and acceptance.

ARTICLE VII

INDEMNIFICATION

To the extent permitted by law, the Program Grantee shall indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Program Grantee enters into with a contractor pursuant to this Agreement. The Program Grantee shall pay all claims and losses of any nature, and shall defend, as described above, all suits, on behalf of the City, its officers, employees or agents and shall pay all costs and judgements which may issue. Compliance with any insurance requirements shall not relieve the Program Grantee of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. Nothing contained in this provision or elsewhere in this Agreement (including exhibits and attachments) shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

ARTICLE VIII

LIMITATION OF LIABILITY; RELEASE

The Program Grantee agrees that the City's financial obligation in connection with the Program and this Agreement is limited to reimbursement of the Program Grantee in accordance with this Agreement. The Program Grantee waives and releases any and all

other claims against the City, its officials, employees, agents and representatives arising from or related to this Agreement or a Repair Agreement.

ARTICLE IX

RECORDS AND AUDIT

The Program Grantee shall maintain and make available to the City adequate records to justify all expenditures of grant funds and to document compliance with the provisions of this Agreement. The City shall have the right to audit, examine, and/or obtain copies of all contracts, invoices, materials, and other records and documents pertaining to this Agreement. If the City determines that any payments made to the Program Grantee do not constitute an allowable expenditure, the City will have the right to deduct and/or reduce any unpaid invoices or require repayment of those amounts.

ARTICLE X

NOTICES

All notices that are sent pursuant to and/or in connection with this Agreement shall be in writing and sent by certified mail, return receipt requested or hand delivered to the appropriate address provided a copy is kept with the recipient’s signature acknowledging receipt and indicating the time and date of delivery: If to the City:

City of South Bay
Attn: City Manager
335 SW 2nd Ave
South Bay, FL 33493

Copy to: Law Office of Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, FL 33311

If to the Grantee:

ARTICLE XI

ASSIGNMENT; SUBCONTRACTS

The Program Grantee agrees that no assignment of this Agreement will be made without the express written consent of the City, which may be unreasonably withheld. The Program Grantee may engage, pursuant to the terms and conditions of this Agreement, any qualified contractor of

its choice to provide services or materials in connection with the Program, but the Program Grantee shall remain responsible for the satisfactory completion of all work and for payment of the contractor and any subcontractors and suppliers.

ARTICLE XII

SEVERABILITY OF PROVISIONS

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

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

CITY OF SOUTH BAY, FLORIDA

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

ATTEST:

Olivia Mejia, City Clerk

GRANTEE

BY: _____

Print Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, who is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC

Print Name: _____
(Seal)



**CITY OF SOUTH BAY
SENIOR MINOR HOME REPAIR
PROGRAM APPLICATION**

**PLEASE RETURN COMPLETED APPLICATION INCLUDING ALL REQUIRED
SUPPORTING DOCUMENTATION TO:**

The City of South Bay
335 SW 2nd Ave
South Bay, Florida 33493

APPLICATION NO. _____ (For Office Use)

NAME OF PROPERTY
OWNER/APPLICANT _____

PROPERTY ADDRESS

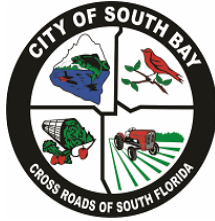
CONTACT PHONE NUMBER

DESCRIPTION OF HOME
REPAIRS _____

IS THE REQUESTED REPAIRS HEALTH, SAFETY & WELFARE RELATED? YES ___ NO ___

HAVE AT LEAST TWO REPAIR ESTIMATES INCLUDING LICENSES BEEN SUBMITTED WITH
APPLICATION (if required)? YES ___ NO ___

WILL YOU BE AVAILABLE DURING THE DAY FOR CITY STAFF TO REVIEW REQUEST?
YES ___ NO ___



**CITY OF SOUTH BAY
MINOR HOME REPAIR PROGRAM
NOTIFICATION OF ELIGIBILITY**

FOR OFFICE USE ONLY: (COMPLETED APPLICATION CHECKLIST)

1. Does the application include at least 2 estimates from a professional home repair company? YES NO
2. Are the professional home repair estimates prepared by a licensed repair company? YES NO
3. Are the requested home repairs health, safety and welfare related? YES NO
4. Are the requested repairs included on the eligible home repair list? YES NO
5. Has the requested home damage been documented with photographs? YES NO
6. Has the applicant provided proof of South Bay residency? YES NO
7. Has the applicant provided a recent tax return or pay stubs verifying household income? YES NO
8. Has a completed signed and notarized application been submitted by the applicant? YES NO

APPLICATION ELIGIBILITY DETERMINATION

9. Provide total amount of residents residing in household _____
10. Provide total household income amount \$ _____
11. Is total household income within the eligible “low income” program threshold? YES NO
12. Is name on the application the same as property owner’s name listed on the PBCPA webpage YES NO
13. Indicate name of eligible home repair company(ies) _____
14. Indicate total funding amount recommended for approval \$ _____
15. Does selected repair estimates contain professional license verification? YES NO

Based on whether all responses to questions 1-15 are affirmative, please indicate below whether **APPLICATION NO.** _____ has been approved or disapproved. If application has been approved, in comment section below please indicate all eligible application home repairs. If the application has been disapproved, please indicate reason for disapproval. If application is incomplete, please clearly indicate what items are required from the applicant to complete the application.

APPLICATION APPROVED _____ **APPLICATION DISAPPROVED** _____

Reviewer Comments:

Reviewer's Signature

Date Reviewed

If all affirmative responses have been provided on Questions 1 thru 15, the attached minor home repair application should be recommended for approval. Written notification including the eligibility notification should be provided to the applicant indicating approved scope of work, the total amount of authorized funding; and a notice to proceed with authorized minor home repair services.

RESOLUTION NO. 11-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A USE OF FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") desires to enter into a Use of Facility Agreement between the City and Palm Beach County ("County"); and

WHEREAS, pursuant to the Agreement, the City, at no charge, will provide space within the Tanner Park Community Center, located at 105 Dr. Martin Luther King Jr Blvd., South Bay, FL 33493, for a congregate dining site to provide meal site staff, excluding County holidays; and

WHEREAS, the agreement requires approval by the Palm Beach County Board of County Commissioners and would be for a period of five (5) years, commencing on the effective date, and terminating on April 21, 2031 and shall be automatically renewed annually thereafter unless terminated; and

WHEREAS, the City Commission of the City of South Bay finds that entering into a Use of Facility Agreement between the City and Palm Beach County 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 Palm Beach County and the City of South Bay, attached hereto as Exhibit "A," for the provision of a facility use at Tanner Park. 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 7th day of April 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

This Agreement is made as of the _____ day of _____, 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of South Bay, a body of local government authorized to do business in the State of Florida, whose Federal Tax I.D. Number is 59-6000429, hereinafter referred to as the MUNICIPALITY.

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

NOW THEREFORE, in consideration of the mutual promises contained herein, both the COUNTY and the MUNICIPALITY agree to the following:

ARTICLE 1 – SERVICES

The MUNICIPALITY'S responsibility under this Agreement is to provide, at no charge, adequate space within the facility located at Tanner Park Community Center, 105 Dr. Martin Luther King Jr Blvd., South Bay, Fl. 33493, for a congregate dining site and to provide meal site staff, as more specifically set forth in **EXHIBIT A - SCOPE OF WORK**, excluding County holidays as detailed in **EXHIBIT B – COUNTY HOLIDAY SCHEDULE**.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Lani Irizarry, Operations Supervisor, PBC Division of Senior & Veteran Services; telephone no. (561) 355-3055.

The MUNICIPALITY'S representative/liaison during the performance of this Agreement shall be Leondrae Camel, Manager, City of South Bay; telephone no. (561) 996-6751.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The term of this Agreement shall be for a period of five (5) years, commencing on the effective date, and terminating on April 21, 2031 (Initial Term), and shall be automatically renewed annually thereafter (Renewal Term) unless terminated as provided for herein or unless either party elects to not renew this Agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and MUNICIPALITY shall have no further rights hereunder.

ARTICLE 3 – USE OF FACILITY

The MUNICIPALITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the COUNTY to the MUNICIPALITY.

ARTICLE 4 – TERMINATION

This Agreement may be terminated by the MUNICIPALITY, with or without cause, upon thirty (30) days prior written notice to the COUNTY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the MUNICIPALITY or without cause upon ten (10) business days written notice to the MUNICIPALITY. Unless the MUNICIPALITY is in breach of this Agreement, the MUNICIPALITY shall be paid for services rendered (if applicable) to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice by either party, except as otherwise directed by the party delivering the notice in writing the:

COUNTY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work or use of the facility.
- C. Remove all COUNTY equipment from the facility; restore the facility to its original condition, reasonable wear and tear excepted and vacate the facility on or before the last day of the above notice period.

MUNICIPALITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the MUNICIPALITY or under its supervision, and all personnel (and all volunteers) engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent

personnel to the highest professional standards in the field.

All of the MUNICIPALITY'S personnel (including subcontractors and staff/volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent MUNICIPALITY is not self-insured, the following shall apply:

- A. MUNICIPALITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MUNICIPALITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by MUNICIPALITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MUNICIPALITY under the Agreement.
- B. **Commercial General Liability** MUNICIPALITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. MUNICIPALITY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** MUNICIPALITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MUNICIPALITY shall provide this coverage on a primary basis.
- D. **Waiver of Subrogation** MUNICIPALITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then MUNICIPALITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should MUNICIPALITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** Prior to execution of this Agreement, MUNICIPALITY shall deliver to the COUNTY'S representative as identified in Article 1, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o: Community Services Department
Division of Senior & Veteran Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- F. **Umbrella or Excess Liability** If necessary, MUNICIPALITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 – INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its agents, employees and elected officers 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 out of the negligence of MUNICIPALITY in connection with this Agreement..

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 8 – SUCCESSORS AND ASSIGNS

The COUNTY and the MUNICIPALITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the MUNICIPALITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 9 – 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 MUNICIPALITY.

ARTICLE 10 – CONFLICT OF INTEREST

The parties represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The parties further represent that no person having any such conflict of interest shall be employed for said performance of services.

The parties shall promptly notify the other party’s representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the Party’s judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the party may undertake and request an opinion of the Palm Beach County Commission on Ethics (Commission) as to whether the association, interest or circumstance would, in the opinion of the Commission, constitute a conflict of interest if entered into by that party. . If, in the opinion of the Commission, the prospective business association, interest or circumstance would not constitute a conflict of interest, the party shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

ARTICLE 11 – EXCUSABLE DELAYS

The MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12 – ARREARS

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

ARTICLE 13 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The MUNICIPALITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the MUNICIPALITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 14 – INDEPENDENT AGREEMENT OR RELATIONSHIP

The MUNICIPALITY 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 MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'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 MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 15 – CONTINGENT FEES

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

ARTICLE 16 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) 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 MUNICIPALITY '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 agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the MUNICIPALITY 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 Agreement.

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the MUNICIPALITY 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 selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY 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 discrimination. The MUNICIPALITY 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. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 18 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 – 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 20 – PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY 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 21 – 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 MUNICIPALITY of the COUNTY'S notification of a contemplated change, the MUNICIPALITY shall, in writing and advise the COUNTY if the contemplated change shall affect the MUNICIPALITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the MUNICIPALITY 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 amendment to the Agreement and the MUNICIPALITY shall not commence work on any such change until such written amendment is signed by the MUNICIPALITY and approved and executed on behalf of Palm Beach County.

ARTICLE 22 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Lani Irizarry, Operations Supervisor
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the MUNICIPALITY, notices shall be addressed to:

Leondrae Camel, Manager
City of South Bay
335 SW 2nd Ave
South Bay, FL 33493

ARTICLE 23 – ENTIRETY OF AGREEMENT

Both COUNTY and the MUNICIPALITY 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.

ARTICLE 24 – CRIMINAL HISTORY RECORDS CHECK

The MUNICIPALITY and its employees, subcontractors of the MUNICIPALITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolution R2003-1274, as amended. The MUNICIPALITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the MUNICIPALITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the MUNICIPALITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The MUNICIPALITY shall make every effort to collect the badges of its employees and its subcontractor’s employees upon conclusion of the agreement and return them to the COUNTY. If the MUNICIPALITY or its subcontractor(s) terminates an employee who has been issued a badge, the MUNICIPALITY must notify the COUNTY within two (2) hours. At the time of termination, the MUNICIPALITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the MUNICIPALITY if the MUNICIPALITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated MUNICIPALITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 25 – REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 26 – SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes.
- B. **When agreement value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473 Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of agreement renewal, if applicable.

ARTICLE 27 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the MUNICIPALITY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY 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, 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 or as otherwise provided by law. The MUNICIPALITY 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 the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the public agency.

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

Failure of the MUNICIPALITY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MUNICIPALITY 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.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'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@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY 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 29 - E-VERIFY - EMPLOYMENT ELIGIBILITY

MUNICIPALITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, MUNICIPALITY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the MUNICIPALITY's

subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

MUNICIPALITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. MUNICIPALITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that MUNICIPALITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that MUNICIPALITY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify MUNICIPALITY to terminate its contract with the subcontractor and MUNICIPALITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, MUNICIPALITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, MUNICIPALITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 30 - 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. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 31 ENTIRETY OF CONTRACTUAL AGREEMENT

The MUNICIPALITY agrees that the scope of work has been developed from the MUNICIPALITY'S service proposal and that the COUNTY expects performance by the MUNICIPALITY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the MUNICIPALITY both further 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.

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 the MUNICIPALITY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

**Michael A. Caruso
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Clerk

By: _____
Sara Baxter, Mayor

WITNESS

**APPROVED AS TO TERMS
AND CONDITIONS**

Signature

By: _____
Community Services Department

Name (Type or Print)

MUNICIPALITY:

Signature

By: _____
Signature

Name (Type or Print)

Print Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Title

By: _____
Assistant County Attorney

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES

The COUNTY operates congregate meal sites for qualifying seniors in locations north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The MUNICIPALITY shall provide space for a congregate dining site located at Tanner Park Community Center, 105 Dr. Martin Luther King Jr Blvd., South Bay, FL 33493 on the following days of the week: Monday through Friday, excluding County holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the MUNICIPALITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs (DOEA) and Area Agency on Aging of the Palm Beaches and Treasure Coast (AAA) when marketing and/or publicizing the meal site.

I. The following provisions shall be rendered by the MUNICIPALITY:

- A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.
- B. Bathrooms close to dining room that shall be handicapped accessible.
- C. Telephone for County employee to utilize when necessary.
- D. A kitchen/ kitchenette space that includes:
 - 1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
 - 2) A refrigerator capable of maintaining required cold food temperatures.
 - 3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
 - 4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.
- E. The MUNICIPALITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.
- F. The MUNICIPALITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.
- G. The MUNICIPALITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

II. The following provisions shall be rendered by the MUNICIPALITY (cont'd):

- H. The MUNICIPALITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**
- I. The MUNICIPALITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at MUNICIPALITY.**
- J. The MUNICIPALITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants as needed. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed DOSS training and passed the necessary background screening contained in section.430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a MUNICIPALITY staff member, the MUNICIPALITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.
- K. The MUNICIPALITY shall be responsible for providing each of the following for their MUNICIPALITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (ATTACHMENT A), and 2) Level II Background Screening results and updates as applicable.

EXHIBIT "A"
SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

- I. The following provisions shall be rendered by the COUNTY:
- A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food.
 - B. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.
 - C. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
 - D. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in section. 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.
 - E. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and required paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.
 - F. The COUNTY shall monitor the meal site periodically in regards to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.
 - G. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a nutrition assessment.

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

- H. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or MUNICIPALITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or MUNICIPALITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the MUNICIPALITY'S designated employee. The Contribution box shall be locked until a COUNTY employee collects contributions.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT “B”

COUNTY HOLIDAY SCHEDULE:

- New Year’s Day
- Martin Luther King, Jr. Day (3rd Monday in January)
 - President’s Day (3rd Monday in February)
 - Memorial Day (last Monday in May)
 - Juneteenth
 - Independence Day
 - Labor Day (1st Monday in September)
 - Columbus Day (2nd Monday in October)
 - Veteran’s Day
 - Thanksgiving Day
 - Floating Holiday (Day after Thanksgiving)
- Floating Holiday (Day before or after Christmas)
 - Christmas Day

RESOLUTION NO. 12-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2025 TO JANUARY 2026 FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 7, 2014 the City of South Bay (“City”) entered into an agreement with Leondrae Camel (“Camel”) as the official City Manager; and

WHEREAS, the employment agreement between the City and Camel requires that the City Commission of the City of South Bay (“City Commission”) complete an annual performance evaluation and questionnaire regarding the City Manager’s performance; and

WHEREAS, the City Commission recently completed a performance evaluation regarding the City Manager’s performance; and

WHEREAS, an average score of 3.0 is deemed to be “Satisfactory” The City Manager, however, received a score of 3.948, denoting his performance as “Superior”; and

WHEREAS, the City Commission finds that the compilation of the City Manager’s evaluation has been presented to the City Commission and a merit increase or contract extension could be considered by the City Commission; and

WHEREAS, the City Commission finds that acknowledgement of the results of the City Manager’s performance evaluation is in the best interests 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. Acknowledgement of Evaluation Results. The City Commission for the City of South Bay hereby acknowledges the performance evaluation results for City Manager, Leondrae D. Camel.

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

PASSED and ADOPTED this 7th day of April 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

SUMMARY OF CITY MANAGER EVALUATION

January 2025 - January 2026

<u>Commissioner</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>Scoring</u>	
1) Mayor Joe Kyles	25	25	24	25	25	25	25	25	25	25	249.00	4.98
2) Vice Mayor McKelvin	25	20	24	25	24	23	25	24	25	25	240.00	4.8
3) Treasuer Polk	24	25	25	24	25	25	25	25	25	25	248.00	4.96
4) Commissioner Barnard	25	25	25	25	25	25	25	25	25	25	250.00	5
5) Commissioner King	0	0	0	0	0	0	0	0	0	0	0.00	0

AVERAGE SCORE

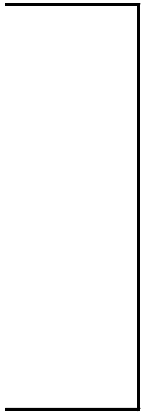
197.40 3.948

NOTE: An average score of 3.0 or better is deemed Satisfactory

1. Professional Skills
2. Commission Relations
3. Citizen and Public Relations
4. Policy Execution
5. Intergovernmental Relations
6. Staffing and Management
7. Fiscal Management
8. Planning and Org. Dev.
9. Leadership and Decision
10. Individual Characteristics

The City Commission recently completed a performance evaluation and questionnaire regarding the City Manager's performance, an average score of 3.0 is deemed to be "Satisfactory" but the City Manager received a score of 3.948, denoting his performance as "Superior"; and during your regular scheduled meeting, the City Commission would acknowledge the results of the City Manager's performance evaluation as an important role of the City Commission.

Should you have any questions of HR feel free to ask.



City Manager Performance Evaluation

City Manager's Name: LEONARDO CAMERON

Commissioner's Name: JOE KYLES, Mayor

Evaluation Period: January 2025 to January 2026

Evaluation Date: _____

Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate and provide comments as applicable of the City Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resource Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The Individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline:

First regularly scheduled meeting in March 3, 2026:	<ul style="list-style-type: none">• Mayor distributes the City Manager's performance evaluation form
Return for Scoring: March 13, 2026	<ul style="list-style-type: none">• Commissioners are encouraged to meet with the manager to individually discuss their evaluation• Deadline for completion of the performance evaluation form
April 7, 2026 regularly scheduled meeting:	<ul style="list-style-type: none">• The compilation of the manager's evaluation presented to the Commission and public; merit percentage increase and agreement extension is considered

City Manager Performance Evaluation

Presented for ratification by the Commission

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	<u>5</u> of 5
b. Regularly provides accurate, updates/reports concerning matters of importance to the City.	<u>5</u> of 5
c. Anticipates problems and develops effective approaches for solving them.	<u>5</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	<u>5</u> of 5
e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

2. Commission Relations	Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	<u>5</u> of 5
b. In responding to the requests for information, provides complete, accurate, and timely information equally to all Board members.	<u>5</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	<u>5</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	<u>5</u> of 5
e. Is willing to try new ideas proposed by the Board members	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	<u>5</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	<u>5</u> of 5
c. Demonstrates a dedication to service to the community and its citizens	<u>5</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	<u>5</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	<u>4</u> of 5
Total Rating for this Performance Dimension:	24 of 25
Comments: HE DON'T ENGAGE WITH THE MEDIA, ONLY WHEN THE MEDIA CALL OR COME TO C.F.I HALL:	

4. Policy Execution	Rating
a. Understands, supports, and enforces the city's ordinances, policies, and procedures.	<u>5</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the board.	<u>5</u> of 5
c. Implements Commission actions in accordance with the intent of the Commission.	<u>5</u> of 5
d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City.	<u>5</u> of 5
e. Helps internal and external stakeholders to achieve common objective within the parameters of established Commission policies.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

City Manager Performance Evaluation

5. Intergovernmental Relations	Ratings:
a. Promotes a positive working relationship with other governmental entities.	<u>5</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	<u>5</u> of 5
c. Positively and effectively represents the City and its interest when working with other governmental agencies.	<u>5</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	<u>5</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	<u>5</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.	<u>5</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	<u>5</u> of 5
d. Stays accurately informed and concerned about employee relations.	<u>5</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

7. Fiscal Management	Ratings:
a. Prepares a balance budget to provide services at a level directed by the commission.	<u>5</u> of 5
b. Ensures that the budget meets the operational needs of the city and makes the best possible use of available funds.	<u>5</u> of 5
c. Prepares the budget in an intelligent but readable format.	<u>5</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

8. Planning and Organizational Development	Ratings:
a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the city.	<u>5</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first thing first" in support of its strategic plan.	<u>5</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the city's resources.	<u>5</u> of 5
d. Has a capacity for and encourages innovation.	<u>5</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

City Manager Performance Evaluation

9. Leadership and Decision-Making	Ratings:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	<u>5</u> of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	<u>5</u> of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	<u>5</u> of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	<u>5</u> of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

10. Individual Characteristics	Ratings:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	<u>5</u> of 5
b. Ensures that all business conducted by the city is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	<u>5</u> of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	<u>5</u> of 5
d. Has the capacity to listen to others and to recognize their interest.	<u>5</u> of 5
e. Avoids political positions, partisanship, and unnecessary controversy	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	25	of 25
2. Commission Relations	25	of 25
3. Citizen and Public Relations	24	of 25
4. Policy Execution	25	of 25
5. Intergovernmental Relations	25	of 25
6. Staffing and Management	25	of 25
7. Fiscal Management	25	of 25
8. Planning and Organizational Development	25	of 25
9. Leadership and Decision-Making	25	of 25
10. Individual Characteristics	25	of 25

Total Score: 249 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 4.98 of 5

Evaluator's Signature: _____ Date: _____

City Manager Performance Evaluation

City Manager's Name: Leandre Camel

Commissioner's Name: McKelvin

Evaluation Period: January 2025 to January 2026

Evaluation Date:

Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate and provide comments as applicable of the City Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resource Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The Individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline:

First regularly scheduled meeting in March 3, 2026:	<ul style="list-style-type: none">• Mayor distributes the City Manager's performance evaluation form
Return for Scoring: March 13, 2026	<ul style="list-style-type: none">• Commissioners are encouraged to meet with the manager to individually discuss their evaluation• Deadline for completion of the performance evaluation form
April 7, 2026 regularly scheduled meeting:	<ul style="list-style-type: none">• The compilation of the manager's evaluation presented to the Commission and public; merit percentage increase and agreement extension is considered

City Manager Performance Evaluation

Presented for ratification by the Commission

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	<u>5</u> of 5
b. Regularly provides accurate, updates/reports concerning matters of importance to the City.	<u>5</u> of 5
c. Anticipates problems and develops effective approaches for solving them.	<u>5</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	<u>5</u> of 5
e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

2. Commission Relations	Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	<u>5</u> of 5
b. In responding to the requests for information, provides complete, accurate, and timely information equally to all Board members.	<u>5</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	<u>4</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	<u>5</u> of 5
e. Is willing to try new ideas proposed by the Board members	<u>5</u> of 5
Total Rating for this Performance Dimension:	24 of 25
Comments:	

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	<u>5</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	<u>4</u> of 5
c. Demonstrates a dedication to service to the community and its citizens	<u>5</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	<u>5</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	<u>5</u> of 5
Total Rating for this Performance Dimension:	24 of 25
Comments:	

4. Policy Execution	Rating
a. Understands, supports, and enforces the city's ordinances, policies, and procedures.	<u>5</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the board.	<u>5</u> of 5
c. Implements Commission actions in accordance with the intent of the Commission.	<u>5</u> of 5
d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City.	<u>5</u> of 5
e. Helps internal and external stakeholders to achieve common objective within the parameters of established Commission policies.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

City Manager Performance Evaluation

5. Intergovernmental Relations	Ratings:
a. Promotes a positive working relationship with other governmental entities.	<u>4</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	<u>5</u> of 5
c. Positively and effectively represents the City and its interest when working with other governmental agencies.	<u>5</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	<u>5</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	<u>5</u> of 5
Total Rating for this Performance Dimension:	24 of 25
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	<u>4</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.	<u>4</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	<u>5</u> of 5
d. Stays accurately informed and concerned about employee relations.	<u>5</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	<u>5</u> of 5
Total Rating for this Performance Dimension:	23 of 25
Comments:	

City Manager Performance Evaluation

7. Fiscal Management	Ratings:
a. Prepares a balance budget to provide services at a level directed by the commission.	<u>5</u> of 5
b. Ensures that the budget meets the operational needs of the city and makes the best possible use of available funds.	<u>5</u> of 5
c. Prepares the budget in an intelligent but readable format.	<u>5</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

8. Planning and Organizational Development	Ratings:
a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the city.	<u>5</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first thing first" in support of its strategic plan.	<u>5</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the city's resources.	<u>4</u> of 5
d. Has a capacity for and encourages innovation.	<u>5</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	<u>5</u> of 5
Total Rating for this Performance Dimension:	24 of 25
Comments:	

City Manager Performance Evaluation

9. Leadership and Decision-Making	Ratings:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	<u>5</u> of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	<u>5</u> of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	<u>5</u> of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	<u>5</u> of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

10. Individual Characteristics	Ratings:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	<u>5</u> of 5
b. Ensures that all business conducted by the city is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	<u>5</u> of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	<u>5</u> of 5
d. Has the capacity to listen to others and to recognize their interest.	<u>5</u> of 5
e. Avoids political positions, partisanship, and unnecessary controversy	<u>5</u> of 5
Total Rating for this Performance Dimension:	25 of 25
Comments:	

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	25	of 25
2. Commission Relations	20	of 25
3. Citizen and Public Relations	24	of 25
4. Policy Execution	25	of 25
5. Intergovernmental Relations	24	of 25
6. Staffing and Management	23	of 25
7. Fiscal Management	25	of 25
8. Planning and Organizational Development	24	of 25
9. Leadership and Decision-Making	25	of 25
10. Individual Characteristics	25	of 25

Total Score: 244 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 4.88 of 5

Evaluator's Signature: _____

Date: _____

3/12/26

CITY MANAGER PERFORMANCE EVALUATION

City Manager's Name: Leondrae D. Camel
Commissioner's Name: Albert L. Polk IV
Evaluation Period: January 2025 to January 2026
Evaluation Date: March 13, 2026

Evaluation Instructions

This form shall be completed by each member of the Commission to evaluate and provide comments as applicable of the City Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resource Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline

- First regularly scheduled meeting in March 3, 2026:** Mayor distributes the City Manager's performance evaluation form.
- Return for Scoring: March 13, 2026:** Commissioners are encouraged to meet with the manager to individually discuss their evaluation. Deadline for completion of the performance evaluation form.
- April 7, 2026 regularly scheduled meeting:** The compilation of the manager's evaluation presented to the Commission and public; merit percentage increase and agreement extension is considered.

Presented for ratification by the Commission

1. Professional Skills and Expertise

Criteria	Rating (1-5)
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5
b. Regularly provides accurate, updates/reports concerning matters of importance to the City.	4
c. Anticipates problems and develops effective approaches for solving them.	5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	5
e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	5
Total Rating for this Performance Dimension:	24 / 25
Comments:	

2. Commission Relations

Criteria	Rating (1-5)
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. In responding to the requests for information, provides complete, accurate, and timely information equally to all Board members.	5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	5
e. Is willing to try new ideas proposed by the Board members.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

3. Citizen and Public Relations

Criteria	Rating (1-5)
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	5
b. Is willing to meet with members of the community and is responsive to their concerns.	5
c. Demonstrates a dedication to service to the community and its citizens.	5
d. Expresses information orally in a clear and concise manner when making public presentations.	5
e. Is skillful with the news media, proactively providing information that is important to the public.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

4. Policy Execution

Criteria	Rating (1-5)
a. Understands, supports, and enforces the city's ordinances, policies, and procedures.	5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the board.	5
c. Implements Commission actions in accordance with the intent of the Commission.	5
d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City.	4
e. Helps internal and external stakeholders to achieve common objective within the parameters of established Commission policies.	5
Total Rating for this Performance Dimension:	24 / 25
Comments:	
<p>The Commission passed an ordinance for multimedia mass text messaging to residents. I would like to see this implemented on a grand scale. I will follow up with the City Manager via email in the coming days to clarify expectations from the Commission. I also take responsibility for not following up sooner.</p>	

5. Intergovernmental Relations

Criteria	Rating (1-5)
a. Promotes a positive working relationship with other governmental entities.	5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	5
c. Positively and effectively represents the City and its interest when working with other governmental agencies.	5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	5
e. Is willing to share resources or information with other governmental agencies as appropriate.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

6. Staffing and Management

Criteria	Rating (1-5)
a. Recruits and retains competent personnel for City positions.	5
b. Is aware of staff weaknesses and works to improve their performance.	5
c. Promotes training and development opportunities for employees at all levels of the organization.	5
d. Stays accurately informed and concerned about employee relations.	5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

7. Fiscal Management

Criteria	Rating (1-5)
a. Prepares a balance budget to provide services at a level directed by the commission.	5
b. Ensures that the budget meets the operational needs of the city and makes the best possible use of available funds.	5
c. Prepares the budget in an intelligent but readable format.	5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

8. Planning and Organizational Development

Criteria	Rating (1-5)
a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the city.	5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first thing first" in support of its strategic plan.	5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the city's resources.	5
d. Has a capacity for and encourages innovation.	5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	5
Total Rating for this Performance Dimension:	25 / 25
Comments:	

9. Leadership and Decision-Making

Criteria	Rating (1-5)
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	5
Total Rating for this Performance Dimension:	25 / 25
<p>Comments:</p> <p>The Manager has verbally recognized commissioner driven initiatives in the past and I appreciate it. Being more consistent with that recognition would give commissioners a greater sense of accomplishment and ownership, especially since we do not have districts. It reinforces that we are active visionaries, not simply voters, and just as impactful as the Manager. It would present us as truly operating as a team. Just my suggestion.</p>	

10. Individual Characteristics

Criteria	Rating (1-5)
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5
b. Ensures that all business conducted by the city is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	5
d. Has the capacity to listen to others and to recognize their interest.	5
e. Avoids political positions, partisanship, and unnecessary controversy.	5
Total Rating for this Performance Dimension:	25 / 25
<p>Comments:</p>	

Evaluation Summary

Performance Dimension	Overall Rating
1. Professional Skills and Expertise	24 / 25
2. Commission Relations	25 / 25
3. Citizen and Public Relations	25 / 25
4. Policy Execution	24 / 25
5. Intergovernmental Relations	25 / 25
6. Staffing and Management	25 / 25
7. Fiscal Management	25 / 25
8. Planning and Organizational Development	25 / 25
9. Leadership and Decision-Making	25 / 25
10. Individual Characteristics	25 / 25
Total Score (Out of 250):	
248	

Total Average Rating: 4.96 of 5



Evaluator's Signature

March 13, 2026

Date

City Manager Performance Evaluation

City Manager's Name: Leondrae Camel

Commissioner's Name: Betty Barnard

Evaluation Period: January 2025 to January 2026

Evaluation Date: _____

Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate and provide comments as applicable of the City Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resource Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The Individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline:

<p>First regularly scheduled meeting in March 3, 2026:</p>	<ul style="list-style-type: none"> • Mayor distributes the City Manager's performance evaluation form
<p>Return for Scoring: March 13, 2026</p>	<ul style="list-style-type: none"> • Commissioners are encouraged to meet with the manager to individually discuss their evaluation • Deadline for completion of the performance evaluation form
<p>April 7, 2026 regularly scheduled meeting:</p>	<ul style="list-style-type: none"> • The compilation of the manager's evaluation presented to the Commission and public; merit percentage increase and agreement extension is considered

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	<u>25</u>	of 25
2. Commission Relations	<u>25</u>	of 25
3. Citizen and Public Relations	<u>25</u>	of 25
4. Policy Execution	<u>25</u>	of 25
5. Intergovernmental Relations	<u>25</u>	of 25
6. Staffing and Management	<u>25</u>	of 25
7. Fiscal Management	<u>25</u>	of 25
8. Planning and Organizational Development	<u>25</u>	of 25
9. Leadership and Decision-Making	<u>25</u>	of 25
10. Individual Characteristics	<u>25</u>	of 25

Total Score: 250 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 5 of 5

Evaluator's Signature: Betty Barnard Date: 3-13-2026

City Manager Performance Evaluation

Presented for ratification by the Commission

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	<u>5</u> of 5
b. Regularly provides accurate, updates/reports concerning matters of importance to the City.	<u>5</u> of 5
c. Anticipates problems and develops effective approaches for solving them.	<u>5</u> of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	<u>5</u> of 5
e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

2. Commission Relations	Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	<u>5</u> of 5
b. In responding to the requests for information, provides complete, accurate, and timely information equally to all Board members.	<u>5</u> of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	<u>5</u> of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	<u>5</u> of 5
e. Is willing to try new ideas proposed by the Board members	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	<u>5</u> of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	<u>5</u> of 5
c. Demonstrates a dedication to service to the community and its citizens	<u>5</u> of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	<u>5</u> of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

4. Policy Execution	Rating
a. Understands, supports, and enforces the city's ordinances, policies, and procedures.	<u>5</u> of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the board.	<u>5</u> of 5
c. Implements Commission actions in accordance with the intent of the Commission.	<u>5</u> of 5
d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City.	<u>5</u> of 5
e. Helps internal and external stakeholders to achieve common objective within the parameters of established Commission policies.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

5. Intergovernmental Relations	Ratings:
a. Promotes a positive working relationship with other governmental entities.	<u>5</u> of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	<u>5</u> of 5
c. Positively and effectively represents the City and its interest when working with other governmental agencies.	<u>5</u> of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	<u>5</u> of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	<u>5</u> of 5
b. Is aware of staff weaknesses and works to improve their performance.	<u>5</u> of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	<u>5</u> of 5
d. Stays accurately informed and concerned about employee relations.	<u>5</u> of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

7. Fiscal Management	Ratings:
a. Prepares a balance budget to provide services at a level directed by the commission.	<u>5</u> of 5
b. Ensures that the budget meets the operational needs of the city and makes the best possible use of available funds.	<u>5</u> of 5
c. Prepares the budget in an intelligent but readable format.	<u>5</u> of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	<u>5</u> of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

8. Planning and Organizational Development	Ratings:
a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the city.	<u>5</u> of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing “first thing first” in support of its strategic plan.	<u>5</u> of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the city’s resources.	<u>5</u> of 5
d. Has a capacity for and encourages innovation.	<u>5</u> of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

City Manager Performance Evaluation

9. Leadership and Decision-Making	Ratings:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	<u>5</u> of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	<u>5</u> of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	<u>5</u> of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	<u>5</u> of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

10. Individual Characteristics	Ratings:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	<u>5</u> of 5
b. Ensures that all business conducted by the city is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	<u>5</u> of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	<u>5</u> of 5
d. Has the capacity to listen to others and to recognize their interest.	<u>5</u> of 5
e. Avoids political positions, partisanship, and unnecessary controversy	<u>5</u> of 5
Total Rating for this Performance Dimension:	<u>25</u> of 25
Comments:	

RESOLUTION NO. 13-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ADOPT A MARKETING, COMMUNICATIONS, AND BRAND IDENTITY POLICY; PROVIDING FOR IMPLEMENTATION BY THE CITY MANAGER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay (“City”) recognizes the importance of effective communication, transparency, and community engagement in delivering high-quality municipal services; and

WHEREAS, a unified brand identity and communications strategy would promote civic pride, economic opportunity, and a positive public perception of the City; and

WHEREAS, the City Commission of the City of South Bay desires to establish consistent standards for City marketing, communications, and brand identity to ensure alignment across all departments and public-facing communications, as set forth in Exhibit “A”; and

WHEREAS, the proposed Marketing, Communications, and Brand Identity Policy seeks to establish guidelines for branding, digital accessibility, community engagement, and coordinated communications across the City organization; and

WHEREAS, implementation of a policy will support improved transparency, accessibility, and engagement with residents, businesses, and visitors while utilizing existing City resources.

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

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

Section 2. Authorization of the City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to adopt a Marketing, Communications, and Brand Identity Policy, consistent with Exhibit “A” attached hereto.

Section 3. Reporting of City Commission. The City Manager shall provide periodic updates to the City Commission regarding implementation progress and measurable outcomes associated with the policy.

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

PASSED and **ADOPTED** this 7th day of April 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

CITY OF SOUTH BAY

MARKETING, COMMUNICATIONS, AND BRAND IDENTITY POLICY

Section 1. Purpose

The purpose of this policy is to establish a consistent and strategic approach to marketing, communications, and brand identity for the City of South Bay. This policy is intended to guide the development, management, and stewardship of the City's visual identity, messaging, digital presence, and storytelling to enhance public engagement, transparency, and civic pride.

The City of South Bay is a unique and historic community within Palm Beach County with approximately 5,000 residents and more than 1,000 households. The City is known for its cultural diversity, rich agricultural heritage, and historical significance, including its resilience following the 1928 hurricane and the legacy of the Flagler Railroad.

Through this policy, the City seeks to ensure that its brand and communications reflect the values of transparency, engagement, achievement, and forward progress while promoting the City as a vibrant and welcoming community for residents, businesses, and visitors.

Section 2. Policy Statement

The City of South Bay shall maintain a coordinated and professional communications and marketing program that promotes the City's services, initiatives, history, and accomplishments.

All City departments shall adhere to established brand standards and communication procedures to ensure consistency, accuracy, and alignment with the City's mission and values.

The City recognizes that effective branding and communication are essential tools for:

- A. Promoting public trust and transparency
- B. Strengthening community identity
- C. Supporting economic development and tourism
- D. Improving accessibility and public engagement
- E. Communicating municipal services and achievements

Section 3. Scope

This policy applies to:

- A. All City departments and divisions
- B. City Commission communications when representing official City business
- C. Public-facing materials produced by the City, including:
 - 1. Websites
 - 2. Social media platforms
 - 3. Reports and publications
 - 4. Flyers, brochures, and marketing materials
 - 5. Press releases and media communications
 - 6. Signage and promotional assets
 - 7. Video and digital content

Section 4. Brand Identity Framework

The City shall maintain a unified brand identity that reflects the character and history of South Bay while promoting a modern and forward-looking image.

Brand identity elements may include:

- A. Official City logo and seal
- B. Color palette and design standards
- C. Typography and formatting standards
- D. Photography guidelines representing community diversity
- E. Taglines or messaging statements
- F. Storytelling themes highlighting local history, culture, and progress

The City may adopt a **City Style and Brand Manual** to guide the consistent application of these elements across departments and communications.

Section 5. Brand Assessment and Strategic Planning

The City Manager or designee may periodically conduct a brand assessment to evaluate the City's public perception and communications effectiveness.

Assessment tools may include:

- A. Community surveys
- B. Stakeholder interviews
- C. Public listening sessions
- D. Media and digital engagement analysis
- E. Research conducted by advisory committees or consultants

Findings from these assessments shall inform branding goals, communications priorities, and marketing initiatives.

Section 6. Communications Governance

To ensure brand alignment and consistency:

- 1. Central Coordination**

The City Manager or designee shall oversee City communications and branding activities.

- 2. Departmental Participation**

Each department shall designate a staff liaison responsible for coordinating marketing and communications efforts with the central communications function.

- 3. Content Review**

Public-facing communications may be reviewed through a standardized process to ensure alignment with City branding and messaging standards.

- 4. Communications Coordination Group**

The City Manager may establish a City Communications Committee composed of departmental representatives or consultants to support continuous improvement and alignment.

Section 7. Digital Accessibility

All public-facing digital content produced by the City must comply with federal digital accessibility standards.

The City shall work toward compliance with:

- A. Web Content Accessibility Guidelines (WCAG) 2.1 Level AA**, or successor standards
- B. Applicable federal accessibility requirements established by the U.S. Department of Justice**

Departments responsible for digital content shall ensure websites, documents, and online applications are accessible to individuals with disabilities.

Section 8. Community Engagement and Research

The City recognizes residents and stakeholders as essential partners in shaping the City's identity.

The City may conduct engagement activities including:

- A. Resident and business surveys**
- B. Public workshops or listening sessions**
- C. Community advisory committees**
- D. Digital engagement initiatives**

Feedback collected through these efforts may inform brand development, messaging priorities, and community storytelling.

Section 9. Marketing and Storytelling

City communications should highlight:

- A. Community history and cultural heritage
- B. Local businesses and economic opportunities
- C. City services and programs
- D. Community events and achievements
- E. Stories of residents, organizations, and civic engagement

The City may utilize traditional media, digital platforms, and community outreach initiatives to share these stories and promote civic pride.

Existing messaging initiatives, including the City's tagline "**Let's Grow Together,**" may be incorporated into communications where appropriate.

Section 10. Brand Campaigns and Naming Initiatives

The City may implement marketing campaigns to enhance recognition of South Bay as a destination and community.

Potential initiatives may include:

- A. Branding monikers such as "**SoBay**" or "**SBFL**"
- B. Thematic campaigns highlighting agriculture, heritage, or community identity
- C. Visual storytelling through photography and digital media

Any official branding campaigns shall be subject to review and approval through the City's administrative processes prior to implementation.

Section 11. Implementation and Launch

Branding and communications initiatives may be implemented using a phased approach.

Phase I - Internal Alignment

- Employee training on branding standards
- Distribution of templates, toolkits, and the City Style & Brand Manual
- Departmental integration of brand guidelines

Phase II - Public Launch

- Public introduction of branding initiatives
- Media outreach and digital communications
- Community engagement and outreach

Phase III - Evaluation and Refinement

- Monitoring public response and engagement metrics
- Evaluating website accessibility and communications performance

- Adjusting strategies based on feedback and measurable outcomes

Section 12. Performance Measurement

The City may evaluate the effectiveness of its communications and branding efforts through measurable indicators including:

- A. Website accessibility compliance
- B. Media coverage and engagement
- C. Social media interaction
- D. Public participation in City initiatives
- E. Employee awareness and adoption of brand standards

These metrics will support continuous improvement of the City's communications strategy.

Section 13. Authority and Administration

This policy shall be administered by the **City Manager or designee**, who shall establish procedures necessary to implement the policy.

The City Manager may develop administrative guidelines, templates, and operational procedures consistent with this policy.

RESOLUTION NO. 14-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY PURCHASE OF AN AIR CONDITIONER UNIT FROM ABUNDANT AIR HEATING & COOLING INC, FOR AN AMOUNT OF \$21,689.00; 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 Hall is in need of immediate replacement of its Air Conditioning unit within the City Hall chambers; and

WHEREAS, on March 13, 2026, Abundant Air Heating & Cooling Inc submitted a quote in the amount of Twenty-One Thousand Six Hundred Eighty-Nine Dollars (\$21,689.00) to replace the City Hall Air Conditioning unit within the commission chambers; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the City of South Bay's Code of Ordinances, by the City Manager up to the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, due to the immediate emergency nature of needing an air conditioner unit for the City Commission Chambers, the City Manager is requesting that the City Commission of the City of South Bay approves and ratifies the purchase of an air conditioner unit pursuant to the invoice and amount set forth in Exhibit "A"; and

WHEREAS, further, the City of South Bay desires that the City Commission waives the purchasing authority cap for the City Manager due to the emergency nature for the Air Conditioning unit as a part of its emergency approval; and

WHEREAS, the City Commission finds that ratifying an emergency purchase for the replacement of the Air Conditioning unit for City Hall is in the best interests of the residents of the City.

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

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

Section 2. Ratification of City Manager. The City Commission of the City of South Bay hereby ratifies the City Manager’s emergency purchase of an Air Conditioner Unit from Abundant Air Heating & Cooling Inc for an amount of \$21,689.00, as set forth in Exhibit “A” hereto. The City Commission hereby waives the emergency purchase cap for the City Manager due to the emergency nature of the purchase.

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

PASSED and ADOPTED this 7th day of April 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT

THIS IS AN AGREEMENT, dated the __ day of _____, 2026, between:

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

and

ABUNDANT AIR HEATING & COOLING 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 the air conditioning (A/C) unit within City Hall Chambers.
- 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 Twenty One-Thousand Six Hundred Eighty Nine Dollars (\$21,689.00).

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

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

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

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

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

Copy To: Burnadette Norris-Weeks, City Attorney

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

CONTRACTOR: Melvin Stinson Sr., Owner
Abundant Air Heating & Cooling Inc
1295 Summit Run Circle
West Palm Beach, FL 33415

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:

Olivia Mejia, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Melvin Stinson Sr., Owner
Abundant Air Heating & Cooling 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 _____, 2026.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ABUNDANT AIR HEATING & COOLING INC

Filing Information

Document Number P07000121336
FEI/EIN Number 26-1383390
Date Filed 11/07/2007
State FL
Status ACTIVE

Principal Address

1295 SUMMIT RUN CIRCLE
WEST PALM BEACH, FL 33415

Mailing Address

1295 SUMMIT RUN CIRCLE
WEST PALM BEACH, FL 33415

Registered Agent Name & Address

STINSON, MELVIN DSR.
1295 SUMMIT RUN CIRCLE
WEST PALM BEACH, FL 33415

Name Changed: 03/24/2009

Address Changed: 03/24/2009

Officer/Director Detail

Name & Address

Title President

STINSON, MELVIN, Sr.
1295 SUMMIT RUN CIRCLE
WEST PALM BEACH, FL 33415

Title Director

Stinson, Leticia
1295 Summit Run Circle
West Palm Beach, FL 33415

Title Director

Stinson, Evan
1295 SUMMIT RUN CIRCLE
WEST PALM BEACH, FL 33415

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	04/10/2024
2025	04/25/2025

Document Images

04/25/2025 -- ANNUAL REPORT	View image in PDF format
04/10/2024 -- ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
04/17/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
04/23/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
04/01/2018 -- ANNUAL REPORT	View image in PDF format
04/09/2017 -- ANNUAL REPORT	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/02/2014 -- ANNUAL REPORT	View image in PDF format
03/17/2013 -- ANNUAL REPORT	View image in PDF format
03/30/2012 -- ANNUAL REPORT	View image in PDF format
04/08/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
11/07/2007 -- Domestic Profit	View image in PDF format

DATE OF INVOICE	INVOICE NO	DESCRIPTION	AMOUN AS RENDERED	DISCOUNTS	NET AMOUNT
03/13/2026	3102026		21,689.00	0.00	21,689.00
CITY OF SOUTH BAY			21,689.00	0.00	\$21,689.00

CITY OF SOUTH BAY
 335 S.W. 2ND AVE.
 SOUTH BAY, FL 33493

BANK OF BELLE GLADE
 BELLE GLADE, FLORIDA

63-124870

GENERAL FUND OPERATING ACCOUNT

DATE	CHECK #	AMOUNT
03/13/2026	17530	\$21,689.00

VOIDED AFTER 120 DAYS

Pay: Twenty-one thousand six hundred eighty-nine dollars and no cents

TO ABUNDANT AIR HEATING & COOLING INC
 THE 1295 Summit Run Circle
 ORDER WEST PALM BEACH, FL 33415
 OF

~~NOT NEGOTIABLE~~
 NOT NEGOTIABLE
[Signature]

⑆017530⑆ ⑆067001246⑆ 2090155502⑆

**CITY OF SOUTH BAY
CHECK REQUEST**

Date: 3/10/2026

Requesting Department: GENERAL GOVERNMENT

Charge to:	Fund	Department	Division	Function	Project	Object Code
	001	191			519000	

Vendor Name: ABUNDANT AIR HEATING & COOLING INC.

Address: 1295 SUMMIT RUN CIRCLE

City, State, Zip: WEST PALM BEACH FL 33415

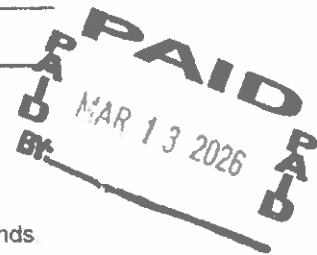
Telephone #: 561-506-6689

Fax #: _____

Name of vendor representative: _____

Please issue a check in the amount of \$21,689.00

amount requested is supported by sufficient unencumbered balance of duly appropriated funds.



Purpose of remittance: INVOICE # 3102026

NEW 7.5 TON AC UNIT FOR COMMISSION CHAMBERS

Attach copies of any written quotes, order forms or other documentation supporting this request.

Department Director Approval Date

NS 3/13/26
Finance Director - Certifies that actual funds are available Date

YES NO

Approved By _____ Date
City Manager



Abundant Air

HEATING & COOLING INC.

1295 Summit Run Circle West Palm Beach Fl. 33415
Phone: 561-506-6689

Invoice
03102026
DATE: 03/10/2026

TO:
City of South Bay
335 S.W 2nd Avenue
South Bay, Fl 33493

SHIP TO:
City of South Bay
335 S.W. 2nd Avenue
South Bay, Fl 33493

COMMENTS OR SPECIAL INSTRUCTIONS:

Install a 7.5-ton split A/C system for the City of South Bay Chambers, including 18/8 gauge communication/control wiring between the air handler and condenser to ensure proper system coordination, operation, and compliance with manufacturer specifications.

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	001855	Mr.Camel			Due on Invoice

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	American Standard 7.5 Ton Split system		\$20,489.90
	* Change order install 18/8 wires		\$1,200.00
SUBTOTAL			\$21,689.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$21,689.00

PAID
MAR 13 2026
PAID

Make all checks payable to Abundant Air Heating & Cooling Inc.
If you have any questions concerning this invoice, contact Evan Stinson, 561-506-6689, abundantairhvac@outlook.com

THANK YOU FOR YOUR BUSINESS!

City Of South Bay
 335 S W. 2nd Avenue
 South Bay, FL 33493
 Phone: (561) 996-6751 Fax: (561) 996-7650

Purchase Order

Purchase Order No.	001855
Vendor Number	1465
Vendor Ph/Fax:	

To

ABUNDANT AIR HEATING & COOLING II WEST PALM BEACH, FL 33415
--

Ship to

City Of South Bay 335 S W. 2nd Avenue South Bay, FL 33493

PO Date	Ship Via	F.O.B.	Terms		
02/27/2026					
Buyer Name	Freight Type	Expected Date	Vendor Contact	Remarks	Tax
MASSIH	Added	02/27/2026	001-191-599000		0.00%

Quantity	Vendor Stock #	Description	Unit Cost	Extended
1.00		NEw 7.5 ton AC unit for CHamber	\$20,489.9000	\$20,489.90

Authorized Signature: _____	Sub Total	\$20,489.90
	Discount	\$0.00
	Freight	\$0.00
	Sales Tax	\$0.00
	Total	\$20,489.90



Abundant Air

HEATING & COOLING INC.

Abundant Air Heating & Cooling Inc.
West Palm Beach, Florida 33415
Phone: (561) 315-6856 License
Number: CAC1815893

February 4, 2026

335 SW 2nd Ave,
South Bay, FL 33493

Attention: City Manger Leondrae Camel

Project Name: City of South Bay City Hall Chamber 7.5-ton Split A/C System Change-out

Abundant Air Heating & Cooling Inc. is pleased to provide this quote for the replacement of the existing 7.5-ton Direct Expansion (DX) split system located at the above-referenced site. This quote includes installation pricing for a comprehensive turnkey replacement, which covers the removal and proper disposal of the existing equipment, along with any associated materials or debris. Upon completion of the installation, certified technicians will perform system start-up and ensure proper operation. The proposed pricing and scope of work are further detailed in the equipment specifications and installation outline below.

Mechanical Installation:

Included:

1. During an agreed upon period, Abundant Air Heating & Cooling will shut down and electrically tag-out the existing equipment system and components to be removed.
2. Mechanically and electrically disconnect the existing split systems being replaced and prepare for removal.
3. Remove and properly dispose of the existing equipment, refrigerant & piping and associated material or debris, per current EPA guidelines.
4. Provide Tie Down Details for the 7.5 Condenser Unit.
5. Install a 7.5-ton Trane or approved equal depending on availability.
6. Furnish, fabricate and modify duct work as necessary to connect the new Split System being replaced.
7. Pressurize and perform hold tests on newly installed Split System to ensure system integrity.
8. Reconnect the existing power circuit and wiring to the new Split system.
9. Evacuate and charge new systems with virgin refrigerant.
10. Start up and equipment commissioning of the new system to be performed by a certified technician, upon completion of the installation.
11. Furnish and install new digital thermostat for the new split system.
12. Standard one-year warranty.
13. 1-year parts warranty.
14. Permit acquisition and actual costs for permit fees imposed by municipality.
15. Install new 9.96 kw electric heater.
16. Tie-down straps for the condensing unit.
17. Reconnect existing auxiliary drain pan.
18. Existing AHU hanging threaded rod.
19. Insulate entire suction line and paint.

Not Included:

1. Any after hours or premium time labor. All work to be completed during normal business hours.
2. Any fire alarm related controls, piping, wiring, duct, smoke detectors, relays, panels, integration or other components of any kind. (Duct smoke detectors are assumed to be in place and working)
3. Any drywall or patching of ceiling/ wall where previous unit is removed from.
4. Engineering or drawings of any kind other Wind Load Calculation & Tie Down Detail 5. Any electrical upgrade that may not meet the existing code must be corrected prior to installation.
6. Existing feeder wires are to remain and be reused in the new Unit.
7. Independent test and balance.
8. Roofing of any kind. (Not required in this scope of work)
9. Any changes or additions to the scope of work as described above.
10. Any extra low voltage wires.

PRICING AND ACCEPTANCE

**TOTAL PRICE FOR EQUIPMENT AND INSTALLATION AS SPECIFIED
ABOVE..... \$20,489.90**

CUSTOMER ACCEPTANCE:

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

License Number: CAC1815893

This agreement is subject to Customer's acceptance quoted service. Valid for 30 days from document date March 13, 2026.

We appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Melvin Stinson
President

License Number: CAC1815893



Quote

Taylor Electric and Air Conditioning

509 E. Sagamore Ave. 33440

Phone: (863) 805-8724 Fax: Email: receptionjt@gmail.com

Date: 04-Sep-2024 03:00 PM

QUOTATION NO: 2586

To: City of South Bay

335 SW 2nd Ave, Florida 33493

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
1.00	HVAC labor and material	21,890.00	0.00	21,890.00
Sub Total:				\$ 21,890.00
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 21,890.00

Site Name:

Site Address: 335 SW 2nd Ave South Bay 33493

Contact Name & Phone:

Quote Description Chamber Of Commerce
A/C Replacement

Remove and dispose of existing equipment

Propose to furnish and install:

- *Trane 7.5 ton 3 phase straight cool Condenser Unit (TTA09043AAAE02P)
- *Trane 7.5 ton 3 phase Air Handler (TWE09043AAAP01H)
- *15KW electric heat kit
- *Secondary drain pan
- *SS2 and SS3 condensate safety switches
- *Flush existing line sets with RX11 flush
- *Seal new system to existing duct
- *Permit fee included

Company Note

Commercial: Labor Warranty from date of install; One (1) year Manufacture Warranty from date of install: (Manufacture Guidelines Apply)

Notice to Owner - Terms & Conditions A signature of approval or electronic acceptance is required. All materials are guaranteed to be as specified. All work to be completed in a workmanlike manor according to

today's standard practices. Any alteration or deviation from the above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposed amount. All agreement contingent upon strikes, accidents or delays beyond our control.

X _____ Date: _____

**Signing this quote indicates acceptance.

Wise Air Conditioning LLC
 981 Summit Lake Dr
 West Palm Beach, FL
 33406-9112 USA
 5613154515
 aury@wiseairconditioning.com



Estimate

ADDRESS

City Of South Bay
 335 SW Second Ave
 South Bay
 FL
 33493
 USA

ESTIMATE # 1423
DATE 02/04/2026

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	A/C REPLACEMENT	HVAC SYSTEM REPLACEMENT – SCOPE OF WORK Equipment Provided • Daikin Split System • Outdoor Condensing Unit: Model DC6TE09030 • Indoor Air Handler: Model DAQ09033 • System installed per manufacturer specifications and local city / Florida Mechanical Code Scope of Work Wise Air Conditioning LLC shall furnish all labor, materials, and equipment necessary to complete the following: • Remove and properly dispose of the existing HVAC system • Furnish and install new Daikin split system (indoor and outdoor units) • Set and secure outdoor condensing unit on existing pad	1	19,865.00	19,865.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
------	---------	-------------	-----	------	--------

or approved base

- Install indoor air handler in existing location
- Reconnect to existing ductwork, including necessary minor adjustments for proper fit and airflow
- Reconnect to existing refrigerant line set (flush and pressure test as required)
- Evacuate system, perform deep vacuum, and charge refrigerant per manufacturer specifications
- Reconnect to existing electrical power and control wiring
- Install new condensate drain safety (float switch) as required by code
- Verify proper system operation, airflow, and temperature split
- Start-up, testing, and final system commissioning
- Obtain required city permits and coordinate inspections
- All work performed in compliance with local city codes, Florida Building Code, and manufacturer requirements

Exclusions / Clarifications

- Existing ductwork and refrigerant lines are reused; Wise Air Conditioning LLC is not responsible for any pre-existing or future duct leaks, duct deficiencies, or refrigerant line leaks
- No modifications to duct design, zoning, or airflow balancing unless otherwise noted
- Any concealed or unforeseen conditions are excluded and may require a separate quote

Warranty

- Equipment Warranty: 5 years compressor 1 year parts Manufacturer warranty per

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
------	---------	-------------	-----	------	--------

Daikin terms
 • Labor Warranty: One (1) year
 labor warranty on installation
 workmanship

Acceptance of Work

TOTAL

\$19,865.00

By accepting this proposal, the customer authorizes Wise Air Conditioning LLC to proceed with the work as outlined above.

Accepted By

Accepted Date



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

Betty Barnard

Albert Polk

Barbara King

Leondrae Camel
 City Manager

City Clerk
 Olivia Mejia

Bernadette Norris-Weeks
 City Attorney

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: April 1, 2026
 Ref: Weekly check register

Enclosed, please find the summary of check register as of April 1, 2026 :

General Fund

- Utility:

Comcast	\$ 3,234.38
Verizon	492.08
Nextiva	1,421.93
FPL	7,506.31
PBC Utility Dept	2,772.28

- PBC Sheriff 41,994.34
- Bank of America 3,761.96
- FL Blue 11,381.01
- FL Municipal Insurance 51,860.00
- Grid One 10,540.00
- CAP Government 3,730.00
- Abundant AC Heating 21,689.00
- Barry Slater Inc 9,000.00
- Norris Weeks, PA 28,368.03
- Purchased of supplies, materials and parts 1,686.17
- Payment for various services 13,054.36
- Payroll deduction 4,968.81
- Other 4,149.76

Total \$ 221,610.42

Capital Project Fund

CAP Government & Engineering	\$ 7,434.20
Huurr Homes, LLC	<u>169,917.33</u>
	<u>177,351.53</u>

Sanitation Fund

Goode Company	\$ 61,499.50
	<u>\$ 61,499.50</u>

"An equal Opportunity
 Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

3/27/2026 8:51:52 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-317720	AFLAC	AFLAC	03/27/2026	1,617.13
ACH-34798-326	LIBERTY NATIONAL	LIBERTY NATIONAL	03/27/2026	987.06
ACH-APRIL2026	1394	FLORIDA BLUE	03/27/2026	11,381.01
ACH-W10780072	SOLSTICE BENEFITS IN	SOLSTICE	03/27/2026	491.05
Totals:			Electronic Transactions:	14,476.25
			Total Transactions:	14,476.25

AP Check Register Report
City Of South Bay (CSBFND)

4/1/2026 8:41:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-9928-426	COMCAST	COMCAST	04/01/2026	539.85
Totals:			Electronic Transactions:	539.85
			Total Transactions:	539.85

AP Check Register Report
City Of South Bay (CSBFND)

4/1/2026 9:14:07 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-2526053Q32	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	04/01/2026	51,860.00
Totals:			Electronic Transactions:	51,860.00
			Total Transactions:	51,860.00

AP Check Register Report
City Of South Bay (CSBFND)

3/24/2026 2:54:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-6138044450	VERIZON WIRELESS	VERIZON WIRELESS	03/24/2026	302.58
Totals:			Electronic Transactions:	302.58
			Total Transactions:	302.58

AP Check Register Report

City Of South Bay (CSBFND)

3/24/2026 9:35:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-265416707	COMCAST BUSINESS	COMCAST	03/24/2026	937.15
ACH-8898	1146	VERIZON CONNECT FLEET USA LLC	03/24/2026	189.50
ACH-8960-326	COMCAST	COMCAST	03/24/2026	339.47
Totals:			Electronic Transactions:	1,466.12
			Total Transactions:	1,466.12

AP Check Register Report

City Of South Bay (CSBFND)

3/9/2026 10:32:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-1081-326	COMCAST	COMCAST	03/09/2026	318.88
ACH-9978-326	COMCAST	COMCAST	03/09/2026	559.18
Totals:			Electronic Transactions:	878.06
			Total Transactions:	878.06

AP Check Register Report
City Of South Bay (CSBFND)

3/3/2026 9:47:15 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-9928-326	COMCAST	COMCAST	03/03/2026	539.85
Totals:			Electronic Transactions:	539.85
			Total Transactions:	539.85

AP Check Register Report

City Of South Bay (CSBFND)

3/26/2026 9:08:33 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17532	1143	PPLSI	03/26/2026	34.90
17533	1330	ASSURITY LIFE INSURANCE COMPANY	03/26/2026	467.74
17534	1418	BARRY SLATER INC	03/26/2026	9,000.00
17535	1447	NATIONAL CONSTRUCTION RENTALS	03/26/2026	220.32
17536	1467	JALEN BAIN	03/26/2026	90.00
17537	BANK OF AMERICA, NA	BANK OF AMERICA	03/26/2026	817.29
17538	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	03/26/2026	28,368.03
17539	COLONIAL LIFE PROCES	COLONIAL LIFE	03/26/2026	1,302.43
17540	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	03/26/2026	234.04
17541	LAKE HARDWARE	LAKE HARDWARE	03/26/2026	220.49
17542	MUTUAL OF OMAHA	MUTUAL OF OMAHA	03/26/2026	293.00
17543	NATIONAL NOTARY ASSO	NATIONAL NOTARY ASSOCIATION	03/26/2026	192.21
17544	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	03/26/2026	480.00
17545	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	03/26/2026	20,997.17
17546	SEASON TO SEASON, LL	SEASON TO SEASON PEST MANAGEMENT, LLC	03/26/2026	250.00
17547	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	03/26/2026	68.50
17548	XEROX CORP	XEROX CORPORATION	03/26/2026	270.52
17549	STONY ELECTRICAL LLC	STONY ELECTRICAL CONTRACTOR LLC	03/26/2026	1,150.00
Non-Electronic Transactions:				64,456.64
Total Transactions :				64,456.64

AP Check Register Report
City Of South Bay (CSBFND)

3/25/2026 11:45:46 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17531	1468	NEXTIVA INC.	03/25/2026	1,421.93
Non-Electronic Transactions:				1,421.93
Total Transactions:				1,421.93

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

3/13/2026 3:30:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17530	1465	ABUNDANT AIR HEATING & COOLING INC	03/13/2026	21,689.00
Totals:			Total Transactions :	21,689.00

AP Check Register Report

City Of South Bay (CSBFND)

3/12/2026 8:06:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17515	1359	DEANDRE HOLLEY	03/12/2026	180.00
17516	1449	TREVIPAY	03/12/2026	32.82
17517	1466	MARCELINA CLASSE	03/12/2026	500.00
17518	1467	JALEN BAIN	03/12/2026	180.00
17519	ANDRE L. HAMILTON	ANDRE L. HAMILTON	03/12/2026	2,500.00
17520	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	03/12/2026	1,500.00
17521	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	03/12/2026	62.40
17522	FACC	FLORIDA ASSOCIATION OF CITY CLERKS	03/12/2026	50.00
17523	FDOT	FDOT	03/12/2026	16.32
17524	FEDERAL EXPRESS	FEDERAL EXPRESS	03/12/2026	15.25
17525	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	03/12/2026	268.17
17526	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	03/12/2026	585.00
17527	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	03/12/2026	89.99
17528	CAP GOVERNMENT	CAP GOVERNMENT	03/11/2026	3,730.00
17529	AMAZON CAPITAL SERVI	AMAZON CAPITAL SERVICES	03/11/2026	764.79
Non-Electronic Transactions:				10,474.74
Total Transactions:				10,474.74

AP Check Register Report

City Of South Bay (CSBFND)

3/6/2026 8:26:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17504	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	03/05/2026	1,144.23
17505	FPL	FPL	03/05/2026	7,506.31
17506	GRID ONE ELECTRICAL	GRID ONE ELECTRICAL CONSTRUCTION	03/05/2026	10,540.00
17507	JLH ASSOCIATES	JLH ASSOCIATES	03/05/2026	507.50
17508	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	03/05/2026	2,500.00
17509	LAKE HARDWARE	LAKE HARDWARE	03/05/2026	103.46
17510	MARATHON/MEX BANK	WEX BANK	03/05/2026	1,580.78
17511	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	03/05/2026	20,997.17
17512	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	03/05/2026	2,772.28
17513	STONY ELECTRICAL LLC	STONY ELECTRICAL CONTRACTOR LLC	03/05/2026	1,250.00
17514	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	03/05/2026	635.00
Non-Electronic Transactions:				49,536.73
Total Transactions:				49,536.73

AP Check Register Report

City Of South Bay (CSBFND)

2/27/2026 9:13:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17499	BARBARA KING	BARBARA KING	02/27/2026	344.00
17500	JOE KYLES	JOE KYLES	02/27/2026	300.00
17501	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	02/27/2026	300.00
Non-Electronic Transactions:				944.00
Total Transactions:				944.00

DATE OF INVOICE	INVOICE NO	DESCRIPTION	AMOUNT AS RENDERED	DISCOUNTS	NET AMOUNT
02/12/2026	348-JAN-FEB 202		\$2,944.66		\$2,944.66
CITY OF SOUTH BAY			\$2,944.66		\$2,944.66

CITY OF SOUTH BAY
 335 S.W. 2ND AVE.
 SOUTH BAY, FL 33493

BANK OF BELLE GLADE
 BELLE GLADE, FLORIDA

63-124/670

GENERAL FUND OPERATING ACCOUNT

DATE	CHECK #	AMOUNT
02/27/2026	17502	\$2,944.66

VOIDED AFTER 120 DAYS

Pay: Two thousand nine hundred forty-four dollars and sixty-six cents

NOT NEGOTIABLE

NOT NEGOTIABLE

BANK OF AMERICA

PO BOX 15796
 WILMINGTON, DE 19886

ORDER OF

AP Check Register Report

City Of South Bay (CSBFND)

3/26/2026 10:00:02 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
362	1374	HUURR HOMES LLC	03/26/2026	169,917.33
Non-Electronic Transactions:				169,917.33
Total Transactions:				169,917.33

AP Check Register Report
City Of South Bay (CSBFND)

3/12/2026 12:38:29 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
360	CAP ENGINEERING	CAP ENGINEERING	03/12/2026	6,874.20
361	CAP GOVERNMENT	CAP GOVERNMENT	03/12/2026	560.00
Non-Electronic Transactions:				7,434.20
Total Transactions:				7,434.20

AP Check Register Report

City Of South Bay (CSBFND)

3/26/2026 10:05:51 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
397	1455	GOODE COMPANIES, INC.	03/26/2026	61,499.50
Non-Electronic Transactions:				61,499.50
Total Transactions:				61,499.50



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 L. McKelvin
Vice Mayor

Albert Polk
Treasurer

Betty Barnard

Barbara King

Leondrae D. Camel
City Manager

Olivia Mejia
City Clerk

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

TO: Olivia Mejia, City Clerk
FROM: Leondrae Camel, City Manager

DATE: March 30, 2026

SUBJECT: Reclassification and Salary Range Approval
Administrative and Finance Services Coordinator Position
(formerly Fiscal Analyst and Permit Technician) – Agenda
Discussion Item

Background

As part of the City's ongoing effort to improve operational efficiency and maximize limited municipal resources, staff have conducted an internal review of administrative functions currently performed across the Neighborhood Services and Finance Departments. The review identified overlapping clerical and administrative responsibilities that can be consolidated into a single cross-functional position.

The proposed Administrative and Finance Services Coordinator position merges key duties currently associated with permitting administration, customer service at City Hall, and entry-level financial support functions. This structure is consistent with operational models commonly used by smaller municipalities that must maintain service levels with limited staffing.

Operational Need

The City of South Bay experiences consistent public interaction related to building permits, contractor registrations, inspections, licensing, and general City Hall inquiries. These functions require dedicated administrative support to ensure compliance with regulatory requirements and timely service delivery to residents and businesses.

At the same time, the Finance Department continues to support budget development, financial reporting, purchasing, and grant administration with limited administrative assistance. By integrating finance support functions with permitting administration and front desk operations, the City can create a position that supports both departments while improving workflow coordination.

The creation of this hybrid position will allow the City to:

- Improve customer service and responsiveness at City Hall
- Strengthen administrative oversight of building permit and inspection processes
- Provide additional operational support to the Finance Department during budget preparation and financial reporting periods
- Reduce duplication of clerical functions between departments
- Maintain continuity of operations during staff absences or emergencies

Fiscal Considerations

The recommended salary range for the position is \$40,000 – \$55,000 annually, with a proposed initial hiring range of \$42,000 – \$48,000 depending on qualifications and experience.

This salary range reflects the blended responsibilities of the position, which include:

- Municipal permitting and inspection coordination
- City Hall receptionist and administrative support services
- Entry-level finance and budgetary support functions

Comparable positions in small Florida municipalities with populations similar to South Bay typically fall within this range, particularly when the role includes both permitting and financial administrative responsibilities.

Additionally, the recommended compensation structure allows the City to remain competitive in recruiting qualified candidates while remaining fiscally responsible within the City's personnel budget.

Certification and Professional Development

The position will require the employee to obtain ICC Permit Technician Certification within twelve (12) months of hire, which will enhance the City's compliance with building regulatory standards and improve permitting administration.

Employees may also receive training in municipal financial systems and budget preparation to further support Finance Department operations.

Organizational Efficiency

This approach aligns with best practices for small municipal governments where administrative staff often perform multi-departmental functions. Consolidating these responsibilities into a single classification allows the City to maximize staff capacity while maintaining high levels of public service.

The position will operate under the general supervision of the Finance Director and Neighborhood Services leadership, ensuring coordination between regulatory services and financial administration

Recommendation

Staff respectfully recommends that the City Commission approve:

1. The reclassification of the Fiscal Analyst and Permit Technician to the Administrative and Finance Services Coordinator classification; and
2. The adoption of the recommended salary range of \$40,000 – \$55,000 within the City's personnel pay structure.

Approval of this classification will strengthen administrative capacity within City Hall, improve coordination between departments, and support the City's commitment to efficient and responsive municipal services.

Please feel free to contact my office should the Commission require any additional information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Leondrae D. Camel', with a stylized flourish at the end.

Leondrae D. Camel
City Manager



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City Attorney

"An equal Opportunity
Affirmative Action Employer"

TO: Olivia Mejia, City Clerk

FROM: Leondrae Camel, City Manager

DATE: March 30, 2026

SUBJECT: Organizational Restructuring – Public Works Department Leadership and Establishment of Assistant Director Position- Agenda Discussion Item

Overview

As part of the City's ongoing efforts to strengthen operational efficiency and ensure continuity of leadership, the administration is recommending a restructuring of the Public Works Department leadership model in anticipation of the upcoming retirement of the current Director of Public Works.

This restructuring includes the creation of an Assistant Director of Public Works position that will support departmental operations and ensure a smooth transition of institutional knowledge while maintaining continuity of service delivery to our residents.

Rationale for Restructuring

The Public Works Department is responsible for a wide range of essential municipal services, including roadway maintenance, drainage systems, sanitation coordination, facilities maintenance, fleet operations, and infrastructure support. These services are critical to maintaining public safety, quality of life, and the functionality of the City's infrastructure.

With the anticipated retirement of the current Director, the City has an opportunity to strategically restructure the department to:

- Preserve operational continuity and institutional knowledge
- Maintain strong supervision and oversight of daily operations
- Provide leadership development and succession planning within the department
- Align departmental leadership structure with the size and operational needs of the City
- Improve fiscal efficiency while maintaining service quality

The Assistant Director position will focus on day-to-day operational oversight, staff supervision, project coordination, and implementation of departmental initiatives, while strategic and policy-level oversight will remain with the City Manager's Office.

Operational Benefits

The proposed structure will allow the City to:

- Maintain experienced leadership within the department
- Improve responsiveness to infrastructure and maintenance needs
- Strengthen supervision of departmental staff and field operations
- Enhance coordination of capital projects and maintenance programs
- Support regulatory compliance and operational planning

The position will also serve as a key liaison between departmental operations and executive administration, ensuring effective communication and coordination across City departments.

Fiscal Considerations

The recommended salary range for the Assistant Director of Public Works is:

\$65,000 - \$75,000 annually

The proposed hiring range is:

\$68,000 - \$72,000 depending on qualifications and experience.

This range was developed based on a review of comparable Florida municipalities, particularly smaller and mid-sized cities with similar operational profiles. Assistant Public Works leadership positions in Florida generally range from **\$90,000 to \$110,000**, with smaller municipalities typically falling slightly below large metropolitan jurisdictions.

The recommended salary band positions the City of South Bay to remain competitive in attracting qualified candidates while remaining fiscally responsible.

Long-Term Organizational Efficiency

This restructuring also provides the City with flexibility for future organizational planning. As the department evolves, the Assistant Director role can function as the operational lead for Public Works while policy and strategic oversight remain centralized within executive administration.

This approach is consistent with management structures used in many smaller municipalities and may provide potential long-term cost efficiencies compared to maintaining a full executive-level director position.

Recommendation

It is recommended that the City Commission:

1. Approve the restructuring of the Public Works leadership model to include the position of Assistant Director of Public Works.
2. Approve the salary range of \$65,000 - \$75,000, with a recommended hiring range of \$68,000 - \$72,000.

3. Authorize the City Manager to implement the position as part of the City's organizational transition plan.

The administration believes this approach provides a responsible and strategic transition plan that maintains operational stability, supports staff leadership development, and ensures continued delivery of high-quality public services to the residents of South Bay.

Please feel free to contact my office should you have any questions or require additional information.

Leondrae D. Camel



City Manager
City of South Bay