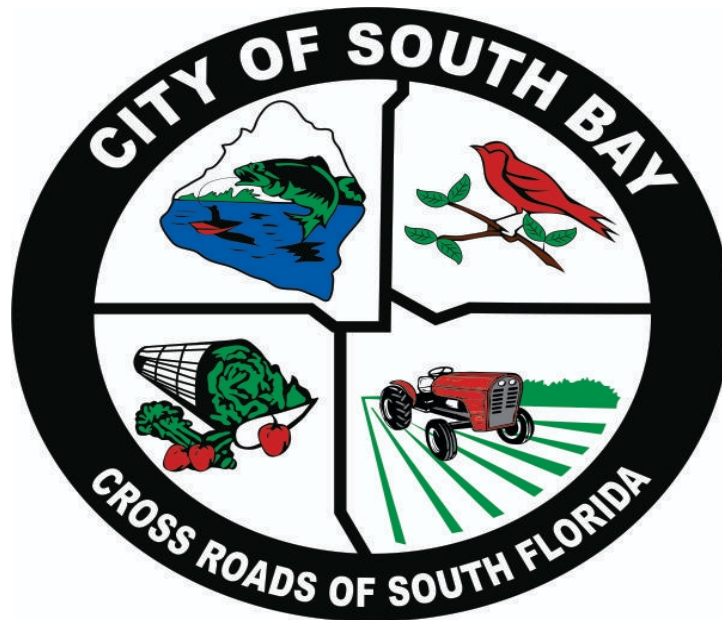




The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

**CITY HALL CHAMBER
TUESDAY, AUGUST 4, 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 Polk

City Manager:	Leondrae D. Camel
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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, AUGUST 4, 2026
6:00 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.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Budget workshop
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 4, 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 Clerk.

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE
2. DISCLOSURE OF VOTING CONFLICTS
3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)

- a. **PBC Heirs Property Program Presentation**

- Pegy Boule-Washington | Director of Economic Sustainability
Housing and Economic Development

- b. **Huurr Homes** , Jason Shlimbaum
1375 NW 1st Avenue Property Purchase

4. ROSENWALD ELEMENTARY SCHOOL

5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

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 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 - July 21, 2026**

- 6.a. Meeting Minutes

- b. **Approval of City Commission Agenda- August 4, 2026**

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

- a. RESOLUTION NO. 33-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A NEIGHBORHOOD SERVICES DEPARTMENT; DEFINING THE PURPOSE AND RESPONSIBILITIES OF SAID DEPARTMENT; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE DEPARTMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- b. RESOLUTION NO. 34-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026-2027 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

- 7.b. SOUTH BAY_CDBG AGREEMENT FY26/27

7.b. COI

- c. RESOLUTION NO. 35-2026**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDACOMMERCE RURAL INFRASTRUCTURE FUND GRANT APPLICATION FOR FISCAL YEAR 2026-2027, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; PROVIDING FOR AN ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

7.c. VBTL RIF GRANT APPLICATION

8. ORDINANCE

- a. ORDINANCE NO. 06-2026**
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 ENTITLED "ELECTIONS", ARTICLE III, SECTION 10-49 ENTITLED "QUALIFICATIONS" TO REQUIRE THAT EACH CANDIDATE FOR CITY COMMISSION BE A RESIDENT OF THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO QUALIFYING FOR ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

8.a. SECOND READING

9. FINANCE REPORT

- a. Accounts Payable Report**
9.a. July 29, 2026 Weekly Check Register

10. CITY CLERK REPORT

- a. Commission Meeting Cancelled-August 18, 2026**
b. Next Commission Meeting- September 1, 2026

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY HALL CHAMBER
TUESDAY, JULY 21, 2026
6:30 PM

Present:

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

Staff

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Olivia Mejia, City Clerk
Cristal Chavarria, Deputy City Clerk
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic Development Director
Jeffery Willis, Assistant Director of Public Works
Rose Hyppolite, Manager of People Operations and Executive Administration

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Affordably Lavish Foundation – Christina Anthony
4. **ADJOURNMENT- 6:58 pm**
Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Barnard

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, JULY 21, 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 July 21, 2026 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

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

Staff:

Leondrae Camel, City Manager
 Burnadette Norris-Weeks, City Attorney
 Olivia Mejia, City Clerk
 Cristal Chavarria, Deputy City Clerk
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Development Director
 Jeffery Willis, Assistant Director of Public Works
 Rose Hyppolite, Manager of People Operations and Executive Administration

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. Gina Levesque, Intake & Compliance Manager, Commission on Ethics
4. **ROSENWALD ELEMENTARY SCHOOL**
5. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:** See recording
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 – June 2, 2026

Approve City Minutes

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

- b. Regular City Workshop and City Meeting

Approval of Meeting Agenda – July 21, 2026

Approve Consent Agenda

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

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

a. RESOLUTION NO. 26-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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	NO

b. RESOLUTION NO. 27-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CANCELING THE TUESDAY, AUGUST 18, 2026, AND TUESDAY, NOVEMBER 3, 2026 REGULARLY SCHEDULED CITY COMMISSION MEETINGS DUE TO THE 2026 PRIMARY AND GENERAL ELECTIONS; 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
Vice-Mayor McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	YES

c. RESOLUTION NO. 28-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USAGE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", BETWEEN FEDERATION OF FAMILIES OF FLORIDA, INC. AND THE CITY OF SOUTH BAY FOR FACILITY USE AT TANNER PARK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

d. RESOLUTION 29-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF SOUTH BAY AND COASTAL NETWORK SOLUTIONS, LLC FOR TECHNICAL SUPPORT OF THE CITY'S COMPUTER NETWORK, ATTACHED HERETO AS EXHBIT "A"; 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	YES
Commissioner King	NO

e. RESOLUTION 30-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LIGHTING BY DESIGN OF FLORIDA LLC FOR THE PROVISIONS OF HOLIDAY DECORATIONS/LIGHTING INSTALLATION AND TREE TRIM WITHIN THE CITY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

f. RESOLUTION 31-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDESTANDING (MOU) BETWEEN HOUSE OF GRACE INTERNATIONAL INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF FOOD DISTRIBUTION AND OTHER COMMUNITY SERVICES ON A MONTHLY BASIS CONSISTENT WITH EXHIBIT "A" ATTACHED HERETO; 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
Vice-Mayor McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	YES

g. RESOLUTION 32-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE TWENTY-FIRST ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A"; 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	YES
Commissioner King	YES

8. ORDINANCE**a. ORDINANCE 06-2026**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 ENTITLED "ELECTIONS", ARTICLE III, SECTION 10-49 ENTITLED "QUALIFICATIONS" TO REQUIRE THAT EACH CANDIDATE FOR CITY COMMISSION BE A RESIDENT OF THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO QUALIFYING FOR ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

**Motion to include additional reinforcements to prove residency and
approve First Reading**

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

9.FINANCE REPORT

a. Accounts Payable Report

9.a. July 15, 2026 Weekly Check Register

10. CITY CLERK REPORT

a. Backpack Giveaway Event – Saturday, August 1, 2026

b. Next Commission Meeting – August 4, 2026

c. FLC 2026 Annual Conference – August 13-15, 2026

11. CITY MANAGER REPORT

a. Proposed Charter Amendment

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS (NONE)

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Barbara King

- Thank you

14.b. Commissioner Betty Barnard

- Thank you

14.c. Commissioner Albert Polk

- Thank you

14.d. Vice-Mayor Taranza McKelvin

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 8:53 pm

Moved by: Vice-Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 33-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A NEIGHBORHOOD SERVICES DEPARTMENT; DEFINING THE PURPOSE AND RESPONSIBILITIES OF SAID DEPARTMENT; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE DEPARTMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") recognizes that strong neighborhoods and informed, engaged residents are essential to maintaining a safe, vibrant, and prosperous community; and

WHEREAS, the City Commission desires to enhance communication between the City of South Bay ("City") and its residents by providing a centralized department responsible for community engagement, neighborhood outreach, resident education, and public information; and

WHEREAS, the City Commission recognizes the importance of coordinating City services with local, county, state, federal, nonprofit, and community partners to maximize resources available to South Bay residents; and

WHEREAS, Section 2-50 of the City of South Bay's Code of Ordinances states: "The city commission may establish departments for orderly performance and administration of city functions and duties"; and

WHEREAS, objectives of the Neighborhood Services Department will include: enhancing communication between the City and residents; promoting civic engagement and public participation; improving neighborhood appearance and quality of life; encouraging voluntary compliance with City codes through education; expanding resident access to governmental resources and assistance programs; promoting transparency through timely public information; strengthening partnerships with governmental agencies and community organizations; supporting economic development, neighborhood revitalization, and community sustainability and promoting a positive image of the City of South Bay through effective marketing and communications; and

WHEREAS, the establishment of a Neighborhood Services Department will improve operational efficiency by consolidating community outreach, public information, code compliance administration, community navigation, marketing, and neighborhood engagement under one department; and

WHEREAS, the City Commission finds that creating the Neighborhood Services Department serves a valid public purpose and is in the best interest of the health, safety, welfare, and quality of life 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. Establishment of the Neighborhood Services Department. The City Commission hereby establishes the Neighborhood Services Department as an official department of the City of South Bay. The Department shall operate under the direction of the City Manager.

Section 3. Purpose. The purpose of the Neighborhood Services Department is to strengthen communication between the City and its residents by promoting neighborhood vitality, community engagement, public education, customer service, and collaborative partnerships while enhancing the overall quality of life throughout the City of South Bay. The Department shall serve as a liaison between residents and municipal government, ensuring that residents have access to information, programs, services, and resources available through the City and its governmental and community partners.

The Neighborhood Services Department is expected to enhance the quality of life for all residents through education, outreach, neighborhood improvement, exceptional customer service, and strategic partnerships that promote a connected, informed, and engaged community.

Section 4. Department Responsibilities. The responsibilities of the Neighborhood Services Department shall include, but are not limited to similar services of:

1. Serving as the City’s primary liaison between residents and municipal government.
2. Educating residents regarding City services and available local, county, state, and federal resources.

3. Assisting residents with accessing governmental and community assistance programs.
4. Coordinating neighborhood outreach and community engagement initiatives.
5. Developing public education campaigns and informational programs.
6. Supervising the City's Code Compliance Division.
7. Supervising Community Navigator staff and community outreach personnel.
8. Coordinating Code Compliance activities and permitting functions as they relate to municipal code enforcement.
9. Managing and maintaining the City's official website.
10. Managing the City's official social media platforms and digital communications.
11. Developing City marketing, branding, and public information initiatives.
12. Preparing newsletters, press releases, public notices, promotional materials, and community communications.
13. Coordinating City-sponsored events, public meetings, and community celebrations.
14. Assisting departments with event planning and public outreach.
15. Representing the City at local, county, regional, state, and other intergovernmental meetings.
16. Developing partnerships with governmental agencies, nonprofit organizations, educational institutions, businesses, and community organizations.
17. Supporting strategic initiatives established by the City Commission and City Manager.
18. Identifying grant opportunities and external resources that benefit City residents.
19. Performing such other duties as assigned by the City Manager consistently with the purposes of the Department.

Section 5. Administration. The City Manager is authorized to organize, administer, and assign personnel for the Neighborhood Services Department, establish operational procedures, and implement programs necessary to carry out the intent of this Resolution, subject to applicable budgetary appropriations and City policies.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of August 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Weeks, 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)

RESOLUTION NO. 34-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026-2027 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County has made available Thirty-Four Thousand One Hundred Sixty-Two Dollars (\$34,162.00) in CDBG funding to the City of South Bay ("City") for the provision of code enforcement services and specifically for the enforcement of applicable housing and building codes; and

WHEREAS, the City intends to utilize the aforementioned CDBG funds to pay all or a portion of the salary and benefits of one (1) full time Code Enforcement Officer; and

WHEREAS, the term of the agreement shall commence on October 1, 2026, and end September 30, 2027; and

WHEREAS, the City Commission of the City of South Bay deems it to be in the best interests of the residents of the City of South Bay to approve the CDBG grant agreement, attached hereto as Exhibit "A".

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute a Community Development Block Grant Agreement for FY 2026-2027 between the City of

South Bay and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient actions to effectuate the intent of this Resolution.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

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

PASSED and ADOPTED this 4th day of August 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

CDBG Agreement - FY 2026-2027

(ATTACHED)



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CODE ENFORCEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2026-2027 CDBG Code Enforcement Agreement (Date issued: 7/8/26)

1. PRINT, SIGN AND RETURN: All documents MUST be Single-sided

- ☐ ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" x 11" ONLY
- ☐ THREE (3) SIGNATURE PAGES IN TOTAL
- ☐ THREE (3) OF EACH CERTIFICATION (Lobbying & Debarment)

NOTE: Sign all documents with blue ink or digital signatures with date & time stamp.

2. SEAL: INCLUDE SEAL ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

- ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by Palm Beach County Risk Management.
- ☐ **SHOW CERTIFICATE HOLDER AS:** "Palm Beach County Board of County Commissioners", C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. SIGNATORY LETTER: LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

- ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. RETURN BY 8/24/2026 TO: (DONOT STAPLE DOCUMENTS)

ATTN: TESSA WATTLEY

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

100 AUSTRALIAN AVENUE, 5TH FLOOR

WEST PALM BEACH, FL 33406

TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CODE ENFORCEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
SOUTH BAY

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **City of South Bay**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **335 SW 2nd Avenue, South Bay, FL 33493**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$34,162** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (B) "**County**" means Palm Beach County.
- (C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
- (D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
- (E) "**HED Approval**" means the written approval of the HED Director or his designee.
- (F) "**HED**" means Palm Beach County Department of Housing & Economic Development.
- (G) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

- (H) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
- (I) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:
1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
 2. An alien who is granted asylum under section 208 of such Act,
 3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
 4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
 5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
 6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.
- (L) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.
- (M) "**Subrecipient**" means the City of South Bay, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame regardless of how many times that individual received a service, during said time frame.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **September 30, 2027** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A"**.

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Code Enforcement

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Rehabilitation and Preservation Activities – Code Enforcement, under 24 CFR 570.202(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit “A” and defined in 24 CFR 570.208(a)(1)(i).

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit “A”. The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **\$34,162**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program.

Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants in VSS. All subconsultant/subcontractor agreements must include a contractual provision requiring that the sub-consultant/subcontractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/subcontractors are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) ASSURANCE STATEMENT

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work

Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be 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 Subrecipient 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 Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

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

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low-and Moderate-Income persons. If the Project is located in an entitlement City/Town, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement.

As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested.

If HUD, the County or any other auditing agency determines that any CDBG funded activity or expense paid are ineligible, the Subrecipient shall reimburse the County for all amounts disallowed. Such reimbursement shall be made within thirty (30) calendar days following the County's written notice to the Subrecipient specifying the amount due.

Additionally, the Subrecipient acknowledges responsibility for ensuring that all activities assisted with CDBG funds comply with all applicable statutory and regulatory requirements, including but not limited to: eligibility requirements under 24 CFR Part 570 and National Objective requirements under 24 CFR § 570.208.

The Subrecipient's reimbursement obligation shall survive the termination or expiration of this Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient. **This subsection shall survive termination or expiration of this Agreement.**

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has 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 Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County'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 Subrecipient's judgement 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 Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by HED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. 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:

Carlos R. Serrano, Deputy Director
 Department of Housing & Economic Development
 100 Australian Avenue, Suite 500
 West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney
 County Attorney's Office
 301 N. Olive Ave (6th floor)
 West Palm Beach, FL 33401

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

Napoleon T. Collins, Neighborhood Service Director
 City of South Bay
 335 SW 2nd Avenue
 South Bay, FL, 33493

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient 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 hereunder shall be performed by the Subrecipient or under its supervision, and all personnel 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 Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants 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 F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants 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 Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, 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 F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

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

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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 thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, 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, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, 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, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. 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 state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient 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 Subrecipient 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 Subrecipient does not transfer the records to the County.

- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient 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 Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient 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 Subrecipient 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. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant 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. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant 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 Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify

Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. **CDBG SPECIFIC REQUIREMENTS**

- A. **Compliance**: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. **Evaluation and Monitoring**: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. **Program Income**: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions)

in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

42. ENTIRETY OF AGREEMENT

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

WITNESS:

SUBRECIPIENT:

CITY OF SOUTH BAY

Signature

Name (type or print)

Signature

Name (type or print)

By: _____
Leondrae D. Camel, City Manager

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown,
Deputy County Administrator

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Timothy J. Carey,
Assistant County Attorney II

By: _____
Carlos R. Serrano,
Deputy Director

EXHIBIT “A”**CODE ENFORCEMENT PROGRAM**
SCOPE OF WORK**1. THE SUBRECIPIENT AGREES TO:**

- A. SCOPE OF WORK:** The Subrecipient shall utilize CDBG funds to carry out code enforcement activities within the boundaries of the Subrecipient’s designated CDBG Code Enforcement Area (“Code Enforcement Area”), as defined herein. Code enforcement must primarily focus on health and safety of citizens, code compliance of businesses, buildings/structures and not just nuisance issues (overgrown lots, junk cars, etc.) and efforts must be undertaken in the Target Area with other public and private activities to arrest the area’s deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activities.

Specifically, CDBG funds will be used to:

Pay all or a portion of the salary and benefits for the following full-time staff: One (1) Code Compliance Officer, (hereinafter referred to as “Officer”), and related expenses to carry out code enforcement activities in the Code Enforcement Area. Expenses eligible for reimbursement are contained herein and in Schedule “IV”. **The Officer specific duties shall include, among other activities:**

- (1) Patrol the Code Enforcement Area for the prevention, detection, investigation and enforcement of violations of laws regulating public nuisance, health, safety and welfare;
- (2) Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes and reporting to state, federal and local agencies when violations are identified;
- (3) Performing on-site inspection of businesses with storage and transport of hazardous wastes and reporting findings to applicable agencies;
- (4) Monitoring public works, business activities, municipal affairs, sign standards, state, federal and local regulations governing air and water quality;
- (5) Researching and maintaining updated applicable building codes;
- (6) Advising citizens and building professionals of zoning and land-use requirements;
- (7) Performing on-site inspections of businesses to ensure that proper licensing is in place;
- (8) Responding to complaints regarding code violations;
- (9) Taking action, including citations, to ensure code compliance when violations are identified and to aid in the prevention of and/or elimination of slum and blight.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting low- and moderate-income persons as an “Area benefit activity” or “LMA”, per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years following Project completion.

The project is located within a HUD-designated Low/Moderate Income Area (LMA) service area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i).

The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The City shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this agreement.

All documentation supporting the Area Benefit qualification shall be retained for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

- C. DETERMINATION OF CODE ENFORCEMENT AREA and IDENTIFICATION of DETERIORATED CONDITIONS:** The CDBG funded code enforcement activity must be concentrated in an area which is largely deteriorated, and specifically defined (the "Code Enforcement Area"). **For purposes of this Agreement the CDBG Code Enforcement Area is in the approximate vicinity bound on the north by Lake Okeechobee and US Highway 27; G2 Canal on the south, SE 4th Avenue on the east and Unincorporated Palm Beach County on the west. The exact geographic limits of the Code Enforcement Area may be more or less than the area noted.** The City must maintain documentation of the existing deteriorated conditions on file. Also, the City will submit, upon request, to HED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the Code Enforcement Area.
- D. CODE COMPLIANCE OFFICER:** As indicated above, the Subrecipient shall employ an Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement and be able to demonstrate the qualifications that enable them to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to HED, the Subrecipient shall submit the following documents:

- (1) Documentation documenting that the position of the Officer (if such position is filled as a new position as a result of this Agreement) was competitively solicited prior to an Officer's appointment to the position, and documenting that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
- (2) Documentation showing the annual or hourly salary paid for the position of the Officer.
- (3) Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
- (4) List of all paid holidays.

E. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

- (1) **Waiver of Subrogation**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. 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, then Municipality shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- (2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- (3) **Right to Revise or Reject**: 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, coverage, or endorsements.

F. INSURANCE BY SUBRECIPIENT'S CONTRACTOR/THIRD PARTY

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the **Contractor to provide the following minimum insurance**:

- (1) **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
 - (a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability**: Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- (4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

- (5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. 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, then Contractor shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

- (6) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

- (7) **Right to Revise or Reject**: 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, coverage, or endorsements.

G. REPORTS: The Subrecipient shall maintain and submit to HED the following reports:

- (1) The **Daily Activity Record**, (attached hereto as Schedule "II") shall be submitted to HED by the 15th day of each month and shall document the actual number and description of the code enforcement activities performed within the designated code enforcement Target Area. This report shall also be submitted with each reimbursement request and shall include all required supporting documentation, including:
- (a) A copy of the **daily time sheets** which account for all time worked by the Officers. The time sheets must also demonstrate the specific tasks undertaken by the Officers on identified properties and the time taken to complete each task.

- (b) Copies of the **payrolls and paychecks** to the Officers corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Subrecipient has paid any employer contributions due (e.g., contribution to FICA health insurance, retirement, etc.).
 - (c) Copies of documents satisfactorily proving that the Subrecipient has paid, on behalf of the employee, **all contributions which are the responsibility of the employer.**
 - (d) Copies of **invoices and any relevant documentation requested** by the County related to the vehicle leases and computer related expenses.
- (2) The **Detailed Monthly Narrative Report**, (attached hereto as Schedule "III") shall be submitted to HED by the 15th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2. of the Detailed Monthly Narrative Report, (Schedule "III") shall detail all program income received by the Subrecipient that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

- H. PROJECT BUDGET:** The Subrecipient shall utilize funds provided under this Agreement to pay for items listed under the CDBG Budget, attached hereto to as Schedule "IV". The Subrecipient attests to the accurate completion of Schedule "IV", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Budget changes within the designated contract amount can be approved in writing by the HED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the HED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

- I. PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Subrecipient shall comply with the following Performance Benchmarks:

- (1) Expend and request reimbursement from the County, of at least 75% **(\$25,621.50)** of funding allocation no later than **July 15, 2027**; and
- (2) Expend 100% of the funding allocation by **September 30, 2027**.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HED.

The Subrecipient agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.

Failure by the Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

The Subrecipient further agrees that HED, in consultation with any parties it deems necessary, shall be the final arbiter of the Subrecipient's compliance with the above.

J. INVOICE AND SUBMISSION FOR REIMBURSEMENT:

- (1) **Invoice Submittal**: The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to HED in order to receive reimbursement of CDBG funds made available under this Agreement.
- (2) **Invoice Processing**: Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. Invoice amounts may vary, but total of all invoices shall not exceed the amount of Grant Funds allocated. Approved invoices shall be sent to the County Finance Department for payment and will be paid within **forty-five (45) days** following the County representative's approval.
- (3) **Reimbursements**: All reimbursement requests shall include an original invoice with the **Invoice Cover sheet**, (attached hereto as Schedule "I") which shall be signed by a person authorized by the Subrecipient to submit invoices and accompanied with a **Daily Activity Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement.
- (4) **Agreement Closeout Period**: Subrecipient shall submit any pending invoices and/or reports, along with any required documents, to the County within **forty-five (45) business days after termination or expiration of the Agreement** in order to close-out the Agreement ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to all performance report(s), shall reflect work required and completed during the Agreement term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the Agreement. Subrecipient's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Subrecipient after the expiration or termination of the Agreement.

2. COUNTY RESPONSIBILITIES:

- A.** Reimburse the Subrecipient an amount not to exceed **\$34,162** for the salary, benefits and other related expenses of the Code Enforcement Program as delineated in the Program Budget (Schedule "IV") attached herein.
- B.** Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

- C.** Monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HED, may be conducted by HED staff or its contractor, and will ensure compliance with HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HED on program activities.
- D.** Assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

TO: **Department of Housing & Economic Development**
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **City of South Bay**
335 SW 2nd Avenue
South Bay, FL, 33493

Telephone: () _____

SUBJECT: **INVOICE REIMBURSEMENT NO. _____**
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice #_____requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Daily Activity Record (Schedule "II")
 Detailed Monthly Narrative Report (Schedule "III")

SCHEDULE "II"**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request _____ Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED AND HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CODE ENFORCEMENT AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
TOTAL HOURS			

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HED.

I further acknowledge that all information herein is subject to verification by HED, Palm Beach County, U.S. HUD or their agents.

(Signature)_____
(Printed Name and Title)_____
(Date)

SCHEDULE "III"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Subrecipient: **City of South Bay**Address: **335 SW 2nd Avenue
South Bay, FL, 33493**

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: 10/1/2026 to 09/30/2027**B.1. CONTRACT FUNDING**

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HED.

	<u>Received This Period</u>	<u>Funding To Date</u>
Program Income:	\$_____	\$_____
Source of Program Income:	_____	

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.

<u>ACTIVITIES</u>	<u>#BENEFICIARIES THIS PERIOD</u>	<u>#BENEFICIARIES YTD</u>	CONTRACT GOAL

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "IV"**PROGRAM BUDGET**

ORGANIZATION: City of South Bay					CONTACT NAME: Napoleon T. Collins				
PROGRAM: Code Enforcement					TITLE: Neighborhood and Service Director				
FY 2026-2027 PALM BEACH COUNTY CDBG					PHONE: 561-996-6751				
A. PERSONNEL EXPENSES									
Salaries:	FTE	Annual Salary	CDBG Funding	% Alloc to Program	SOUTH BAY Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	TOTAL
Code Compliance Officer	1	\$0	\$34,162	100.00%	\$0	0%	\$0		\$34,162
Fringe Benefits:									
FICA			\$0	0.00%	\$2,613	100%	\$0	0%	\$2,613
Retirement			\$0	0.00%	\$1,708	100%	\$0	0%	\$1,708
Health Insurance/Life Insurance			\$0	0.00%	\$6,000	100%	\$0	0%	\$6,000
Workman's Comp			\$0	0.00%	\$500	100%	\$0	0%	\$500
Overtime & Assoc. FICA/Unemployment			\$0	0.00%	\$0	0%	\$0	0%	\$0
Sub-Total Personnel			\$34,162		\$10,821		\$0		\$44,983
B. OPERATING COSTS									
1 Internet Access/l-pads			\$0	0.00%	\$500	100%	\$0	0%	\$500
2 Miscellaneous/ Ins			\$0	0.00%	\$1,350	100%	\$0	0%	\$1,350
3 Communications/Postage/Shipping			\$0	0.00%	\$1,200	100%	\$0	0%	\$1,200
4 Occupancy			\$0	0.00%	\$750	100%	\$0	0%	\$750
Subtotal Operating Costs			\$0		\$3,800		\$0		\$3,800
C. ADMINISTRATIVE COSTS									
			\$0		\$1,870		\$0		\$1,870
TOTAL PROGRAM BUDGET			\$34,162		\$16,491		\$0		\$50,653

EXHIBIT “B”

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. Equal Opportunity Requirements.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor/subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor/subcontractor’s legal duty to furnish information.

(d) The contractor/subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contracts in Excess of the Simplified Acquisition Threshold.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708)

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5. Under [40 U.S.C. 3702](#) of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors/subcontractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), [42 U.S.C. 6962](#), as implemented at [40 CFR part 247](#) and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**(a) Definitions.**

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Domestic Preference for Procurements.

- (a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) **For purposes of this clause:**
- (1) **“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) **“Manufactured products”** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

11. Notice of County Reporting Requirements.

(a) **General.** The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

- (1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.
- (2) Contractor/subcontractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.
- (3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

- (c) **Applicable Reporting Requirements.** Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345.

Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. Records Requirements.

- (a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in [§ 91.520 of this title](#), in which the specific activity is reported on for the final time.
- (b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
- (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

- (1) The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

- 14. False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15. No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.
- 16. Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.
- 17. Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.
- 18. Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.
- Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.
- 19. Affirmative Socioeconomic Steps.** If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.
- 20. Reimbursement:** under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

- 1.** This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- 2.** The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.** This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4.** The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of South Bay**

ADDRESS: **335 SW 2nd Avenue, South Bay, FL, 33493**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Leondrae D. Camel, City Manager

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **City of South Bay**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Leondrae D. Camel, City Manager

Date

CERTIFICATE OF COVERAGE			
Certificate Holder Palm Beach County Board of County Commissioners C/O Department of Housing & Economic Development 100 Australian Ave 5th Floor West Palm Beach, FL 33406		Administrator Florida League of Cities, Inc. Department of Insurance Services P.O. Box 538135 Orlando, Florida 32853-8135	
Issue Date 7/17/26			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0553		COVERAGE PERIOD: FROM 10/1/26	COVERAGE PERIOD: TO 10/1/27 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☐ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$2,500 Automobile Liability ☒ All owned Autos (Private Passenger) ☒ All owned Autos (Other than Private Passenger) ☒ Hired Autos ☒ Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☐ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☒ Agreed Amount ☒ Deductible \$1,000 ☒ Coinsurance 100% ☒ Blanket ☐ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
		TYPE OF COVERAGE - WORKERS' COMPENSATION ☒ Statutory Workers' Compensation ☒ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☒ Deductible 2,500 ☐ SIR Deductible N/A	
Automobile/Equipment - Deductible ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Coverage Verification			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member City of South Bay 335 SW 2nd Avenue South Bay FL 33493		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	

RESOLUTION NO. 35-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDACOMMERCE RURAL INFRASTRUCTURE FUND GRANT APPLICATION FOR FISCAL YEAR 2026-2027, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; PROVIDING FOR AN ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager previously submitted a FloridaCommerce Rural Infrastructure Fund Grant application on an expedited basis in order to meet the grant deadline of July 13, 2026, attached as Composite Exhibit "A"; and

WHEREAS, this grant will support the City's efforts to develop a State of the City report, conduct a SOAR analysis and asset mapping, develop a Five-Year Strategic Plan and draft an Ecotourism Plan; and

WHEREAS, the City requested Three Hundred Thousand Dollars (\$300,000.00) in Rural Infrastructure Fund Project Planning and Preparation Grant funding to complete Phase 2 of Village by the Lake, a proposed year-round eco-tourism, recreation, and cultural destination on approximately 30 acres of City-owned property; and

WHEREAS, RIF funds will be used to prepare a single comprehensive Preliminary Engineering Report that builds on Phase 1 and establishes detailed site conditions, infrastructure requirements, utility capacity and connection needs, basis-of-design criteria, regulatory requirements, and a permitting and implementation roadmap; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to ratify the submission of the FloridaCommerce Rural Infrastructure Fund Grant application; and

WHEREAS, City Commission finds that ratification of the submission of the Florida Commerce Rural Infrastructure Fund Grant is in the best interests of the residents of the City.

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

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

Section 2. Ratification of Submission for Application. The City Commission of the City of South Bay hereby ratifies the City Manager’s submission of a Florida Commerce Rural Infrastructure Fund Grant for Fiscal Year 2026-2027, attached hereto as Composite Exhibit “A.” The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and **ADOPTED** this 4th day of August 2026.

Joe Kyles, Mayor

ATTEST:

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, Florida

VILLAGE BY THE LAKE

FLORIDACOMMERCE RIF GRANT APPLICATION FY 2026-27



CITY OF **SOUTH BAY** *Florida*

— *The Crossroads of South Florida* —

City of South Bay Village by the Lake

FloridaCommerce RIF Grant Application FY 2026-27

Introduction

This supplemental narrative provides additional detail to support the City of South Bay's FY 2026–27 Rural Infrastructure Fund application for Phase 2 of Village by the Lake. It expands on the condensed responses in the online application and documents the proposed activities, technical tasks, deliverables, timeline, economic benefits, public and private commitments, project budget, and cost-estimation methodology.

Project Summary

The City of South Bay requests \$300,000 in Rural Infrastructure Fund Project Planning and Preparation Grant funding to complete Phase 2 of Village by the Lake, a proposed year-round eco-tourism, recreation, and cultural destination on approximately 30 acres of City-owned property. RIF funds will be used to prepare a single comprehensive Preliminary Engineering Report that builds on Phase 1 and establishes detailed site conditions, infrastructure requirements, utility capacity and connection needs, basis-of-design criteria, regulatory requirements, and a permitting and implementation roadmap. The City will also prepare a coordinated preliminary/preconstruction design package containing concept-level engineering and architectural designs, outline technical specifications, agency preapplication materials, an Opinion of Probable Construction Cost, and integrated CAD and PDF files to advance the project toward final design, permitting, construction funding, and implementation.

Detailed Project Description

The City of South Bay requests \$300,000 through the FloridaCommerce Rural Infrastructure Fund Project Planning and Preparation Grant Program to complete Phase 2 of the Village by the Lake project. RIF funds will be used to prepare a comprehensive Preliminary Engineering Report and a coordinated preliminary/preconstruction design package, including outline technical specifications and preliminary construction cost estimates for the water, wastewater, stormwater, electrical, roadway, architectural, and site infrastructure required to develop the approximately 30-acre City-owned property.

Village by the Lake is a proposed year-round eco-tourism, recreation, and cultural destination within the City of South Bay, near U.S. 27, Lake Okeechobee, and the Lake Okeechobee Scenic Trail. The property is also near the Palm Beach County-operated Crossroads Center, which includes the South Bay RV Park, a multipurpose building, and the historic South Bay Railroad Workers Cottage. Village by the Lake will complement these regional assets by offering full-hookup RV sites, tent campsites, rental cabins, bathhouses, a general store and check-in office, an amphitheater, a covered pavilion, educational trails, internal roads, parking, utilities, landscaping, stormwater facilities, and related site infrastructure.

The City has substantially advanced Phase 1 through its FY 2024–25 RIF award. Completed work includes a feasibility study, master plan, and schematic design that confirmed the project's feasibility and established its vision, proposed development program, preliminary site layout, community priorities, operational framework, and anticipated economic benefits. Additional Phase 1 studies are documenting baseline site characteristics, and initial environmental investigations conducted after the feasibility study

identified no conditions that would prevent development of the site.

Phase 2 will build on Phase 1, which confirmed the project's feasibility and established its vision, development program, schematic site layout, community priorities, operating framework, and anticipated economic benefits. Phase 2 will advance those findings by developing the engineering criteria, infrastructure calculations, regulatory coordination, preliminary designs, outline specifications, and defensible construction-cost estimates needed to proceed to final design, permitting, construction funding, procurement, and implementation.

The requested RIF funding will support two activities. Activity 1 will produce a comprehensive Preliminary Engineering Report covering existing conditions, infrastructure capacity, basis-of-design criteria, regulatory requirements, and the project's anticipated permitting pathway. Activity 2 will produce a single coordinated preliminary/preconstruction design package that translates the PER recommendations into concept-level engineering and architectural drawings and includes outline technical specifications, agency preapplication materials, an Opinion of Probable Construction Cost, and integrated CAD and PDF files.

The \$300,000 RIF request covers the full cost of the proposed Phase 2 planning and design project. No other funding sources will be used to cover costs in the Phase 2 budget, and no local match is required for this grant category. The City will separately absorb all grant administration, routine reporting, general staff, and clerical costs through its operating budget. RIF funds will not be used for construction or administrative expenses.

The approximately 30-acre project site comprises two City-owned parcels with Commercial and Recreation and Open Space land use designations, both of which are appropriate for the proposed development. The City is submitting a revised Comprehensive Plan to FloridaCommerce that includes objectives and policies formally incorporating Village by the Lake into the City's long-term planning framework. Phase 2 will coordinate preliminary designs for both parcels to ensure that the proposed infrastructure, facilities, and amenities align with applicable land use designations and the Comprehensive Plan's objectives and policies.

The City owns the two project parcels and will retain ownership of the future public infrastructure, buildings, amenities, and other improvements developed at Village by the Lake. Before the facility opens, the City will determine the most appropriate operating model, which may include direct City management by its own staff or operation by a qualified private manager under a lease or operating agreement. Under either model, the City will retain ownership and long-term oversight of the property and ensure responsibility for operations, maintenance, staffing, programming, reservations, visitor services, regulatory compliance, and care of all City-owned facilities.

UNICUS will continue to serve as the City's contracted project consultant. UNICUS will contract with and coordinate the engineering, architectural, surveying, geotechnical, environmental, cost-estimating, and other technical subconsultants required to complete the approved Phase 2 scope.

Activity 1: Preliminary Engineering Report

Quantity: One comprehensive Preliminary Engineering Report

RIF funds: \$110,000

Other funding: None

Location: Approximately 30-acre City-owned Village by the Lake property within the City of South Bay

The City will use \$110,000 in RIF funds to prepare a single comprehensive Preliminary Engineering Report for Village by the Lake. The PER will consolidate and advance the applicable Phase 1 findings into an engineering document that establishes existing site conditions, infrastructure requirements, design criteria, regulatory considerations, and a preliminary implementation pathway.

The PER will evaluate the water, wastewater, stormwater, electrical, transportation, structural, and site infrastructure required to serve the proposed eco-tourism destination. It will establish the basis for the coordinated preliminary/preconstruction design package prepared under Activity 2 and support subsequent final design, permitting, construction-cost refinement, and implementation funding.

RIF-Funded Tasks

Activity 1 Task 1 - Site analysis and technical surveys - \$22,000

The Phase 2 site analysis will build on the two-dimensional survey and preliminary geotechnical work completed in Phase 1 by providing the detailed technical information needed to support preliminary civil engineering and architectural planning. A high-resolution three-dimensional engineering survey will produce CAD-based mapping and terrain data for the proposed development areas and document existing site conditions across the remainder of the approximately 30-acre property. Targeted geotechnical investigations will include strategically located soil borings, subsurface sampling, and laboratory testing to evaluate soil characteristics and engineering properties in areas anticipated to be affected by roads, utilities, buildings, and other site improvements. The resulting survey and geotechnical data will support the development of preliminary grading, drainage, utility, roadway, and conceptual foundation recommendations, while reducing uncertainty, improving planning accuracy, and positioning the project for subsequent engineering design and construction.

Activity 1 Task 2 - Environmental and floodplain resiliency assessment - \$14,000

The Phase 1 environmental findings will be incorporated into the infrastructure analysis. FEMA floodplain conditions, drainage characteristics, water-table considerations, and stormwater constraints will be evaluated to inform resilient site elevations, drainage concepts, stormwater design criteria, and applicable regulatory requirements. Phase 2 will build on the Phase 1 findings by translating environmental and site-condition information into engineering criteria for the Preliminary Engineering Report and subsequent preconstruction design.

Activity 1 Task 3 - Utility and infrastructure capacity assessment - \$18,000

Phase 1 identified that all utilities necessary to support Village by the Lake are available to serve the project property. Phase 2 will build on these findings by evaluating the capacity, condition, and preliminary connection requirements for each utility needed to serve the proposed development. The assessment will identify potential utility conflicts, off-site improvements, easements, service extensions, and coordination requirements. The findings will establish preliminary utility demands, connection

requirements, and design criteria for the Preliminary Engineering Report and the coordinated preconstruction design package. The assessment will address:

- **Drinking water:** Projected domestic demand, available system capacity and pressure, potential connection points, required line extensions, metering and backflow-prevention requirements, and preliminary pipe sizing.
- **Fire protection:** Required fire flow, available pressure and capacity, hydrant locations and spacing, fire-service connections, and any system improvements needed to meet applicable fire-safety standards.
- **Wastewater:** Projected flows, available collection-system capacity, potential connection points, gravity-service feasibility, required line extensions, and the potential need for a lift station or a force main.
- **Electrical service:** Preliminary connected loads, peak demand, service voltage, available capacity, potential points of connection, transformer and distribution requirements, RV pedestal service, building power, site lighting, and backup power considerations.
- **Telecommunications:** Capacity of broadband, telephone, Wi-Fi, security, and data services; potential connection points; and preliminary distribution requirements across the site.
- **Solid waste:** Anticipated waste and recycling volumes, collection access, container and enclosure locations, service-vehicle circulation, and operational requirements.

Activity 1 Task 4 - Basis-of-Design Technical Memorandum - \$10,000

A Basis-of-Design Technical Memorandum will be prepared to identify the applicable codes, standards, design assumptions, storm criteria, structural requirements, accessibility standards, preliminary utility demands, and other technical criteria that will guide Activity 2 and subsequent final design.

Activity 1 Task 5 - Regulatory agency technical coordination - \$12,000

Preliminary technical coordination will be conducted with applicable agencies and service providers. Anticipated coordination may include the City of South Bay, the Palm Beach County Water Utilities Department, Palm Beach County Fire Rescue, the South Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, the Florida Department of Health, the U.S. Army Corps of Engineers, electrical and telecommunications providers, and other agencies identified during PER development.

Activity 1 Task 6 - Engineering infrastructure permitting roadmap - \$10,000

A permitting roadmap will be prepared to identify anticipated permits, approvals, submittal requirements, responsible agencies, sequencing considerations, and preliminary review timeframes. The roadmap will provide the City with a practical path from Phase 2 through final design, permitting, procurement, and construction.

Activity 1 Task 7 - Preliminary Engineering Report Technical Analysis and Integration - \$24,000

The technical findings, engineering calculations, design criteria, agency coordination results, and recommendations from Activity 1 will be analyzed and integrated into a comprehensive Preliminary Engineering Report. This work will reconcile findings across the environmental, utility, infrastructure, regulatory, and basis-of-design evaluations; identify interdependencies and potential conflicts; and develop coordinated engineering recommendations for the project. The final PER will include technical memoranda, calculations, maps, figures, data tables, design criteria, permitting requirements, recommended infrastructure improvements, and supporting technical appendices. The completed report will provide the unified technical basis for the preliminary/preconstruction design package and for subsequent final design, permitting, and construction.

Activity 1 Public Review and Deliverable 1

Present the draft Preliminary Engineering Report at a public City Commission meeting and provide an opportunity for Commission review and public comment. Applicable comments will be documented and addressed before the report is finalized. The City will own the PER and use it to direct Activity 2, including design, permitting, funding, and future construction. The PER itself will not create infrastructure requiring operation or maintenance.

Activity 2: Preliminary/Preconstruction Design and Cost Estimates

Quantity: One coordinated preliminary/preconstruction design package

RIF funds: \$190,000

Other funding: None

Location: Approximately 30-acre City-owned Village by the Lake property within the City of South Bay

The City will use \$190,000 in RIF funds to prepare a single coordinated preliminary/preconstruction design package, supported by outline technical specifications and an Opinion of Probable Construction Cost. This activity will translate the findings and recommendations of the Preliminary Engineering Report into coordinated concept-level drawings and technical documents for the proposed water, wastewater, stormwater, electrical, roadway, architectural, landscape, and site improvements.

The design package will advance the Phase 1 schematic design by adding engineering calculations, discipline-specific layouts, design criteria, preliminary dimensions, utility requirements, regulatory input, outline specifications, and cost information. It will provide a practical and defensible foundation for final design and permitting but will not constitute final construction documents or include construction.

Activity 2 Task 1 - Civil engineering and site-drainage design - \$38,000

Preliminary designs will be prepared for site grading, drainage, stormwater management, internal roadways, parking, pedestrian circulation, and site access. The work will address preliminary surface-water routing, stormwater treatment and storage features, roadway geometry, accessible routes, circulation patterns, and integration with the proposed buildings, campsites, recreational facilities, and other amenities.

Activity 2 Task 2 - Water and sanitary sewer infrastructure design - \$24,000

Preliminary layouts will be prepared for drinking-water distribution, fire-flow service, sanitary sewer collection, utility extensions, connections to existing systems, and any necessary lift-station or force-main infrastructure.

Activity 2 Task 3 - Electrical distribution and site-lighting design - \$20,000

Preliminary electrical load calculations, service requirements, distribution layouts, and connection concepts will be prepared for the RV pedestals, cabins, bathhouses, the general store and check-in office, amphitheater facilities, pavilion, site lighting, security systems, and other proposed improvements. Lighting concepts will address public safety, energy efficiency, security, accessibility, and dark-sky principles.

Activity 2 Task 4 - Architectural and structural concept engineering - \$30,000

Concept-level floor plans, elevations, structural systems, spatial requirements, and applicable code considerations will be developed for the bathhouses, general store and check-in office, cabins, covered pavilion, amphitheater or bandshell, and other proposed vertical improvements. The work will identify

preliminary building configurations, structural approaches, accessibility requirements, life-safety considerations, and the relationships among the buildings and the surrounding site infrastructure.

Activity 2 Task 5 - Landscape, buffer, and eco-tourism amenity design - \$14,000

Preliminary designs will be prepared for native landscaping, vegetative buffers, shaded recreation areas, accessible pathways and trails, gathering spaces, wayfinding and interpretive signage, and related nature-based tourism amenities. The designs will support environmental stewardship, visitor comfort, accessibility, site identity, compatibility with surrounding uses, and connections among the project's camping, recreation, cultural, and community facilities.

Activity 2 Task 6 - CSI outline technical specifications - \$10,800

Outline technical specifications will be prepared using the Construction Specifications Institute format to describe preliminary materials, systems, performance requirements, quality standards, and construction considerations for the project's major components. The specifications will align with the preliminary design package and establish a coordinated technical foundation for subsequent development of final design and construction documents.

Activity 2 Task 7 - Opinion of Probable Construction Cost - \$18,000

A preliminary Opinion of Probable Construction Cost will be prepared using estimated quantities, applicable unit costs, regional market information, professional judgment, contingencies, and clearly stated assumptions appropriate to the design level. The estimate will identify major cost categories for infrastructure, buildings, site, and amenities and support project phasing, value engineering, capital planning, and future implementation and funding applications.

Activity 2 Task 8 - Agency preapplication engineering package - \$20,000

Preliminary drawings, technical data, narratives, calculations, and other supporting materials will be compiled into agency-specific preapplication packages for early review and coordination with the applicable regulatory agencies and service providers. Comments and technical guidance received during the preapplication process will be documented and, where appropriate, incorporated into the preliminary/preconstruction design package.

Activity 2 Task 9 - Coordinated CAD/BIM package integration - \$15,200

The civil, utility, electrical, architectural, structural, and landscape design materials will be consolidated into a single coordinated electronic package. The work will include interdisciplinary coordination, identification and resolution of potential design conflicts, consistent file and layer organization, cross-referencing across design disciplines, and preparation of final CAD and PDF records for City use.

Activity 2 Public Review and Deliverable 2

Present the draft preliminary/preconstruction design package at a public City Commission meeting and provide an opportunity for Commission review and public comment. Applicable comments will be documented and addressed before the package is finalized. The City will own the completed design package.

City of South Bay Village By the Lake Project Area Map



Proposed Timeline

The proposed Phase 2 project will be completed within approximately 19 months after execution of the RIF grant agreement. The schedule provides sufficient time to complete the Preliminary Engineering Report, prepare the coordinated preliminary/preconstruction design package, conduct regulatory coordination, present both deliverables at public City Commission meetings, address applicable comments, and complete all grant closeout requirements.

Monthly coordination calls with the FloridaCommerce Grant Administrator and quarterly reporting will occur throughout the grant period. In Month 19, the City will submit all final reports, reimbursement documentation, project deliverables, and other materials required to close out the grant agreement.

Step	Timeframe	Activity and Deliverable
1	Month 1	Execute the RIF grant agreement.
2	Months 1-4	Activity 1 Task 1 - Site analysis and technical surveys - Review Phase 1 materials and complete the high-detail three-dimensional engineering survey, CAD-based site documentation, deep geotechnical investigation, soil sampling, and laboratory testing needed for preliminary engineering.
3	Months 3-5	Activity 1 Task 2 - Environmental and floodplain resiliency assessment - Incorporate Phase 1 environmental findings and evaluate floodplain conditions, drainage characteristics, water-table considerations, stormwater constraints, and resiliency requirements.
4	Months 3-6	Activity 1 Task 3 - Utility and infrastructure capacity assessment - Evaluate the availability, capacity, condition, preliminary demand, connection requirements, service extensions, easements, potential conflicts, and off-site improvements for the utilities needed to serve Village by the Lake.
5	Months 4-7	Activity 1 Task 4 - Basis-of-Design Technical Memorandum and Task 5 - Regulatory agency technical coordination - Prepare the Basis-of-Design Technical Memorandum and conduct preliminary technical coordination with the applicable regulatory agencies and service providers.
6	Months 6-7	Activity 1 Task 6 - Engineering infrastructure permitting roadmap - Prepare the engineering infrastructure permitting roadmap, identifying anticipated permits and approvals, responsible agencies, submittal requirements, sequencing considerations, and preliminary review timeframes.
7	Months 6-8	Activity 1 Task 7 - Preliminary Engineering Report technical analysis and integration - Analyze and integrate the technical findings, calculations, design criteria, agency coordination results, and recommendations from Activity 1 into the draft Preliminary Engineering Report.
8	Months 8-9	Activity 1 Public Review and Deliverable 1 - Present the draft Preliminary Engineering Report at a public City Commission

		meeting and provide an opportunity for Commission review and public comment. Address applicable Commission and public comments and submit the final Preliminary Engineering Report. Activity 1 Deliverable 1 completed.
9	Months 10-12	Activity 2 Task 1 - Civil engineering and drainage design; Task 2 - Water and sanitary sewer infrastructure design; Task 3 - Electrical distribution and site-lighting design - Prepare preliminary designs for civil, grading, drainage, stormwater, internal roadway, parking, pedestrian circulation, site access, water, wastewater, fire protection, electrical distribution, and site lighting.
10	Months 11-14	Activity 2 Task 4 - Architectural and structural concept engineering and Task 5 - Landscape, buffer, and eco-tourism amenity design - Develop concept-level architectural and structural designs for the proposed buildings and facilities, and prepare preliminary designs for landscape, buffer, trail, gathering spaces, signage, and eco-tourism amenities.
11	Months 12-15	Activity 2 Tasks 1, 2, 3, 4, and 5 - Coordinate preliminary designs across the civil, utility, electrical, architectural, structural, and landscape disciplines. Identify and resolve potential conflicts.
12	Months 14-16	Activity 2 Task 6 – CSI outline technical specifications -Prepare a Construction Specifications Institute-format outline of technical specifications for the major project components.
13	Months 14-17	Activity 2 Task 7 – Opinion of Probable Construction Cost - Prepare the preliminary Opinion of Probable Construction Cost, including estimated quantities, unit costs, regional market data, contingencies, assumptions, phasing considerations, and value-engineering opportunities.
14	Months 15-17	Activity 2 Task 8 – Agency preapplication engineering package - Assemble agency-specific preapplication packages and conduct preliminary coordination with relevant regulatory agencies and service providers. Document comments and incorporate applicable technical guidance into the designs.
15	Months 16-18	Activity 2 Task 9 – Coordinated CAD/BIM package integration - Complete interdisciplinary coordination and integrate the preliminary civil, utility, electrical, architectural, structural, and landscape materials into a single coordinated CAD and PDF design package.
16	Months 18-19	Activity 2 Public Review and Deliverable 2 – Present the draft preliminary/preconstruction design package at a public City Commission meeting and provide an opportunity for Commission review and public comment. Address applicable Commission and public comments and submit the final coordinated preliminary/preconstruction design package, outline technical specifications, Opinion of Probable Construction Cost, agency coordination records, and integrated CAD and PDF files. Activity 2 Deliverable 2 completed.
17	Months 1-19	Participate in monthly calls with the FloridaCommerce Grant

		Administrator. Submit quarterly status reports to FloridaCommerce throughout the grant period, documenting completed work, current project status, expenditures, upcoming activities, and any issues affecting the schedule.
18	Month 19	Submit the final project report, final reimbursement documentation, deliverable-acceptance materials, and other required closeout records to FloridaCommerce. Complete the grant agreement closeout.

Economic Narrative 1: Economic Benefit, Long-Term Viability, and Local or Regional Economic Impact

South Bay continues to face persistent economic distress and limited access to employment and income-generating opportunities. According to the U.S. Census Bureau's 2020–2024 American Community Survey five-year estimates, 32.3% of South Bay residents live below the poverty level, approximately 2.7 times Florida's 12.0% rate and 2.8 times Palm Beach County's 11.7% rate. The City's median household income of \$51,417 is approximately 31% below the state median and 38% below the county median, while its per capita income of \$12,363 is approximately 71% below Florida's and 76% below Palm Beach County's. Civilian labor force participation among residents aged 16 and older is only 30.8%, compared with approximately 59% at both the county and state levels. These conditions reflect South Bay's longstanding reliance on agriculture and underscore the need to diversify the local economy, create accessible employment opportunities, attract capital investment, and generate new spending within the community.

Village by the Lake will address these needs by transforming approximately 30 acres of underutilized City-owned property into a year-round eco-tourism, recreation, and cultural destination. The project will leverage South Bay's location along U.S. 27 and its proximity to Lake Okeechobee and the Lake Okeechobee Scenic Trail to attract overnight guests, day visitors, trail users, families, school groups, outdoor enthusiasts, and event attendees. Planned facilities include 75 full-hookup RV sites, 40 tent campsites, six rental cabins, bathhouses, a general store and check-in office, an amphitheater or bandshell, a covered pavilion, internal roads, parking, educational trails, utility systems, landscaping, stormwater facilities, and supporting site infrastructure.

Business activities associated with the completed development will include campground and cabin operations, retail sales, reservations and visitor services, facility rentals, concerts and cultural events, educational programming, food and merchandise vending, outdoor recreation, and guided tourism experiences. The development will also create opportunities for local and regional businesses to provide maintenance, landscaping, housekeeping, security, transportation, food service, equipment rental, event production, charter fishing, kayaking, bird-watching, photography, and nature-tour services. These activities will expand South Bay's economy beyond its traditional agricultural base and create multiple avenues for local entrepreneurship and small-business participation.

The project is expected to attract approximately 15,000–20,000 users annually once fully developed. The Phase 1 feasibility study projects that these visitors will generate more than \$1.2 million in annual off-site spending at area gas stations, grocery stores, restaurants, retailers, and service providers. This spending will circulate through South Bay and the larger Glades region, strengthening existing businesses, increasing demand for new services, and creating indirect and induced economic benefits beyond the

Village by the Lake property.

Project development is expected to yield approximately \$5.0 to \$5.3 million in real-property improvements, including campsites, cabins, bathhouses, visitor facilities, event infrastructure, roads, utilities, trails, drainage improvements, landscaping, and supporting amenities. Additional personal-property investment will include campground furnishings, reservation and point-of-sale systems, maintenance equipment, staging and sound equipment, security technology, and operational supplies. Together, these investments will convert an inactive public property into a productive economic asset and establish the infrastructure needed to support long-term tourism and business activity.

Village by the Lake is also expected to support 7–9 full-and part-time operating positions across management, guest services, reservations, maintenance, housekeeping, retail, security, and programming. Additional employment will be generated through construction, seasonal operations, events, concessions, vendors, technical services, and contracted maintenance. The project's diverse business activities will create opportunities for residents with varied educational backgrounds and skill levels, including entry-level, service, technical, supervisory, and entrepreneurial positions.

The project's long-term viability is supported by the Phase 1 feasibility study and the operating and financial model. Revenue is expected to come from RV, tent, and cabin rentals; general store sales; pavilion and amphitheater rentals; event programming; vendor fees; equipment and amenity rentals; and other visitor services. The financial model projects net operating income of approximately \$526,000 in Year 3, increasing to approximately \$796,085 in Year 4 and \$1,070,180 in Year 5. These projections indicate that, after stabilization, the facility can support its operations without ongoing reliance on a general fund subsidy and can generate resources for maintenance, reserves, reinvestment, and future capital improvements.

The City will retain ownership and long-term oversight of the property, as well as all future public infrastructure and improvements. Before the facility opens, the City will determine the operating structure that best protects the public investment and supports efficient service delivery. This may include direct City operation with City-employed staff or operation by a private manager under a lease or operating agreement. Under either model, responsibility will be established for staffing, maintenance, programming, reservations, visitor services, regulatory compliance, financial performance, and care of the City-owned facilities.

The City has substantially advanced the project through its FY 2024–25 RIF award. Completed work includes a feasibility study, master plan, and schematic design, which confirmed the project's feasibility and established its vision, development program, preliminary site layout, community priorities, operating framework, and anticipated economic benefits. Additional Phase 1 studies are documenting baseline site characteristics, and initial environmental investigations conducted after the feasibility study identified no conditions that would prevent development of the site.

The requested Phase 2 funding will close the remaining gap between conceptual planning and implementation readiness. The Preliminary Engineering Report and the coordinated preliminary/preconstruction design package will define infrastructure requirements, establish design criteria, align with regulatory expectations, prepare concept-level designs, develop outline technical specifications, and produce a defensible Opinion of Probable Construction Cost. These deliverables will enable the City to move more efficiently to final design and permitting, reduce uncertainty, strengthen future construction-funding requests, and position the project to leverage additional public and private

capital.

The benefits of Village by the Lake will extend beyond the project site. By expanding overnight accommodations, outdoor recreation, cultural programming, and visitor services, the project will strengthen South Bay's role as a gateway to Lake Okeechobee and support tourism across the Glades. It will increase visitor spending, create jobs, support small businesses, broaden the City's economic base, and provide new recreational and cultural opportunities for residents. These outcomes directly advance the Rural Infrastructure Fund's goals of encouraging job creation, capital investment, economic diversification, and long-term economic growth in Florida's rural communities.

Economic Narrative 2: Job Creation and Capital Investment

Village by the Lake will create jobs, attract substantial capital investment, support new business activity, and expand South Bay's tourism economy. The project will transform approximately 30 acres of underutilized City-owned property into a year-round destination featuring camping, lodging, outdoor recreation, cultural events, educational programs, retail services, and visitor amenities.

Business Activities

The completed development will support a range of revenue-generating and community-serving activities, including:

- Full-hookup RV-site rentals
- Tent-campsite rentals
- Cabin rentals
- General-store and visitor-service operations
- Reservation and check-in services
- Amphitheater performances and cultural events
- Pavilion and facility rentals
- Educational, environmental, and youth programming
- Vendor, concession, and food-truck activity
- Outdoor recreation and equipment rentals
- Guided fishing, kayaking, bird-watching, photography, and nature tours
- Campground, building, landscape, utility, and site maintenance

The project will create direct business opportunities at Village by the Lake and increase customer activity at existing gas stations, grocery stores, restaurants, retailers, lodging providers, and service businesses throughout South Bay and the broader Glades region. Once fully developed, the facility is projected to attract approximately 15,000–20,000 users annually and generate more than \$1.2 million in annual off-site visitor spending.

Permanent and Operating Employment

The Phase 1 feasibility study anticipates that Village by the Lake will support approximately 7–9 full- and part-time operating positions. Anticipated functions include:

- Facility management and administration
- Reservations, check-in, and guest services
- General-store and retail operations
- Housekeeping and facility cleaning
- Grounds, building, and utility maintenance

- Event coordination and programming
- Security and visitor safety

The final number and structure of positions will depend on the operating model, phased buildout, occupancy, event schedule, and visitor demand. Before opening the facility, the City will determine whether operations will be managed directly by City-employed staff or by a private manager under a lease or operating agreement.

The project will offer employment opportunities for residents with a range of educational backgrounds and experience levels. Positions will include entry-level service and maintenance work, as well as skilled, technical, supervisory, and managerial roles. Training needs are expected to include customer service, reservation systems, facility maintenance, safety and emergency response, environmental compliance, accessibility, event operations, and hospitality management.

Construction and Contract Employment

Development of Village by the Lake will also create temporary construction and professional-service jobs during final design, permitting, site preparation, infrastructure installation, and facility construction. Anticipated work will include:

- Engineering, architecture, surveying, and environmental services
- Site preparation and earthwork
- Roadway, parking, and trail construction
- Water, wastewater, stormwater, and electrical installation
- Building and structural construction
- Landscaping and irrigation
- Lighting, security, and telecommunications installation
- Equipment and furnishing installation

Whenever permitted by applicable procurement requirements and competitive pricing, the project will provide opportunities for local and regional contractors, subcontractors, suppliers, and professional-service providers. This activity will generate wages and business revenue during project development and develop local familiarity with the facilities and systems that will require future maintenance.

Seasonal, Vendor, and Entrepreneurial Opportunities

Village by the Lake will generate employment and income opportunities beyond its regular operating staff. Seasonal demand, festivals, performances, educational programming, and community events will create opportunities for temporary staff, performers, instructors, production crews, security personnel, food vendors, retailers, and recreation providers.

The project will also provide a platform for local entrepreneurs to offer charter fishing, kayak excursions, bird-watching and photography tours, nature interpretation, eco-cruises, outdoor education, equipment rental, food service, merchandise, and other visitor experiences. These opportunities will enable small businesses and independent vendors to benefit directly from public infrastructure and increased visitor activity.

Real-Property Capital Investment

The Phase 1 feasibility study estimates that full development of Village by the Lake will require approximately \$5.0–\$5.3 million in real-property improvements, depending on final design, material

costs, permitting requirements, and project phasing. Anticipated investments include:

- 75 full-hookup RV sites
- 40 tent campsites
- Six utility-served rental cabins
- Two bathhouses
- General store and check-in office
- Amphitheater or bandshell and lawn area
- Covered pavilion
- Dump station
- Internal roads and parking
- Accessible pedestrian routes and educational trails
- Drinking-water and wastewater systems
- Electrical distribution and site lighting
- Stormwater and drainage improvements
- Landscaping, buffers, signage, and supporting amenities
- Maintenance and service facilities

This estimated capital investment is separate from the value of the City-owned land. Palm Beach County Property Appraiser records value the two project parcels at approximately \$1 million. By dedicating this property to Village by the Lake, the City is leveraging an existing public asset to support future infrastructure investment, tourism, and economic growth.

Personal-Property Investment

The project will also require personal-property investment to operate, maintain, furnish, and program the completed facility. Anticipated purchases include:

- Campground and cabin furnishings
- General-store fixtures and point-of-sale equipment
- Reservation and property-management software
- Computers and communications equipment
- Maintenance tools and equipment
- Housekeeping and operational equipment
- Security and access-control systems
- Event staging, lighting, and sound equipment
- Recreation and visitor-service equipment
- Signage and interpretive materials

Product inventory is not included in the capital-investment figures. Personal-property needs and costs will be refined as the operating plan, procurement strategy, and construction phasing are finalized.

Connection Between Phase 2 and Future Investment

The requested \$300,000 RIF grant will not fund construction or operating equipment. Instead, it will provide the technical foundation needed to attract and responsibly deploy the future capital investment. The Preliminary Engineering Report and coordinated preliminary/preconstruction design package will:

- Verify infrastructure demands and connection requirements
- Establish preliminary engineering and design criteria
- Coordinate the project's major technical disciplines

- Identify anticipated permits and regulatory requirements
- Develop outline technical specifications
- Prepare agency preapplication materials
- Produce a defensible Opinion of Probable Construction Cost
- Support construction phasing and value engineering
- Strengthen future state, federal, local, philanthropic, and private funding requests

By reducing design, regulatory, and cost uncertainty, Phase 2 will position the City to move forward with final design and permitting and to compete more effectively for implementation funding. It will also provide prospective operating partners, vendors, funders, and other private-sector participants with clearer information on the project's infrastructure, costs, schedule, and development potential.

Village by the Lake will therefore convert a \$300,000 planning and engineering investment into a pathway for approximately \$5.0–\$5.3 million in future real-property improvements, additional personal-property investment, direct and indirect employment, expanded visitor spending, and long-term economic diversification across South Bay and the Glades region. Once stabilized, the project is projected to generate positive net operating income of approximately \$526,000 in Year 3, increasing to \$796,085 in Year 4 and \$1,070,180 in Year 5, thereby supporting ongoing operations, maintenance, reserves, and reinvestment without reliance on a general fund subsidy.

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

Economic Narrative 3: Public and Private Commitment

The City of South Bay has demonstrated a substantial, sustained commitment to Village by the Lake through dedicating public property, completing strategic and project-specific planning, administering the Phase 1 RIF award, maintaining ongoing public engagement, and incorporating the project into the City's long-term planning framework. The project has also received support from county, regional, tourism, economic development, and community partners who recognize its potential to strengthen South Bay and the broader Glades region.

City Property and Long-Term Ownership

The City owns the two parcels comprising the approximately 30-acre Village by the Lake site. Palm Beach County Property Appraiser records indicate the property is valued at approximately \$1 million. The City's commitment of this land constitutes a substantial public contribution and eliminates the need to acquire land before the project can proceed.

The City will retain ownership and long-term oversight of the property and of future public infrastructure, buildings, amenities, and other improvements. Before the facility opens, the City will determine whether Village by the Lake will be operated directly by City-employed staff or by a private manager under a lease or operating agreement. Under either model, the City will preserve public ownership and ensure that responsibility is assigned for operations, maintenance, staffing, programming, reservations, visitor services, regulatory compliance, and facility care.

Phase 1 Investment and Project Readiness

The City successfully secured and is implementing an FY 2024–25 Rural Infrastructure Fund award for Phase 1 of Village by the Lake. Completed work includes a feasibility study, master plan, and schematic design, which confirmed the project’s feasibility and established its vision, development program, preliminary site layout, community priorities, operating framework, and anticipated economic benefits. Additional Phase 1 studies are documenting baseline site characteristics, and initial environmental investigations conducted after the feasibility study identified no conditions that would prevent development of the site.

The City has provided staff time, financial oversight, public meeting coordination, records management, grant administration, and other resources required to implement Phase 1. These administrative and staff costs have been absorbed by the City rather than charged to project deliverables.

This prior investment significantly reduces the risk associated with Phase 2. The requested funding will advance an established, feasible project rather than initiate a new or speculative concept.

Comprehensive Planning and Local Policy Support

Village by the Lake is supported by the City’s strategic planning, economic development, resilience, and eco-tourism initiatives. These planning efforts identified the City’s natural resources, proximity to Lake Okeechobee, access to the Lake Okeechobee Scenic Trail, and location along U.S. 27 as assets that can support economic diversification and visitor activity.

The approximately 30-acre site consists of two City-owned parcels with Commercial and Recreation and Open Space land use designations, both of which are appropriate for the proposed development. The City is submitting a revised Comprehensive Plan to FloridaCommerce that includes objectives and policies formally incorporating Village by the Lake into the City’s long-term planning framework. This action demonstrates that the project is part of the City’s adopted direction for future development rather than a stand-alone grant proposal.

Public and Community Engagement

Community participation has shaped the Village by the Lake concept through strategic planning exercises, surveys, stakeholder meetings, public discussions, and City Commission review. Residents identified priorities, including shaded recreation areas, clean and safe facilities, affordable overnight accommodations, outdoor events, nature-based activities, youth programming, accessible trails, and the preservation of the site’s natural features.

The Phase 2 process will continue this public commitment. The draft Preliminary Engineering Report and the draft preliminary/preconstruction design package will each be presented at a public City Commission meeting. The City Commission and the public will have an opportunity to review and comment on each major deliverable, and applicable comments will be addressed before the documents are finalized.

Palm Beach County Commitment

In a July 9, 2026, letter, the Palm Beach County Department of Housing and Economic Development expressed full support for the City’s Phase 2 RIF application. The Department identified Village by the Lake as one of the most significant economic development opportunities in the Glades region and recognized its potential to diversify the regional economy, attract private investment, create quality jobs, support small businesses, and improve residents’ quality of life.

The County also recognized the project's potential to support future Opportunity Zone investments and public-private partnerships. Its letter confirms that Village by the Lake aligns with regional priorities in tourism, sustainable employment, economic opportunity, small-business development, and the preservation of the Glades region's natural resources.

Sustained Regional and Community Support

Village by the Lake has also received prior support from the Treasure Coast Regional Planning Council, the Palm Beach County Tourist Development Council, and MCA Total Experience. These organizations supported Phase 1 because the project aligns with regional economic development, tourism, sustainability, recreation, and quality-of-life objectives.

The Treasure Coast Regional Planning Council connected the project to its Strategic Regional Policy Plan and Comprehensive Economic Development Strategy, offering technical assistance and sharing resources. The Palm Beach County Tourist Development Council recognized South Bay's potential as an eco-tourism destination and the project's regional economic benefits.

MCA Total Experience identified opportunities to use Village by the Lake for youth outdoor education, fishing, wildlife conservation, environmental stewardship, and year-round programming. Its support also indicates potential demand among local organizations and prospective service providers for future activities, including charter fishing, kayak trips, photography tours, bird-watching expeditions, nature tours, eco-cruises, and other guided visitor experiences.

These prior letters document sustained support for the project's overall vision. The current Palm Beach County Housing and Economic Development letter directly supports the Phase 2 scope.

Private-Sector Participation

A private participating party or facility operator has not yet been selected, and the City is not relying on an unconfirmed private commitment to establish the project's economic benefits. Phase 2 will provide the infrastructure requirements, preliminary designs, regulatory information, and construction-cost estimates needed to engage prospective operators, vendors, concessionaires, event producers, recreation providers, contractors, and investors with greater certainty.

Potential private participation may include:

- Operation of the campground and visitor facilities under a lease or operating agreement
- General-store or concession operations
- Food, retail, and merchandise vendors
- Event production and programming
- Recreation and equipment rentals
- Guided outdoor and eco-tourism services
- Sponsorships and naming-rights arrangements
- Construction, maintenance, landscaping, security, and professional-service contracts

The City will evaluate and structure any future private-sector arrangements to protect public ownership, ensure accountability, support high-quality operations, and maximize economic benefits at the local and regional levels.

Local Expenditures and Economic Ripple Effects

The project is expected to generate approximately \$5.0–\$5.3 million in future real-property improvements and additional investment in furnishings, equipment, software, security systems, event infrastructure, and operational assets. Final design, permitting, construction, equipment installation, operations, and maintenance will create opportunities for local and regional professional firms, contractors, subcontractors, suppliers, vendors, and service providers.

Subject to applicable procurement requirements, competitive pricing, and the availability of qualified firms, the City intends to encourage local and regional participation. Potential expenditures include engineering, architecture, surveying, construction, utility installation, landscaping, equipment, building materials, furnishings, technology, maintenance, food service, event production, and visitor services. Wages and business revenue generated by these expenditures will circulate within the South Bay and the Glades region.

Once operational, Village by the Lake is projected to draw about 15,000–20,000 users annually and generate more than \$1.2 million in spending at local gas stations, grocery stores, restaurants, retailers, and service businesses. This activity will extend the project's economic benefits beyond the City-owned property.

Continuing City Commitment

The City will continue to provide the staff coordination, public oversight, financial management, and administrative resources required to implement Phase 2. No RIF funds are requested for grant application preparation, grant administration, routine compliance reporting, reimbursement preparation, clerical support, general City staff time, or City overhead; these costs will be absorbed by the City's operating budget.

Together, the City's dedication of approximately 30 acres of land, successful implementation of Phase 1, continued financial and administrative support, incorporation of the project into the revised Comprehensive Plan, extensive public engagement, and documented county and regional endorsements demonstrate a substantial level of public commitment. The project's defined opportunities for future operators, vendors, service providers, contractors, sponsors, and investors also establish a credible pathway for private-sector participation as Village by the Lake advances toward construction and operation.

Project Budget

The total cost of Village by the Lake Phase 2 is \$300,000. The City is requesting \$300,000 in RIF funding. The project budget includes no other funding, and no local match is required under the Project Planning and Preparation Grant category.

Activity/Task	RIF Funds	Other Funding Sources
Activity 1: Preliminary Engineering Report		
Site Analysis and Technical Surveys	\$22,000	\$0
Environmental and Floodplain Resiliency Assessment	\$14,000	\$0
Utility and Infrastructure Capacity Assessment	\$18,000	\$0
Basis-of-Design Technical Memorandum	\$10,000	\$0
Regulatory Agency Technical Coordination	\$12,000	\$0
Engineering Infrastructure Permitting Roadmap	\$10,000	\$0
PER Technical Analysis and Integration	\$24,000	\$0
Activity 1 Subtotal	\$110,000	\$0
Activity 2: Preliminary/Preconstruction Design and Cost Estimates		
Civil Engineering and Site-Drainage Design	\$38,000	\$0
Water and Sanitary Sewer Infrastructure Design	\$24,000	\$0
Electrical Distribution and Site-Lighting Design	\$20,000	\$0
Architectural and Structural Concept Engineering	\$30,000	\$0
Landscape, Buffer, and Eco-Tourism Amenity Design	\$14,000	\$0
CSI Outline Technical Specifications	\$10,800	\$0
Opinion of Probable Construction Cost	\$18,000	\$0
Agency Preapplication Engineering Package	\$20,000	\$0
Coordinated CAD/BIM Package Integration	\$15,200	\$0
Activity 2 Subtotal	\$190,000	\$0
Total Phase 2 Project Cost	\$300,000	\$0

Cost-Estimating Explanation

The total Phase 2 cost of \$300,000 is based on the fixed task fees in the attached proposal from UNICUS Rail and Consulting Services, the City of South Bay's Technical Project Lead for Village by the Lake Phase 2. UNICUS will contract and coordinate with the engineering, architectural, surveying, geotechnical, environmental, cost-estimating, and other technical subconsultants required to complete the approved scope.

The proposal establishes a fixed fee for each technical task and divides the total project cost between two principal activities: \$110,000 for the Preliminary Engineering Report and \$190,000 for the

coordinated preliminary/preconstruction design package and cost estimates. Each task fee corresponds directly to the work and deliverables described in the application and the attached proposal. These costs were developed based on the defined technical scope, required deliverables, and subconsultant costs.

The task-based fee structure enables the City and FloridaCommerce to link each requested expenditure to a specific eligible planning, engineering, or design activity and its corresponding technical work product. It also provides a clear basis for reviewing progress, invoices, and reimbursement requests against the approved scope.

The \$300,000 request covers the full cost of the proposed Phase 2 planning and design project. No other funding sources will be used for the activities in this budget, and no local match is required for this grant category.

No RIF funds are allocated to grant application preparation, grant administration, routine compliance reporting, reimbursement preparation, clerical support, general City staff time, or City overhead. These administrative expenses will be covered separately by the City through its operating budget. The proposed budget also excludes construction, final construction documents, construction administration, inspection, land acquisition, legal services, environmental remediation, property appraisal, final permit applications, and permit or application fees.



City of South Bay Village by the Lake

Project Area Map – July 13, 2026

Village by the Lake Phase 2

Letters of Support and Evidence of Sustained Commitment

The enclosed letters demonstrate sustained support from local, county, regional, tourism-sector, and community stakeholders for the City of South Bay's Village by the Lake project. Together, they document the project's evolution from initial planning through proposed Phase 2 engineering and preconstruction design activities and reflect a continuing commitment to advancing economic development, ecotourism, recreation, job creation, and capital investment throughout South Bay and the broader Glades region.

The current letters include one from Mayor Joe Kyles, Sr., confirming the City of South Bay's commitment to the project and requesting FloridaCommerce's support for the City's FY 2026–27 Rural Infrastructure Fund application. The City has dedicated approximately 30 acres of publicly owned land to Village by the Lake, substantially advanced Phase 1 through its FY 2024–25 RIF award, and incorporated the project into its revised Comprehensive Plan. The City now requests \$300,000 to prepare a comprehensive Preliminary Engineering Report and a coordinated preliminary/preconstruction design package.

The July 9, 2026, letter from the Palm Beach County Department of Housing and Economic Development directly supports the current Phase 2 application. The Department identifies Village by the Lake as a significant economic-development opportunity for the Glades region and recognizes its potential to diversify the regional economy, attract private investment, create jobs, support small businesses, expand tourism, and encourage future public-private partnerships. The letter also highlights the project's strong potential as a future Opportunity Zone investment, citing its strategic location, regional significance, and ability to generate long-term economic growth and attract private-sector participation.

The 2024 letters serve as evidence of sustained regional and community support that helped establish and advance Phase 1. Prepared for the City's FY 2024–25 RIF application, they should be considered historical documentation of support for the project's overall vision rather than letters written specifically for the current Phase 2 request. They include support from the Treasure Coast Regional Planning Council, the Palm Beach County Tourist Development Council, and MCA Total Experience.

Collectively, the letters demonstrate that Village by the Lake is an established, community-supported initiative aligned with local and regional priorities. The project is expected to create jobs and entrepreneurial opportunities, attract substantial public and private investment, increase visitor spending, expand outdoor recreation and cultural programming, and strengthen South Bay's position as a gateway to Lake Okeechobee and an ecotourism destination in the Glades region.

Enclosed Letters

1. Mayor Joe Kyles, Sr., City of South Bay
2. Palm Beach County Department of Housing and Economic Development

3. Treasure Coast Regional Planning Council
4. Palm Beach County Tourist Development Council
5. MCA Total Experience



CITY OF SOUTH BAY

FLORIDA

Office of the Mayor

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

July 12, 2026

FloridaCommerce
Bureau of Small Cities and Rural Communities
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-6508

RE: Village by the Lake Phase 2 RIF Grant Application

Dear Grant Review Committee:

As Mayor of the City of South Bay, I respectfully request favorable consideration of the City's application for \$300,000 under the Rural Infrastructure Fund Project Planning and Preparation Grant Program. The funding will support Phase 2 of Village by the Lake, a year-round eco-tourism, recreation, and economic development destination planned for approximately 30 acres of City-owned property near Lake Okeechobee and the Lake Okeechobee Scenic Trail.

Through its FY 2024-25 RIF award, the City completed a feasibility study, master plan, and schematic design, confirming the project's viability and establishing its development program, preliminary layout, operating framework, and anticipated economic benefits. Phase 2 is the critical next step toward implementation. RIF funds will support a comprehensive Preliminary Engineering Report and coordinated preliminary and preconstruction designs for water, wastewater, stormwater, electrical, roadway, architectural, and site infrastructure. The work will also produce outline specifications, preliminary agency coordination, a permitting roadmap, and an Opinion of Probable Construction Cost, positioning the project for final design, permitting, and future construction funding.

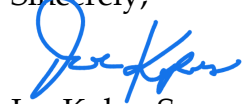
The City has demonstrated its commitment by dedicating the project site, valued at approximately \$1 million, and by incorporating Village by the Lake into its revised Comprehensive Plan. Full development is expected to yield approximately \$5.0-\$5.3 million in real-property improvements, support 7-9 full- and part-time operating positions plus additional employment, and attract 15,000-20,000 annual users who are projected to generate more than \$1.2 million in spending at area businesses. By Year 5, the project is projected to generate approximately \$1.07 million in net operating income, supporting operations, maintenance, reserves, and reinvestment without an ongoing general-fund subsidy.

South Bay is a designated Rural Area of Opportunity and a Rural Area of Critical Economic Concern. Projects like Village by the Lake are exactly the type of strategic investments that help rural communities grow, attract private investment, and improve quality of life.

Village by the Lake will create opportunities for residents, businesses, vendors, and recreation providers, diversifying South Bay's economy and strengthening the Glades region. The City is fully committed to this project and respectfully requests FloridaCommerce's support.

Thank you for your time and consideration of our request. We appreciate your continued support of rural Florida and respectfully ask for your favorable consideration of this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Kyles, Sr.", is positioned above the printed name.

Joe Kyles, Sr.
Mayor
City of South Bay



**Housing and
Economic Development**

Administration

**100 Australian Avenue
Suite #500**

West Palm Beach, FL 33406

(561) 233-3600

www.pbc.gov/hed

**Palm Beach County
Board of County
Commissioners**

**Sara Baxter
Mayor**

**Marci Woodward
Vice Mayor**

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

**"An Equal Opportunity
Employer"**

July 9, 2026

FloridaCommerce, Bureau of Small Cities and Rural Communities
107 East Madison Street, MSC 400
Tallahassee, FL 32399-6508

RE: Letter of Support for the City of South Bay – Village by the Lake Rural Infrastructure Fund Project Planning and Preparation Grant

Dear Grant Review Committee:

On behalf of Palm Beach County's Department of Housing and Economic Development, I am pleased to express our full support for the City of South Bay's application to the FloridaCommerce Rural Infrastructure Fund (RIF) Project Planning and Preparation Grant Program for Phase II of the Village by the Lake project.

The Village by the Lake project represents one of the most significant economic development opportunities within the Glades region. By transforming underutilized public property into a destination centered on eco-tourism, outdoor recreation, and nature-based experiences, this initiative has the potential to diversify the regional economy, attract private investment, create quality jobs, and enhance the quality of life for residents throughout western Palm Beach County.

The City has already demonstrated a strong commitment to this transformative project through the completion of a comprehensive Master Plan, feasibility studies, environmental evaluations, and extensive public engagement. The Phase II planning activities proposed through this application—including preliminary engineering, infrastructure planning, utility evaluations, site design, roadway planning, and detailed cost estimating—represent the critical next step toward advancing the project to a construction-ready stage and positioning it to successfully compete for future implementation funding.

Palm Beach County recognizes the Village by the Lake project as a catalyst for long-term economic revitalization throughout the Glades communities. The project aligns closely with regional priorities to strengthen tourism, expand economic opportunities, support small businesses, create sustainable employment, and preserve the area's unique natural resources.

During our discussions with the City earlier this year, we also recognized the project's strong potential to become a future Opportunity Zone investment due to its ability to attract private-sector investment and generate long-term economic growth. Its strategic location, regional significance, and ability to leverage future public and private partnerships position it for lasting success.

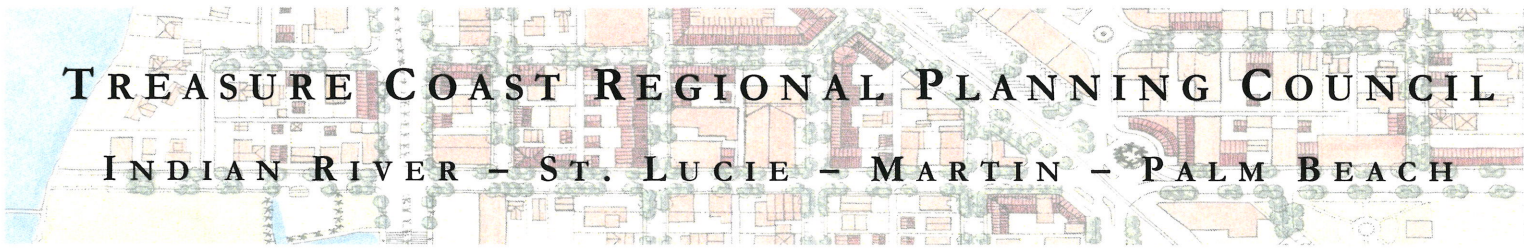
The Rural Infrastructure Fund was established to promote job creation, capital investment, and economic diversification in Florida's rural communities. The Village by the Lake project directly advances these objectives by planning the essential public infrastructure needed to support tourism development, future business opportunities, and sustained economic growth throughout the Glades region.

Palm Beach County appreciates FloridaCommerce's continued investment in Florida's rural communities and is proud to support the City of South Bay's application for this important funding opportunity. We strongly believe the Village by the Lake project embodies the goals of the Rural Infrastructure Fund and will deliver meaningful, long-term economic benefits to the Glades region and the State of Florida. We respectfully offer our full endorsement of this application and look forward to the positive impact this investment will have on the community. Please feel free to contact me at 561-233-3675 if you have any questions.

Thank you for your consideration.

Sincerely,


Meri Weymer, Assistant Director



TREASURE COAST REGIONAL PLANNING COUNCIL

INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

September 5, 2024

Bureau of Small Cities and Rural Communities
FloridaCommerce
107 East Madison Street, MSC 400
Tallahassee, FL 32399-6508

Subject: Support for Rural Infrastructure Fund (RIF) Grant Application for the City of South Bay

To Whom It May Concern:

Treasure Coast Regional Planning Council (Council) offers its support for the City of South Bay's application for a RIF Grant to complete the proposed *Village by the Lake* project, an integral part of the City's Eco-Tourism Master Plan. The development of nature trails, bird-watching stations, an amphitheater, and eco-friendly accommodations will enrich the lives of the residents as well as attract visitors, driving sustainable economic development and making the City and the Glades Region a premier eco-tourism destination.

The City's proposed project is supported by Council's Strategic Regional Policy Plan, particularly **Regional Goals 3.1** concerning an improved economy for the Region's distressed communities, and **Regional Goal 3.3** concerning maintenance and expansion of the tourism sector of the Region's economy. The efforts are also supported by Council's Comprehensive Economic Development Strategy Plan by furthering **Goal 7** preserving and enhancing the Region's quality of life, and **Objective 6.2** supporting industries where the Region's unique attributes are compelling.

The award of a RIF grant will be instrumental in conducting critical planning and design work to include infrastructure improvements to ensure resiliency of the proposed project, as well as preliminary site design and stakeholder engagement. As a municipality in the Treasure Coast Region, Council will support the City by providing technical assistance and shared resources to aid in the successful realization of this project.

We look forward to a successful review by FloridaCommerce and the award of funding for this project.

Sincerely yours,



Thomas J. Lanahan
Executive Director

"Bringing Communities Together" • Est.1976

421 SW Camden Avenue - Stuart, Florida 34994
Phone (772) 221-4060 - Fax (772) 221-4067 - www.tcrpc.org

Dear Grant Review Committee:

I am writing to express our strong support for the City of South Bay's application for the Florida Department of Commerce Rural Infrastructure Fund (RIF) Project Planning and Preparation Grant for the State Fiscal Year 2024-2025.

The City of South Bay, often referred to as "the Crossroads of South Florida," is strategically located at the intersection of U.S. 27 and SR 80, making it a critical area for economic development. Despite facing economic challenges, particularly in the tri-city Glades region of western Palm Beach County, South Bay has demonstrated remarkable leadership through targeted efforts aimed at economic revitalization and sustainable growth.

The City of South Bay has proactively engaged in several strategic planning initiatives to address its challenges and leverage its strengths. These efforts include developing a comprehensive 5-year Strategic Plan supported by multiple stakeholder meetings, a Community Survey, a SOAR Analysis, and an Asset Mapping Exercise. Additionally, the City has created an Eco-Tourism Master Plan and an Action-Oriented Economic and Resiliency Strategy. These initiatives have highlighted South Bay's untapped potential, particularly in its natural resources and strategic location, setting the stage for its transformation into a premier eco-tourism destination.

The South Bay Eco-Tourism Master Plan is a forward-thinking strategy aimed at promoting sustainable economic development, conserving natural resources, and improving the quality of life for residents and visitors. The plan includes enhancing access to the Lake Okeechobee Scenic Trail (LOST) and developing "The Village by The Lake" at the former Seminole Brighton Water Treatment Plant site. This visionary project features plans for nature trails, bird-watching stations, an amphitheater, a field area for regional events, and eco-friendly accommodations such as tent camping, RV sites, and future rental cabins.

To bring these developments to fruition, the City of South Bay is seeking the RIF Project Planning and Preparation Grant. The grant will be instrumental in conducting critical planning and design work, including the assessment of site development needs, infrastructure improvements, and ensuring the resiliency of these projects. Additionally, the grant will support vital data collection, preliminary site design, and facilitate stakeholder engagement through a series of community meetings.

Our agency is fully committed to supporting the City of South Bay in these efforts. We will continue to provide technical assistance and share resources to ensure the successful realization of these initiatives. We believe that the proposed projects will not only benefit the City of South Bay but also have a transformative impact on the entire Glades Region, driving both economic revitalization and environmental sustainability.

We respectfully urge you to consider the City of South Bay's application favorably. Their commitment to strategic planning, community engagement, and sustainable development makes them an ideal candidate for this funding. We are confident that their projects will deliver significant and lasting benefits to the region.

Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to be 'E. Perry', with a large, stylized loop for the 'P'.

Emanuel Perry
Executive Director
Palm Beach County Tourist Development Council
Eperry@palmbeachfl.com
561-233-3130

September 10, 2024

FloridaCommerce
Bureau of Small Cities and Rural Communities
107 East Madison Street - MSC 400
Tallahassee, Florida 32399-6508

To Whom It May Concern,

I am writing to express my strong support for the City of South Bay's application for the Rural Infrastructure Fund (RIF) Project Planning and Preparation Grant, specifically for the Village by the Lake project. As the founder and director of MCA Total Experience, I have had the privilege of consulting with the City on the initial concepts for this eco-tourism destination. I believe this project will have a transformative impact on our local community and the broader Glades region.

The Village by the Lake will enhance the natural beauty of our area, establish South Bay as a premier eco-tourism destination, and create new opportunities for youth engagement and education. In the summers of 2023 and 2024, MCA Total Experience offered a summer camp for local youth. The summer 2024 program had an average of 35 children participating weekly from June 10th through July 19th (see the attached flyer). Supported by Florida Crystals, US Sugar, the HE Hill Foundation, the City of South Bay, the City of Belle Glade, Florida Fish and Wildlife, and the University of Florida IFAS, this program provides outdoor education and activities that help instill structure, stability, and positive mindsets in our community's youth. Through fishing, wildlife conservation, and environmental stewardship activities, these young participants develop new skills and gain a sense of pride in their community's natural assets.

The Village by the Lake project will significantly expand the scope and impact of programs like ours, providing the necessary infrastructure and resources to sustain these initiatives year-round. This vibrant space will allow young people to connect with nature while learning critical life skills. Additionally, the summer camp will provide substantial economic benefits to the City of South Bay by generating revenue through camp fees and attracting families across the Glades region, further stimulating local tourism and business activity.

Beyond youth programs, MCA Total Experience and other local businesses will utilize the infrastructure of Village by the Lake to offer charter fishing, kayak trips, photography tours, bird-watching expeditions, nature tours, eco-cruises, and other guided services that capitalize on the region's natural beauty and resources. The development of these businesses will generate revenue and contribute to the overall growth of South Bay's eco-tourism industry, positioning it as a thriving hub for residents and visitors.

Thank you for considering the City of South Bay's application.

Sincerely,



Jeffery Willis, Jr.
Director, MCA total experience
561-985-8786
jeffwillis@mcatotalex.org

City of South Bay Village by the Lake

FloridaCommerce RIF Grant Application FY 2026-27

Cost-Estimating Explanation

The total Phase 2 cost of \$300,000 is based on the fixed task fees in the attached proposal from UNICUS Rail and Consulting Services, the City of South Bay's Technical Project Lead for Village by the Lake Phase 2. UNICUS will contract and coordinate with the engineering, architectural, surveying, geotechnical, environmental, cost-estimating, and other technical subconsultants required to complete the approved scope.

The proposal establishes a fixed fee for each technical task and divides the total project cost between two principal activities: \$110,000 for the Preliminary Engineering Report and \$190,000 for the coordinated preliminary/preconstruction design package and cost estimates. Each task fee corresponds directly to the work and deliverables described in the application and the attached proposal. These costs were developed based on the defined technical scope, required deliverables, and subconsultant costs.

The task-based fee structure enables the City and FloridaCommerce to link each requested expenditure to a specific eligible planning, engineering, or design activity and its corresponding technical work product. It also provides a clear basis for reviewing progress, invoices, and reimbursement requests against the approved scope.

The \$300,000 request covers the full cost of the proposed Phase 2 planning and design project. No other funding sources will be used for the activities in this budget, and no local match is required for this grant category.

No RIF funds are allocated to grant application preparation, grant administration, routine compliance reporting, reimbursement preparation, clerical support, general City staff time, or City overhead. These administrative expenses will be covered separately by the City through its operating budget. The proposed budget also excludes construction, final construction documents, construction administration, inspection, land acquisition, legal services, environmental remediation, property appraisal, final permit applications, and permit or application fees.

**UNICUS Rail
and Consulting Services**

PROJECT PROPOSAL

CITY OF SOUTH BAY

VILLAGE BY THE LAKE

PHASE TWO PROPOSAL

Prepared for

City of South Bay, Florida

Who We Are



UNICUS Rail and Consulting

Our Focus Begins with "U"

Thank you for considering UNICUS Rail and Consulting Services as the City of South Bay's Technical Project Lead for Phase 2 of Village by the Lake. UNICUS provides project planning, technical coordination, infrastructure development support, public engagement, budgeting, procurement support, grant implementation, and multidisciplinary project management for public-sector clients.

Laura Goodman holds a Bachelor of Design from the University of Florida and a Master of Science in Urban and Regional Planning from Florida State University. Her experience spans site planning, infrastructure development, public facilitation, regulatory coordination, grant implementation, and sustainable community development. Her familiarity with Florida state agencies and local government processes supports the coordinated delivery of complex public projects.

Eric Goodman holds a Bachelor of Arts from Florida Atlantic University and specializes in business management, budgeting, procurement, contract coordination, and project delivery. His experience supports schedule management, cost control, consultant coordination, financial accountability, and the on-time completion of project deliverables.

UNICUS is currently supporting the City in implementing Phase 1 of Village by the Lake. This continuity gives UNICUS a detailed understanding of the project's history, community priorities, site conditions, planning framework, and technical needs. During Phase 2, UNICUS will contract with and coordinate the engineering, architectural, surveying, geotechnical, environmental, cost-estimating, and other technical subconsultants required to complete the Preliminary Engineering Report and coordinated preliminary/preconstruction design package.

The Village by the Lake



The City of South Bay has identified Village by the Lake as a signature eco-tourism and economic-development initiative that will transform approximately 30 acres of underutilized City-owned property into a year-round recreation, cultural, and visitor destination. The project will leverage South Bay's strategic location near U.S. 27, Lake Okeechobee, and the Lake Okeechobee Scenic Trail while complementing existing recreational and cultural assets in the surrounding Glades region.

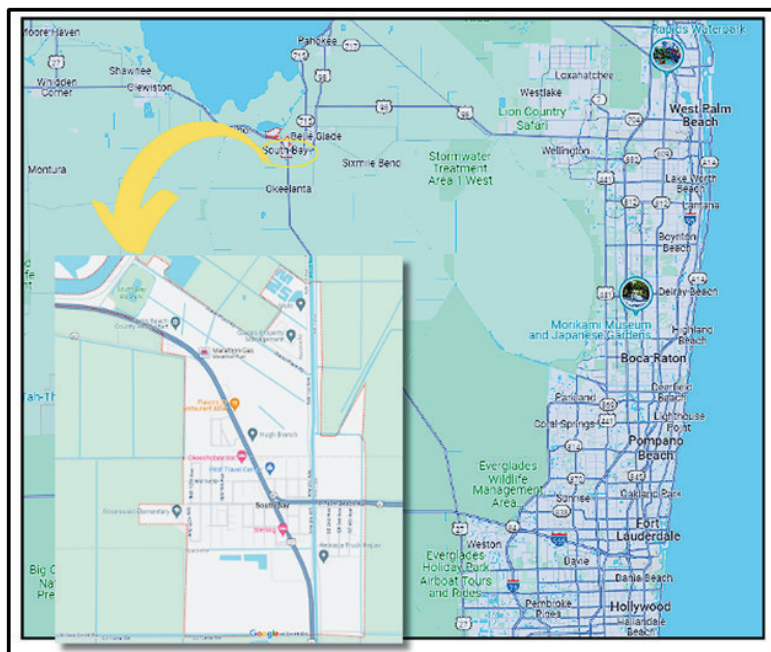
Planned facilities include full-hookup RV sites, tent campsites, rental cabins, bathhouses, a general store and check-in office, an amphitheater or bandshell, a covered pavilion, internal roads, parking, educational trails, accessible pathways, landscaping, utility systems, stormwater facilities, and related site infrastructure.

Through its FY 2024–25 Rural Infrastructure Fund award, the City has substantially advanced Phase 1. Completed work includes a feasibility study, master plan, and schematic design that confirmed the project's feasibility and established its vision, proposed development program, preliminary site layout, community priorities, operating framework, and anticipated economic benefits. Additional Phase 1 studies are documenting baseline site characteristics, and initial environmental investigations conducted after the feasibility study identified no conditions that would prevent development of the site.

Phase 2 will build on Phase 1 work by preparing preliminary engineering analyses, design criteria, plans, outline technical specifications, agency coordination materials, a permitting roadmap, and construction cost information needed to advance Village by the Lake toward final design, permitting, construction funding, procurement, and implementation.

The Phase 2 scope will be completed for a fixed fee of \$300,000 and will produce two major deliverables: A comprehensive Preliminary Engineering Report; and a coordinated preliminary/preconstruction design package with outline technical specifications and an Opinion of Probable Construction Cost.

Project Location



The City of South Bay is in the Glades region of western Palm Beach County, near the southeastern shore of Lake Okeechobee. Its location at the intersection of U.S. 27 and State Road 80 provides regional access and supports the City's identity as the "Crossroads of South Florida."

Village by the Lake will be developed on approximately 30 acres, comprising two City-owned parcels. The property is near Lake Okeechobee, the Lake Okeechobee Scenic Trail, U.S. 27, and the Palm Beach County-operated Crossroads Center, which includes the South Bay RV Park, a multipurpose building, and the historic South Bay Railroad Workers Cottage.

The parcels have Commercial and Recreation and Open Space land use designations, both of which are appropriate for the proposed development. The City is submitting a revised Comprehensive Plan to FloridaCommerce that includes objectives and policies formally incorporating Village by the Lake into the City's long-term planning framework.

The location provides access to existing transportation and utility corridors and positions Village by the Lake to complement nearby recreation, tourism, cultural, and community assets. Phase 2 will coordinate the proposed infrastructure, buildings, and amenities across both parcels.



Village by the Lake

Phase 2 Scope

Phase 2 Scope of Services

Phase 2 will convert the Phase 1 feasibility, planning, mapping, and schematic-design work into a coordinated engineering and preconstruction framework. The work will define the project's infrastructure requirements, establish design criteria, identify the regulatory pathway, develop preliminary designs, and produce a defensible construction-cost estimate.

Activity 1: Preliminary Engineering Report

Activity 1 will produce one comprehensive Preliminary Engineering Report that establishes existing site conditions, infrastructure requirements, design criteria, regulatory considerations, anticipated permits, and coordinated engineering recommendations.

Fixed fee: \$110,000

Activity 2: Preliminary/Preconstruction Design and Cost Estimates

Activity 2 will translate the PER findings and the Phase 1 schematic design into a single coordinated preliminary/preconstruction design package. The package will include concept-level engineering and architectural designs, outline technical specifications, an Opinion of Probable Construction Cost, agency preapplication materials, and integrated CAD and PDF files.

Fixed fee: \$190,000

UNICUS's Role

UNICUS will serve as the City's Technical Project Lead and will contract with and coordinate the technical subconsultants required to complete the approved scope. UNICUS's responsibilities will include: Technical subconsultant contracting and coordination; Interdisciplinary design integration; Technical scope and schedule coordination; Quality-control review; Preliminary regulatory-agency coordination; Identification and resolution of potential conflicts; Coordination of City review and public presentations; Integration and delivery of the final technical work products.

The City will remain responsible for grant administration, reimbursement requests, routine compliance reporting, financial recordkeeping, and other administrative obligations under the RIF grant agreement. No RIF funds will be used for grant application preparation, grant administration, clerical support, general City staff time, or City overhead.

Activity 1: Preliminary Engineering Report

Site Analysis and Technical Surveys — Fixed Fee: \$22,000

The Phase 2 site analysis will build on the basic survey and preliminary geotechnical work completed in Phase 1. A targeted, high-detail, three-dimensional engineering survey will document the portions of the site proposed for buildings, campsites, roads, parking, utilities, drainage improvements, and other developed facilities. The survey will identify elevation changes, visible utility features, tree lines, drainage features, and other physical conditions needed for preliminary engineering and design. A targeted geotechnical investigation will include a limited program of soil borings, sampling, and laboratory testing at representative locations to evaluate preliminary subsurface conditions and soil behavior. The resulting information will support preliminary grading, drainage, utility, roadway, foundation, and structural design. Additional survey or geotechnical work required for final construction documents is not included.

Environmental and Floodplain Resiliency Assessment — Fixed Fee: \$14,000

Phase 1 environmental findings will be incorporated into the infrastructure analysis. FEMA floodplain conditions, drainage characteristics, water-table considerations, and stormwater constraints will be evaluated to determine resilient site elevations, drainage concepts, stormwater design criteria, and applicable regulatory requirements.

Utility and Infrastructure Capacity Assessment — Fixed Fee: \$18,000

Phase 1 identified that all utilities necessary to support Village by the Lake are available for service to the property. Phase 2 will evaluate each required utility's availability, capacity, condition, demand, connection requirements, service extensions, easements, off-site improvements, and potential conflicts. The findings will establish preliminary utility demands and design criteria for the PER and the preconstruction design package.

Basis-of-Design Technical Memorandum — Fixed Fee: \$10,000

A Basis-of-Design Technical Memorandum will identify applicable codes and standards, storm criteria, structural requirements, accessibility standards, preliminary utility demands, design assumptions, and other technical parameters to guide preliminary designs and the subsequent final design.

Regulatory Agency Technical Coordination — Fixed Fee: \$12,000

Preliminary technical coordination will identify agency-specific design criteria, submittal requirements, potential permits, review dependencies, technical concerns, and information needed for subsequent final design and permitting.

Engineering Infrastructure Permitting Roadmap — Fixed Fee: \$10,000

A permitting roadmap will identify anticipated permits and approvals, responsible agencies, submittal requirements, sequencing considerations, and preliminary review timeframes. The roadmap will establish a practical path from preliminary design through final design, permitting, procurement, and construction.

PER Technical Analysis and Integration — Fixed Fee: \$24,000

The technical findings, calculations, design criteria, agency coordination results, and recommendations from Activity 1 will be analyzed and integrated into a comprehensive PER. The work will reconcile findings across disciplines, identify interdependencies and potential conflicts, and develop coordinated engineering recommendations.

Completion target: Month 9

The draft Preliminary Engineering Report will be presented at a public City Commission meeting, allowing for Commission review and public comment. Applicable comments will be addressed before the report is finalized.

The City will own the completed PER and may use it for subsequent design, permitting, funding, procurement, and construction activities.

Activity 2: Preliminary/Preconstruction Design and Cost Estimates

Civil Engineering and Site-Drainage Design — Fixed Fee: \$38,000

Preliminary designs will be prepared for grading, drainage, stormwater management, internal roadways, parking, pedestrian circulation, accessible routes, and site access. The work will coordinate these systems with the proposed buildings, campsites, recreational facilities, and amenities.

Water and Sanitary Sewer Infrastructure Design — Fixed Fee: \$24,000

Preliminary layouts will address drinking-water distribution, fire-flow service, sanitary sewer collection, utility extensions, connections to existing systems, and any necessary lift-station or force-main infrastructure.

Electrical Distribution and Site-Lighting Design — Fixed Fee: \$20,000

Preliminary load calculations, service requirements, distribution layouts, and connection concepts will be prepared for RV pedestals, cabins, bathhouses, the general store and check-in office, amphitheater facilities, the pavilion, site lighting, security systems, and other improvements.

Architectural and Structural Concept Engineering — Fixed Fee: \$30,000

Concept-level floor plans, elevations, structural systems, spatial requirements, accessibility provisions, life-safety considerations, and applicable code requirements will be developed for the proposed buildings and vertical improvements.

Landscape, Buffer, and Eco-Tourism Amenity Design — Fixed Fee: \$14,000

Preliminary designs will address native landscaping, vegetative buffers, shaded recreational areas, accessible pathways and trails, gathering spaces, wayfinding, interpretive signage, and related nature-based tourism amenities.

CSI Outline Technical Specifications — Fixed Fee: \$10,800

Outline technical specifications will detail the preliminary materials, systems, performance requirements, quality standards, and construction considerations for the project's major components.

Opinion of Probable Construction Cost — Fixed Fee: \$18,000

A preliminary construction-cost estimate will be prepared using estimated quantities, applicable unit costs, regional market data, contingencies, and stated assumptions. It will identify major cost categories, cost drivers, phasing considerations, alternatives, and value-engineering opportunities.

Agency Preapplication Engineering Package — Fixed Fee: \$20,000

Preliminary drawings, calculations, narratives, technical data, and supporting materials will be compiled into agency-specific preapplication packages. Agency comments and technical guidance will be documented and incorporated into the design package as appropriate and consistent with the preliminary design level.

Coordinated CAD/BIM Package Integration — Fixed Fee: \$15,200

The civil, utility, electrical, architectural, structural, and landscape materials will be consolidated into a single coordinated electronic package. The work will include interdisciplinary coordination, identification of potential conflicts, file and layer organization, cross-referencing, and preparation of final CAD and PDF records.

Completion target: Month 19

The draft Preliminary/Preconstruction Design and Cost Estimates will be presented at a public City Commission meeting, allowing for Commission review and public comment. Applicable comments will be addressed before the package is finalized. The City will own the design package and all future public improvements.

Village by the Lake

Phase Two Project Schedule

The proposed Phase 2 project will be completed within approximately 19 months after execution of the RIF grant agreement. The schedule provides sufficient time to complete the Preliminary Engineering Report, prepare the coordinated preliminary/preconstruction design package, conduct regulatory coordination, present both deliverables at public City Commission meetings, address applicable comments, and complete all grant closeout requirements.

Monthly coordination calls with the FloridaCommerce Grant Administrator and quarterly reporting will occur throughout the grant period. In Month 19, the City will submit all final reports, reimbursement documentation, project deliverables, and other materials required to close out the grant agreement.

Timeframe	Activity and Deliverable
Month 1	Execute the RIF grant agreement
Months 1-4	Site analysis and technical surveys
Months 3-5	Environmental and floodplain resiliency assessment
Months 3-6	Utility and infrastructure capacity assessment
Months 4-7	Basis-of-Design Technical Memorandum and Regulatory agency technical coordination
Months 6-7	Engineering infrastructure permitting roadmap
Months 6-8	Preliminary Engineering Report technical analysis and integration

Month 8	Public Review Deliverable 1
Month 9	Finalize and deliver Deliverable 1
Months 10-12	Civil engineering and drainage design; Water and sanitary sewer infrastructure design; and Electrical distribution and site-lighting design
Months 11-14	Architectural and structural concept engineering; and Landscape, buffer, and eco-tourism amenity design
Months 12-15	Coordinate preliminary designs and resolve potential conflicts
Months 14-16	CSI outline technical specifications
Months 14-17	Opinion of Probable Construction Cost
Months 15-17	Agency preapplication engineering package
Months 16-18	Coordinated CAD/BIM package integration
Month 18	Public review Deliverable 2
Month 19	Finalize and deliver Deliverable 2

Phase Two Fixed Fees

TASK	DESCRIPTION	FIXED FEE
ACTIVITY 1 - PRELIMINARY ENGINEERING REPORT	Site analysis and technical surveys	\$22,000
	Environmental and floodplain resiliency assessment	\$14,000
	Utility and infrastructure capacity assessment	\$18,000
	Basis-of-Design Technical Memorandum	\$10,000
	Regulatory agency technical coordination	\$12,000
	Engineering infrastructure permitting roadmap	\$10,000
	PER technical analysis and integration	\$24,000
ACTIVITY 1 SUBTOTAL		\$110,000
ACTIVITY 2 - PRELIMINARY/ PRECONSTRUCTION DESIGN AND COST ESTIMATES	Civil engineering and site-drainage design	\$38,000
	Water and sanitary sewer infrastructure design	\$24,000
	Electrical distribution and site-lighting design	\$20,000
	Architectural and structural concept engineering	\$30,000
	Landscape, buffer, and eco-tourism amenity design	\$14,000
	CSI outline technical specifications	\$10,800
	Opinion of Probable Construction Cost	\$18,000
	Agency preapplication engineering package	\$20,000
	Coordinated CAD/BIM package integration	\$15,200
ACTIVITY 2 SUBTOTAL		\$190,000
TOTAL PHASE TWO FIXED FEE		\$300,000

Fee Basis

The fixed fees include the technical services and subconsultant costs necessary to complete the stated scope and deliverables. No fee is included for grant application preparation, grant administration, routine compliance reporting, clerical support, general City staff time, construction, permit fees, or City overhead.

Proposal Assumptions

This proposal assumes timely access to the project property and to all relevant Phase 1 reports, surveys, maps, designs, and supporting information, as well as reasonable availability of City staff for coordination and review. The scope includes one public City Commission presentation and one consolidated City review and comment period for each major draft deliverable.

Survey and geotechnical services are preliminary and focused on the planned development areas and representative site conditions. Construction-level boundary, topographic, subsurface utility, and geotechnical investigations required for signed-and-sealed final construction documents are not included.

Agency review schedules and responses are outside the control of UNICUS and its subconsultants. Delays in agency responses or changes to agency requirements may require corresponding adjustments to the proposed schedule or scope.

The proposal does not include final construction-document preparation, construction, construction administration, inspection, final permit applications, application or permit fees, land acquisition, legal services, environmental remediation, property appraisal, or any services beyond the expressly stated scope unless authorized in writing. Material changes to the scope, schedule, assumptions, or required deliverables will be addressed through written authorization and an agreed-upon amendment.

Ownership and Permitted Use

The City of South Bay will own the final Preliminary Engineering Report, the preliminary/preconstruction design package, technical specifications, cost estimate, agency coordination records, and CAD and PDF files upon payment for the completed services. This proposal may be reproduced and submitted by the City for grant application, procurement, contracting, public records, and project administration purposes.

Let's Get to Work Together

We would be delighted to discuss this proposal further and address any questions you may have.

We look forward to the opportunity to work with the City of South Bay on Phase Two of the Village by the Lake.

**Laura
Goodman**



Phone

448-215-0573



Email

lmgoodman@unicusrail.com



Website

www.unicusrail.com

**Eric
Goodman**



448-215-0572



Email

eggoodman@unicusrail.com



Website

www.unicusrail.com

City of South Bay Village by the Lake

FloridaCommerce RIF Grant Application FY 2026-27

Documentation of Funding Sources

The \$300,000 RIF request covers the full cost of the proposed Phase 2 planning and design project. **No other funding sources will be used to cover costs in the Phase 2 budget**, and no local match is required for this grant category. The City will separately absorb all grant administration, routine reporting, general staff, and clerical costs through its operating budget. RIF funds will not be used for construction or administrative expenses.

CHAPTER 3: OVERALL GOALS

3.1 PURPOSE

The City of South Bay has endeavored to establish a Comprehensive Plan that broadens, enhances, and protects the quality of life for all its residents. The Comprehensive Plan's overall goals are to promote sustainable and strategic growth, enhance economic opportunity, preserve and restore natural resources, foster cultural identity, and ensure equitable access to housing, infrastructure, and public services. South Bay's planning framework emphasizes smart growth principles, environmental stewardship, community engagement, and fiscal responsibility.

The Overall Goals, Objectives, and Policies contained in this chapter summarize the guiding principles that inform the specific Goals, Objectives, and Policies found throughout the elements of the Comprehensive Plan. Together, they represent the City's commitment to creating a resilient, inclusive, and opportunity-rich future for current and future generations.

3.2 OVERALL GOALS, OBJECTIVES, AND POLICIES

GOAL 3.1: PROMOTE SMART GROWTH AND SUSTAINABLE LAND USE

Objective 3.11: Encourage compact, mixed-use, and transit-oriented development to utilize land resources and minimize infrastructure demands efficiently.

Policy 3.1.1.1: Promote mixed-use, transit-oriented development along key corridors and underutilized areas.

Policy 3.1.1.2: Prioritize infill development and adaptive reuse of public and privately owned land over expansion into undeveloped areas.

Policy 3.1.1.3: Implement zoning overlays that support higher-density, flexible development aligned with the City's strategic vision.

Policy 3.1.1.4: Ensure all land use decisions are formatted to comply with the Florida Department of Commerce and Community Planning Act requirements.

GOAL 3.2: EXPAND ECONOMIC OPPORTUNITY AND WORKFORCE READINESS

Objective 3.2.1: Foster a diversified, resilient economy that supports entrepreneurship, small business growth, and workforce development.

Policy 3.2.1.1: Prepare and update site plans for designated industrial lands, including the Park of Commerce, to enhance economic development readiness.

Policy 3.2.2.2: Support small business incubation programs in partnership with the TED Center, U.S. Small Business Administration (SBA), and the Small Business Development Center at Florida Atlantic University.

Policy 3.2.2.3: Attract targeted industries, including logistics, clean technology, eco-tourism, and agri-tourism, in collaboration with the Business Development Board.

Policy 3.2.2.4: Promote youth entrepreneurship and vocational training through partnerships with Career Source and other workforce development entities.

GOAL 3.3: PROMOTE HOUSING AFFORDABILITY AND NEIGHBORHOOD REVITALIZATION

Objective 3.3.1 Expand diverse, affordable housing options and revitalize neighborhoods through strategic public-private initiatives.

Policy 3.3.1.1: Utilize public lands to support the development of affordable and workforce housing projects.

Policy 3.3.1.2: Encourage mixed-income housing developments integrating market-rate, workforce, and affordable units.

Policy 3.3.3.3: Address title issues on 'heir' properties to unlock redevelopment opportunities and expand housing supply.

Policy 3.3.3.4: Leverage programs such as the State Apartment Incentive Loan (SAIL) and Low-Income Housing Tax Credit (LIHTC) to finance affordable housing development and rehabilitation.

Policy 3.3.4.5: Adopt zoning policies that support accessory dwelling units (ADUs), higher residential densities near transit, and a variety of housing types.

GOAL 3.4: DEVELOP SAFE, MODERN INFRASTRUCTURE AND IMPROVE MOBILITY

Objective 3.4.1 Enhance the City's transportation network, public utilities, and mobility options to support safe, efficient, and inclusive access.

Policy 3.4.1.1: Install Americans with Disabilities Act (ADA)-compliant bus shelters.

Policy 3.4.1.2: Partner with the Florida Department of Transportation (FDOT) to redesign major intersections, including US 27 and SR 80, and implement pedestrian safety projects.

Policy 3.4.1.3: Integrate "Safe Routes to School" principles into land use and transportation planning.

Policy 3.4.1.4: Expand pedestrian and bicycle infrastructure networks.

Policy 3.4.1.5: Designate a City liaison to coordinate project development and funding opportunities with Palm Tran, FDOT, and other transportation agencies.

GOAL 3.5: STRENGTHEN ENVIRONMENTAL RESILIENCE AND STEWARDSHIP

Objective 3.5.1. Protect natural systems and increase the City's resilience to climate impacts through proactive planning and sustainable practices.

Policy 3.5.1.1: Complete a citywide vulnerability assessment using Palm Beach County's Resilience tools to guide future capital planning.

Policy 3.5.1.2: Promote sustainable public building practices, encourage urban agriculture, and require native landscaping in public and private developments.

Policy 3.5.1.3: Establish greenhouse gas (GHG) emission reduction goals and incentivize low-impact, transit-oriented development.

GOAL 3.6: CELEBRATE CULTURAL IDENTITY AND ENHANCE COMMUNITY ENGAGEMENT

Objective 3.6.1 Promote South Bay's cultural heritage, expand tourism opportunities, and foster broad-based community engagement.

Policy 3.6.1.1: Integrate regional tourism assets, such as the Lake Okeechobee Scenic Trail (LOST) and the Village by the Lake, into Palm Beach County's Tourism Master Plan.

Policy 3.6.1.2: Collaborate with the Palm Beach County Cultural Council and the Tourist Development Council to enhance cultural promotion.

Policy 3.6.1.3: Support eco-tourism and agri-tourism initiatives through community markets, farm tours, and seasonal festivals.

Policy 3.6.1.4: Expand digital marketing strategies and improve wayfinding signage to highlight South Bay's unique cultural and historical assets.

DRAFT

CHAPTER 5: TRANSPORTATION ELEMENT

5.1 PURPOSE

The Transportation Element of the City of South Bay Comprehensive Plan establishes the foundational framework for creating, maintaining, and enhancing a safe, efficient, multimodal, and resilient transportation network. Its primary purpose is to guide transportation planning, investment, and policy decisions that support the City's broader goals of sustainable growth, equitable access, environmental stewardship, economic development, and public safety.

This Element addresses the statutory requirements outlined in Chapter 163.3177(6)(b) of the Florida Statutes and Rule 73C-40.007, Florida Administrative Code, ensuring that the City's transportation policies are consistent with State growth management objectives, regional mobility frameworks, and best planning practices.

The Transportation Element serves several critical functions:

- **Integration of Transportation and Land Use:** It ensures that transportation planning is closely coordinated with future land use decisions to promote compact, connected, and efficient development patterns, minimize congestion, support economic opportunity, and protect environmental resources.
- **Provision of Multimodal Mobility Options:** It establishes a policy basis for diversifying mobility options beyond private automobiles, including expanding transit services, pedestrian facilities, bicycle networks, and trail systems to create a more inclusive and accessible transportation environment for all residents.
- **Promotion of Public Safety and Complete Streets Principles:** It sets goals for enhancing roadway safety for motorists, transit users, pedestrians, bicyclists, freight operators, and vulnerable populations through infrastructure design improvements, traffic calming, and safety education initiatives.
- **Support for Regional and Statewide Transportation Objectives:** It aligns South Bay's transportation priorities with the Palm Beach Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP), the FDOT Strategic Intermodal System (SIS) Plan, and the Treasure Coast Regional Planning Council initiatives, enabling coordinated investments and stronger advocacy for funding.

- **Climate Resiliency and Infrastructure Sustainability:** It recognizes the vulnerability of South Bay's transportation system to climate change impacts, including flooding and storm events, and promotes resilient design and maintenance practices to safeguard critical infrastructure.
- **Economic Development Facilitation:** It positions transportation infrastructure improvements as catalysts for local and regional economic growth by supporting freight mobility, regional tourism, agricultural exports, and strategic site development to facilitate economic development.
- **Emergency Management and Evacuation Readiness:** It identifies the importance of maintaining and enhancing evacuation routes and emergency transportation systems, particularly concerning Lake Okeechobee's proximity and South Bay's flood exposure risks.

The Transportation Element is not intended to function in isolation. It is integrally linked with other elements of the Comprehensive Plan, particularly:

- Future Land Use Element (alignment of land use patterns with transportation capacity).
- Housing Element (support for affordable housing through accessible transportation).
- Infrastructure Element (coordination with utilities and stormwater management).
- Conservation Element (environmentally sustainable transportation practices).
- Capital Improvements Element (prioritization and funding of transportation projects).

Through adopting and implementing this Element, the City of South Bay will ensure that transportation policies and investments are proactive, equitable, sustainable, and strategically aligned with the community's long-term vision for a resilient and prosperous future.

5.2 INTRODUCTION

The City of South Bay's transportation network supports community mobility, regional connectivity, economic vitality, and public safety. Located at the crossroads of US Highway 27 and State Road 80, South Bay serves as an essential junction linking central, eastern, and southern Florida. Its unique position on the southeastern shore of Lake Okeechobee affords significant opportunities for the movement of agricultural goods, regional commuting, tourism, and emergency access; however, it also presents complex challenges requiring strategic, multimodal planning.

South Bay's transportation system historically developed around its agricultural economy, emphasizing regional truck freight, limited passenger traffic, and local road connectivity. Today,

evolving conditions, including demographic shifts, changing land use patterns, economic diversification goals, and heightened resilience needs, necessitate a comprehensive reevaluation of the City's mobility framework to ensure it meets 21st-century demands.

EXISTING NETWORK CHARACTERISTICS

The City's primary transportation infrastructure is composed of two major rural principal arterials:

- US Highway 27: Running north-south through the City, connecting South Bay to Miami, Fort Lauderdale, and central Florida logistics centers.
- State Road 80 (Southern Boulevard): This is the principal east-west corridor linking South Bay to West Palm Beach and coastal urban areas.

These roadways are critical for local access and regional goods movement, emergency evacuation, and intercity commuting. The Florida Department of Transportation (FDOT) owns and maintains both facilities. All other roadways within the City, predominantly local streets, are under municipal jurisdiction, with maintenance responsibilities assigned to the City of South Bay.

Freight rail access is provided regionally by the South Central Florida Express (SCFE) line, supporting the movement of agricultural products. However, no active rail terminals are located directly within South Bay. Public transit access is limited but vital, with fixed-route service by Palm Tran (Routes 40, 47) and demand-response service through the Go Glades program. Additionally, non-motorized mobility options, such as sidewalks and multi-use trails, remain sparse, creating gaps in connectivity and limiting safe access for pedestrians and bicyclists.

KEY TRANSPORTATION CHALLENGES

While South Bay's transportation system has historically met basic travel demands, it faces several emerging challenges that threaten its long-term efficiency, resilience, and equity:

- **Aging Infrastructure:** Local streets suffer from deferred maintenance, insufficient drainage, and outdated design standards that limit their functional capacity and safety.
- **Limited Transit Coverage:** Existing transit routes serve only a portion of the community.
- **Multimodal Gaps:** The coverage of sidewalk and bicycle facilities is incomplete, particularly along critical corridors and commercial nodes.
- **Freight Traffic Conflicts:** The City's reliance on US 27 and SR 80 for freight movement creates congestion and safety hazards, particularly in areas with higher pedestrian activity.

- **Climate Vulnerabilities:** Flooding risks associated with storm events and proximity to Lake Okeechobee place pressure on transportation resiliency planning.
- **Emergency Access and Evacuation Limitations:** South Bay's location within a federally identified flood risk area necessitates enhanced evacuation route planning and transportation system hardening.

OPPORTUNITIES FOR STRATEGIC IMPROVEMENT

Despite these challenges, South Bay is well-positioned to enhance its transportation network by leveraging key opportunities:

- **Multimodal Expansion:** Investing in complete streets, sidewalks, bicycle trails, and transit amenities to expand mobility choices.
- **Regional Collaboration:** Aligning City priorities with FDOT, Palm Beach TPA, and regional freight initiatives to secure funding and technical support.
- **Resilient Infrastructure:** Incorporating green infrastructure, storm-resistant designs, and future flood modeling into all roadway improvements.
- **Land Use Integration:** Coordinating transportation investments with targeted mixed-use development and strategic infill projects.
- **Tourism and Eco-Tourism Access:** Improving multimodal connections to the Lake Okeechobee Scenic Trail (LOST) and the Village by the Lake to promote tourism, recreation, and economic diversification.

The Transportation Element will serve as a roadmap to build a safer, more connected, more equitable, and more resilient mobility system that supports South Bay's evolving needs while preserving the City's distinct character and heritage.

5.3 LEGAL AND POLICY FRAMEWORK

The Transportation Element of the City of South Bay Comprehensive Plan complies with the legal and regulatory requirements established by the State of Florida to ensure that local governments provide safe, efficient, multimodal, and coordinated transportation systems. This Element is structured to meet the statutory mandates of the Community Planning Act, the administrative rules of the Florida Administrative Code, and the transportation planning frameworks established at the regional and federal levels.

Through the comprehensive application of these statutory requirements, administrative rules, regional strategies, and Federal mobility guidelines, the City of South Bay ensures that its Transportation Element is legally compliant, regionally integrated, environmentally responsible, and strategically aligned with best practices in modern transportation planning.

The City is committed to translating these legal and policy frameworks into actionable, measurable, and community-driven transportation strategies that promote long-term resilience, enhance equitable access, support sustainable growth, and advance public safety and prosperity.

FLORIDA STATUTES

The principal legal authority for the Transportation Element is derived from the Community Planning Act, specifically:

- **Section 163.3177(6)(b), Florida Statutes:** Requires every local government comprehensive plan to contain a transportation element that establishes the framework for developing an integrated, multimodal transportation system. Key statutory requirements include:
 - o Coordination between the transportation system and the future land use map.
 - o Maintenance of adopted Level of Service (LOS) standards for roadways.
 - o Identification of needs for expanding, maintaining, and rehabilitating transportation facilities.
 - o Provision for multimodal systems including pedestrian, bicycle, and public transit networks.
 - o Inclusion of strategies to reduce greenhouse gas emissions through transportation planning, where applicable.
- **Section 163.3180, Florida Statutes (Concurrency and Mobility):** Mandates that transportation facilities be available to serve developments concurrent with their impacts. Recent legislative changes allow for mobility plans and proportionate-share mitigation strategies as alternative mechanisms for managing transportation concurrency.
- **Section 339.155, Florida Statutes (Florida Transportation Plan):** Requires local governments to coordinate transportation planning activities with the long-range transportation goals and priorities of the State of Florida, emphasizing economic development, environmental protection, quality of life, and resiliency.

FLORIDA ADMINISTRATIVE CODE

The preparation of the Transportation Element must also conform to the criteria outlined in the Florida Administrative Code:

Rule 73C-40.007, F.A.C. (formerly Rule 9J-5.019): Establishes minimum standards for the Transportation Element's data, analysis, and policy content. Requirements include:

- An inventory and analysis of existing transportation facilities.
- Identification of transportation facilities to meet future land use projections.
- Adoption of level of service standards (LOS) for each facility type.
- Demonstrate coordination with regional and state transportation plans.
- Strategies to encourage the use of public transit and alternative transportation modes.

Rule 73C-40.004, F.A.C. (Consistency Requirement): Requires consistency between the Transportation Element, the Future Land Use Map, and other plan elements to ensure coherent, efficient planning and investment strategies.

REGIONAL AND STATE POLICY FRAMEWORKS

The Transportation Element must also maintain consistency with the following regional and Statewide transportation planning initiatives:

- **Palm Beach Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP) 2050:** This plan sets regional mobility goals for Palm Beach County, including safety enhancements, expanded multimodal infrastructure, transit system modernization, and freight mobility improvements. South Bay's transportation goals align with the TPA's regional strategies to improve equitable access, resiliency, and economic competitiveness.
- **Florida Department of Transportation (FDOT) Strategic Intermodal System (SIS) Plan:** Recognizes US Highway 27 and associated freight corridors near South Bay as part of the emerging SIS network, requiring local planning efforts to support interregional and Statewide mobility and economic development objectives.
- **Treasure Coast Regional Planning Council (TCRPC) Strategic Regional Policy Plan (SRPP):** Encourages integration of land use and transportation planning, expansion of multimodal travel options, enhancement of evacuation route resiliency, and promotion of compact urban forms to support sustainable regional growth.

- **Palm Beach County Comprehensive Plan:** Requires local coordination for functional classification consistency, evacuation planning, and transit expansion strategies, particularly through interlocal agreements and joint mobility studies.

FEDERAL TRANSPORTATION PLANNING CONTEXT

Although South Bay is not a Metropolitan Planning Organization (MPO) in its own right, it is part of the federally designated urbanized area under the purview of the Palm Beach TPA. Accordingly, transportation planning must be mindful of broader federal transportation mandates, including:

- **Fixing America's Surface Transportation (FAST) Act** (and its successor legislation): Emphasizes performance-based planning, system safety, multimodal access, and environmental sustainability.
- **Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Guidance:** This guidance calls for incorporating Complete Streets, context-sensitive solutions, and climate adaptation planning into local transportation elements.

5.4 REGIONAL COORDINATION AND CONSISTENCY

The success of the City of South Bay's transportation planning efforts depends on addressing local mobility needs and ensuring strong alignment and coordination with regional, State, and Federal transportation systems.

Given South Bay's strategic location at the intersection of US Highway 27 and State Road 80, and its critical role within the broader Glades Region of western Palm Beach County, the City's transportation planning must be integrated with the priorities, investments, and operational frameworks of larger regional and State systems.

The Transportation Element reflects South Bay's commitment to proactive regional coordination, intergovernmental collaboration, and strategic consistency with applicable regional, state, and federal mobility initiatives. By maintaining this alignment, the City ensures that its transportation policies and investments meet the immediate needs of its residents and businesses and contribute meaningfully to broader regional goals for safety, accessibility, resilience, sustainability, and economic vitality.

South Bay's Transportation Element is designed to be consistent with the following key regional and intergovernmental planning initiatives.

PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) LONG RANGE TRANSPORTATION PLAN (LRTP)

The Palm Beach TPA serves as the federally designated Metropolitan Planning Organization (MPO) for Palm Beach County, responsible for prioritizing transportation projects and coordinating federal and state funding. South Bay's Transportation Element aligns with the TPA's LRTP 2050, particularly in advancing the regional goals of:

- Expanding multimodal transportation options, including enhanced transit and active transportation infrastructure.
- Improving safety for all users, focusing on achieving Vision Zero targets for eliminating roadway fatalities and serious injuries.
- Promoting equitable access to transportation systems for underserved and mobility-challenged populations.
- Enhancing transportation system resiliency to climate change and extreme weather events.
- Supporting sustainable economic growth through improved freight mobility and regional connectivity.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STRATEGIC INTERMODAL SYSTEM (SIS) AND FIVE-YEAR WORK PROGRAM

US Highway 27 is part of Florida's Strategic Intermodal System (SIS), which designates it as a facility critical to statewide commerce, emergency evacuation, and regional travel. Through coordination with FDOT District Four, the City engages in project development, review, and funding alignment processes to maximize state transportation investments benefiting South Bay residents.

The City's Transportation Element ensures consistency with FDOT's SIS goals by:

- Supporting the operational efficiency and safety of US 27 and SR 80 as primary freight and evacuation corridors.
- Coordinating planned improvements through FDOT's Five-Year Work Program, including roadway resurfacing, bridge maintenance, and safety enhancement projects.
- Advocating for context-sensitive design improvements that balance regional mobility functions with local community needs.

TREASURE COAST REGIONAL PLANNING COUNCIL (TCRPC) STRATEGIC REGIONAL POLICY PLAN (SRPP)

As part of the Treasure Coast Region, South Bay's transportation policies reflect the TCRPC's Strategic Regional Policy Plan, which emphasizes:

- Integration of transportation and land use planning to promote compact, walkable communities.
- Preserving and enhancing regional greenways and trails, such as the Lake Okeechobee Scenic Trail (LOST).
- Enhancement of regional evacuation capabilities and emergency management coordination.
- Expansion of multimodal infrastructure that supports both regional connectivity and local livability.

PALM BEACH COUNTY COMPREHENSIVE PLAN AND TRANSPORTATION ELEMENT

The City's Transportation Element maintains consistency with the Palm Beach County Comprehensive Plan by:

- Adhering to the functional classification of roadways established by the County and FDOT.
- Coordinating transit services with Palm Tran and supporting expansion initiatives in the Glades area.
- Integrating countywide evacuation plans, emergency shelter access, and transportation resilience strategies into local mobility planning.
- Participating in county-level transportation impact analyses and traffic concurrency management programs.

The City also recognizes Palm Beach County's emphasis on Complete Streets design principles, aligning local roadway improvements with county and regional efforts to create safer, more inclusive corridors.

FEDERAL TRANSPORTATION PLANNING ALIGNMENT

Although South Bay does not independently manage federally classified highways, its transportation planning supports compliance with national transportation policy objectives under the Infrastructure Investment and Jobs Act (IIJA) and related federal programs. These objectives include:

- Advancing transportation safety initiatives.
- Expanding equitable access to mobility options.
- Supporting sustainable infrastructure and reducing carbon emissions.
- Enhancing resilience to natural hazards and climate impacts.

Through its alignment with the Palm Beach TPA, FDOT, and regional partners, South Bay is positioned to leverage federal transportation funding opportunities, including the Safe Streets for All (SS4A) program, the Transportation Alternatives Program (TAP), and discretionary grant programs supporting rural and small-community infrastructure.

5.5 CITY CONTEXT AND TRANSPORTATION SYSTEM OVERVIEW

The City of South Bay is a small, rural municipality situated along the southeastern shore of Lake Okeechobee in western Palm Beach County, Florida. With approximately 5,000 residents, South Bay is an important transportation crossroads for the Glades Region, providing critical linkages for agricultural freight movement, regional commuting, emergency evacuation, and tourism-related travel. Its strategic position at the convergence of US Highway 27 (SR 25) and State Road 80 (Southern Boulevard) establishes South Bay as a gateway between the agricultural heartland of South Florida and the rapidly urbanizing eastern coast.

The City's transportation system reflects its rural heritage and evolving role within the regional economy. Historically, transportation investments focused on supporting the agricultural industry, facilitating the movement of goods, particularly sugarcane and vegetable products, from the Glades to processing centers and coastal ports. Today, South Bay's mobility needs are increasingly diverse, encompassing local residential access, regional commuting patterns, goods movement, transit-dependent travel, and recreational tourism associated with the Lake Okeechobee Scenic Trail (LOST).

ROADWAY OWNERSHIP AND FUNCTIONAL CLASSIFICATION

South Bay's roadway network consists primarily of facilities owned and maintained by either the Florida Department of Transportation (FDOT) or the City of South Bay:

- **State Roadways:**
 - o US Highway 27 (SR 25) and State Road 80 (Southern Boulevard) are classified as rural principal arterials and form the primary high-capacity travel corridors through the City.

- o Both facilities are part of the State Highway System and are maintained and operated by FDOT.
- **City Roadways:**
 - o The remainder of the road network consists of local streets under the ownership and maintenance responsibility of the City of South Bay.
 - o Local streets serve residential neighborhoods, commercial areas, municipal facilities, and parks, providing critical first-mile/last-mile connectivity to the arterial network.
- **County Facilities:**
 - o Palm Beach County maintains limited facilities near South Bay's borders but does not directly own or operate roadways within the current municipal boundaries.
- **Roadway functional classifications** within South Bay follow the FDOT's Roadway Functional Classification System, which defines roads based on their role in serving mobility and access needs:
 - o Principal Arterials: Facilitate high-speed, high-capacity regional movement (US 27, SR 80).
 - o Local Streets: Provide direct access to adjacent land uses, prioritize low-speed travel, and facilitate neighborhood circulation.

The functional classification hierarchy influences transportation planning decisions regarding roadway design, access management, land use compatibility, and investment priorities.

REGIONAL FREIGHT AND GOODS MOVEMENT ROLE

South Bay is vital in regional freight mobility due to its proximity to major agricultural production areas and access to highway and rail systems.

- US Highway 27 is a designated freight corridor under FDOT's Strategic Intermodal System (SIS). It serves as a primary north-south trucking route connecting Miami to central and northern Florida.
- State Road 80 is a critical east-west freight and commuter connection linking western Palm Beach County communities to the Atlantic coast.

Freight traffic constitutes a significant portion of vehicular volumes on South Bay's principal arterials, influencing roadway maintenance needs, safety considerations, and long-term design requirements.

In addition to roadway freight movement, the South Central Florida Express (SCFE) rail line provides regional freight rail service, particularly for agricultural commodities. Although South Bay does not contain an active freight rail terminal, the proximity of rail infrastructure enhances the City's role in the regional logistics network.

LOCAL TRAVEL PATTERNS AND MODAL CHARACTERISTICS

Local mobility patterns within South Bay are characterized by a reliance on private automobiles, supplemented by public transit services provided by Palm Tran and limited non-motorized transportation options. Key mobility characteristics include:

- **Commuting Patterns:** Many residents commute to employment centers in Belle Glade, Pahokee, and the eastern urbanized areas of Palm Beach County. Due to limited transit options, most commutes are single-occupancy vehicle trips.
- **Transit Dependence:** A significant portion of South Bay's population is transit-dependent, including lower-income households, seniors, and individuals without access to private vehicles. Transit services such as Palm Tran's fixed routes and the Go Glades demand-response service are vital for equitable access.
- **Non-Motorized Mobility:** Walking and bicycling are limited by incomplete sidewalk networks, minimal dedicated bicycle facilities, and roadway designs that prioritize vehicular traffic. Expanding multimodal facilities is essential to improving safety, accessibility, and community health.

EMERGENCY EVACUATION AND RESILIENCY ROLE

South Bay's transportation system plays a critical role in regional emergency management. Located near the Herbert Hoover Dike and associated floodplain zones, the City must maintain reliable and resilient evacuation routes to support public safety during extreme weather events and potential infrastructure emergencies.

- State Road 80 and US Highway 27 are designated primary evacuation routes for South Bay and the greater Glades region.
- Transportation system vulnerabilities to flooding and storm impacts necessitate continuous coordination with Palm Beach County Emergency Management and FDOT to maintain operational readiness.

- Future transportation planning must incorporate climate adaptation strategies, resilient design standards, and emergency response coordination to safeguard critical mobility functions.

TRANSPORTATION SYSTEM CHALLENGES AND OPPORTUNITIES

South Bay faces several transportation challenges that are addressed in the Comprehensive Plan:

- Aging roadway infrastructure requires maintenance and modernization.
- Gaps in sidewalk, bicycle, and transit infrastructure limit mobility choices.
- Safety concerns for pedestrians, bicyclists, and motorists, particularly along high-speed freight corridors.
- Vulnerability to flooding and extreme weather impacts.
- Funding limitations for major transportation projects.

Conversely, South Bay is well-positioned to capitalize on opportunities to improve mobility and quality of life through:

- Expansion of multimodal networks and Complete Streets initiatives.
- Regional coordination for freight efficiency and economic development.
- Access to state and federal funding programs supporting community infrastructure improvements.
- Strategic land use and transportation integration efforts to promote compact, connected growth patterns.

5.6 EXISTING TRANSPORTATION SYSTEM INVENTORY AND ANALYSIS

This section provides a detailed inventory and analysis of the City of South Bay's existing transportation system, including its roadway network, public transit services, non-motorized transportation facilities, freight and goods movement infrastructure, aviation connectivity, and system vulnerabilities. This analysis serves as the factual basis for identifying existing deficiencies, future needs, and strategic improvement opportunities.

ROADWAY SYSTEM

ROADWAY CLASSIFICATION AND OWNERSHIP

South Bay's roadway network consists of a combination of state-maintained and locally maintained facilities:

- **State Facilities:**
 - o **US Highway 27 (SR 25):** Classified as a rural principal arterial, this north-south corridor connects South Bay to Miami to the south and central/northern Florida to the north.
 - o **State Road 80 (Southern Boulevard):** Also classified as a rural principal arterial, this east-west corridor provides direct access to Belle Glade, West Palm Beach, and coastal cities.
- **City Facilities:**
 - o All other public roads within the City limits are local streets under municipal ownership and maintenance.
 - o Local streets are designed primarily for low-speed residential and local commercial access.

EXISTING ROADWAY CONDITIONS

- US Highway 27 and SR 80 are four-lane divided highways with limited access management features. They are designed for high-capacity, regional travel but intersect with South Bay's local street network without grade separation.
- Local streets vary widely in condition, with some segments exhibiting pavement deterioration, inadequate drainage infrastructure, and substandard roadway widths.

LEVEL OF SERVICE (LOS) ANALYSIS

According to FDOT and Palm Beach TPA data:

- US Highway 27 and State Road 80 operate at LOS C or better during peak hours, consistent with FDOT SIS targets.
- Local streets generally operate well below capacity; however, deficiencies exist in roadway design, pedestrian safety, and intersection functionality.

TABLE 5-1 CITY OF SOUTH BAY ADOPTED LEVEL OF SERVICE (LOS) STANDARDS

<u>Roadway Type</u> <u>Adopted LOS</u>	<u>Roadway Type</u> <u>Adopted LOS</u>
<u>SIS Facility (US 27) C</u>	<u>SIS Facility (US 27) C</u>
<u>Principal Arterial (SR 80) D</u>	<u>Principal Arterial (SR 80) D</u>
<u>Local Streets D</u>	<u>Local Streets D</u>

Source: FDOT and Palm Beach TPA

PUBLIC TRANSIT SERVICES

FIXED-ROUTE BUS SERVICE

- Palm Tran operates regional bus routes through South Bay, including:
 - o Route 40: Connects Belle Glade and South Bay to West Palm Beach via SR 80.
 - o Route 47: North-south service connects South Bay to the neighboring Glades communities, Pahokee, and Belle Glade.
- Bus frequencies are limited, generally operating at hourly headways, with reduced weekend service.

DEMAND-RESPONSE SERVICE

- Go Glades: A demand-response service operated by Palm Tran; Go Glades provides flexible, reservation-based transportation within the Glades region. Fares are low-cost or free for qualified riders. Service is vital for mobility-impaired and transit-dependent populations.

PARATRANSIT SERVICE

- Palm Tran Connection provides ADA-compliant paratransit services for eligible riders, including seniors and persons with disabilities.

TRANSIT FACILITIES

- Bus stop amenities are minimal. Few stops have shelters, seating, or ADA-accessible boarding areas, limiting convenience and comfort, particularly for vulnerable users.

NON-MOTORIZED TRANSPORTATION FACILITIES

SIDEWALK NETWORK

- Sidewalk coverage is incomplete. While some newer subdivisions and central City areas have sidewalks, many local streets, particularly in older neighborhoods, lack continuous pedestrian facilities.
- Sidewalk gaps exist along critical corridors such as SR 80, MLK Boulevard, and access routes to schools and parks.

BICYCLE FACILITIES

- There are currently no designated on-street bicycle lanes within South Bay.
- A multi-use trail connection to the Lake Okeechobee Scenic Trail (LOST) exists, but access from the urban core to this facility is limited and poorly signed.
- Bicycle infrastructure is ad hoc, consisting primarily of paved shoulders on some segments of SR 80 and US 27.

SAFETY CONSIDERATIONS

- Lack of sidewalks, crosswalks, lighting, and dedicated bicycle facilities contributes to pedestrian and bicyclist vulnerability, particularly along high-speed corridors.

FREIGHT AND GOODS MOVEMENT INFRASTRUCTURE

- US Highway 27 is the primary freight route for truck movements through South Bay, connecting agricultural production areas to processing centers and ports.
- State Road 80 provides east-west freight connections and carries significant commuter traffic, creating potential for modal conflicts.
- South Central Florida Express (SCFE):

- o This short-line freight railroad passes through South Bay, connecting agricultural areas to the CSX network and the Florida East Coast Railway (FEC) at Fort Pierce.
- o Although no freight terminals are located within South Bay, proximity to SCFE enhances regional logistics capabilities.

FREIGHT MOVEMENT CHALLENGES

- Truck traffic contributes to roadway wear and safety challenges on US 27 and SR 80.
- Local streets are generally not designed for heavy truck traffic; cut-through movements occasionally impact residential neighborhoods.

AVIATION ACCESS

- **Belle Glade State Municipal Airport (X10)**, located approximately five miles north of South Bay, provides general aviation services including crop dusting, charter flights, and small freight operations.
- **Palm Beach International Airport (PBI)**, located approximately 40 miles east, is the primary facility for commercial air travel and air freight access for South Bay residents and businesses.

TRANSPORTATION SYSTEM VULNERABILITIES

FLOOD RISK AND CLIMATE RESILIENCY

- South Bay is located within a flood-prone area associated with the Herbert Hoover Dike and Lake Okeechobee.
- Major evacuation routes (US 27 and SR 80) are vulnerable to flooding during major storm events, hurricanes, and potential dike failures.

EMERGENCY EVACUATION

- SR 80 and US 27 are designated primary evacuation routes under Palm Beach County's Emergency Management Plan.
- Coordination with FDOT and Palm Beach County is critical to maintaining evacuation readiness, shelter accessibility, and public transportation support during declared emergencies.

5.7 FUTURE TRANSPORTATION NEEDS AND DEFICIENCIES

This section identifies and analyzes the City of South Bay's anticipated transportation needs through the planning horizons of 2035 and 2045, based on expected demographic, economic, and land use changes. It also highlights projected deficiencies in the roadway, transit, pedestrian, bicycle, freight, and evacuation systems, providing the analytical foundation for future transportation investments and policy actions.

POPULATION, EMPLOYMENT, AND LAND USE TRENDS

According to projections prepared for the South Bay Comprehensive Plan Update and the Palm Beach Transportation Planning Agency's (TPA) 2050 Long Range Transportation Plan (LRTP):

- **Population Growth:** South Bay's population is projected to experience modest growth through 2045, reflecting residential infill, affordable housing development, and broader regional pressures.
- **Employment Trends:** Economic diversification efforts, including agricultural value-added industries, logistics, and eco-tourism initiatives, are anticipated to increase employment within and near South Bay.
- **Land Use Changes:** The Future Land Use Element envisions mixed-use and higher-density residential development within the City's urban core, emphasizing walkable, connected patterns to support multimodal transportation.

Although moderate compared to urbanized eastern Palm Beach County, these trends will generate incremental increases in travel demand, multimodal mobility needs, and system maintenance pressures.

ROADWAY CAPACITY AND LEVEL OF SERVICE (LOS) DEFICIENCIES

PROJECTED ROADWAY DEMAND

Using traffic growth factors derived from the Palm Beach TPA's regional model and Florida Department of Transportation (FDOT) historical trends:

- **US Highway 27 and State Road 80 are expected to experience gradual increases in both commuter and freight traffic volumes over the next two decades.**

- Local street traffic volumes will increase moderately due to residential infill, redevelopment, and neighborhood connectivity improvements.

ROADWAY DEFICIENCY ANALYSIS

- **Principal Arterials:**
 - o US 27 is projected to maintain LOS C through 2045, but intersection congestion at major access points may degrade during peak periods.
 - o SR 80 may experience localized LOS declines, particularly near the intersection with US 27, potentially falling to LOS D by 2045 without operational improvements.
- **Local Streets:**
 - o Capacity deficiencies are not anticipated for local streets; however, infrastructure conditions such as pavement quality, drainage, and sidewalk coverage will require systematic reinvestment.
- **Safety Deficiencies**
 - o Without proactive intervention, the lack of controlled pedestrian crossings, inadequate lighting, and limited traffic calming measures will continue to pose safety risks, particularly for pedestrians and bicyclists near schools, parks, and commercial centers.

TRANSIT SERVICE GAPS AND FUTURE NEEDS

FIXED-ROUTE SERVICE EXPANSION

- Current Palm Tran services (Routes 40 and 47) are limited in frequency and span. As residential and employment growth occurs, there will be increased demand for:
 - o More frequent service headways, particularly during peak travel periods.
 - o Expanded service hours to support nontraditional work shifts.
 - o Additional bus stops and transfer points with improved amenities.

DEMAND-RESPONSE AND PARATRANSIT

- The importance of Go Glades and Palm Tran Connection services will grow as the City's senior population increases.
- Future needs include expanding service coverage to new residential areas and enhancing reliability through technology-based ride scheduling improvements.

SIDEWALK, TRAIL, AND BICYCLE FACILITY EXPANSION NEEDS

PEDESTRIAN NETWORK EXPANSION

- **Sidewalk Gaps:** Sidewalk installation will be required along major corridors such as SR 80, MLK Boulevard, and streets leading to schools, parks, and civic centers.
- **ADA Accessibility:** Upgrades are necessary to ensure ADA-compliant ramps, detectable warning surfaces, and sufficient sidewalk widths along all major pedestrian routes.

BICYCLE FACILITIES DEVELOPMENT

- **On-Street Bicycle Lanes:** Implemented bicycle lanes or shared-lane markings on select collector and arterial roadways.
- **Multi-Use Trails:** Development of local trail connectors linking residential neighborhoods to the Lake Okeechobee Scenic Trail (LOST) and regional greenways.
- **Bicycle Parking:** Installation of bike racks and secure storage at key civic and commercial destinations.

FREIGHT MOVEMENT AND LOCAL CONFLICT MITIGATION

As freight volumes along US 27 and SR 80 increase:

- **Truck Conflicts:** Local access conflicts will increase where heavy trucks mix with local traffic, pedestrians, and bicycles near key intersections.
- **Pavement Deterioration:** Accelerated wear and tear on principal arterials and adjacent access routes will necessitate proactive maintenance.
- **Design Improvements Needed:**
 - Signal timing optimization to reduce freight congestion.
 - Intersection improvements with wider turn radii for large trucks where appropriate.

- o Access management strategies to separate local and through freight movements.

EMERGENCY MANAGEMENT AND EVACUATION SYSTEM ENHANCEMENTS

Given South Bay's location within the Lake Okeechobee flood impact area, continued attention to evacuation system capacity is critical:

- **Evacuation Routes:** SR 80 and US 27 will remain the City's primary evacuation corridors. These routes must be maintained in good operational condition and hardened against flood risks.
- **Resilience Planning:** Future transportation improvements must incorporate elevated roadway designs, storm-resistant materials, and redundancy strategies to ensure safe evacuation under various hazard scenarios.

CLIMATE CHANGE AND TRANSPORTATION RESILIENCE

Projected climate impacts, including increased rainfall intensity, storm surge risk, and extreme heat events, necessitate adaptive transportation strategies:

- **Vulnerability Assessments:** Future roadway projects should include site-specific vulnerability analyses.
- **Green Infrastructure Integration:** Incorporation of bioswales, permeable pavements, and resilient landscaping to manage stormwater and reduce heat island effects.
- **Coordinate with Regional Resilience Initiatives:** Align local resilience planning with Palm Beach County and Treasure Coast Regional Planning Council initiatives to access funding and technical support.

5.8 TRANSPORTATION VISION AND STRATEGIC FRAMEWORK

Building on the analysis of existing conditions and future needs, the City of South Bay has developed a Transportation Vision and Strategic Framework to guide decision-making, project prioritization, and policy development through 2045. This vision is grounded in the City's broader Comprehensive Plan goals of promoting sustainable growth, enhancing public safety, fostering economic development, protecting natural resources, and strengthening community resilience.

The Transportation Vision emphasizes creating a safe, efficient, multimodal, equitable, and climate-resilient transportation system that supports the mobility needs of all residents, businesses, and

visitors, while reinforcing the City's role as a regional gateway within the Glades area of Palm Beach County.

Transportation Vision Statement: South Bay envisions a connected, resilient, and multimodal transportation system that provides safe, efficient, and equitable access for all users, supports sustainable economic development, enhances community health and quality of life, preserves the City's unique character, and strengthens regional connectivity in partnership with local, state, and federal partners.

STRATEGIC THEMES

The Transportation Vision is organized around six interrelated strategic themes that reflect the City's priorities for the future:

1. MULTIMODAL MOBILITY AND ACCESSIBILITY

South Bay will promote a transportation system that accommodates a variety of travel modes, including walking, bicycling, transit, freight, and automobiles, to expand mobility choices for all residents and reduce dependence on single-occupancy vehicles.

- **Expand Sidewalk and Bicycle Networks:** Fill sidewalk gaps, implement new crosswalks, install bicycle lanes, and enhance multimodal access to parks, schools, employment centers, and regional trails.
- **Enhance Public Transit Services:** Support the expansion of Palm Tran fixed-route services and Go Glades demand-response operations to better serve the City's growing and transit-dependent populations.
- **Support Complete Streets Design:** Incorporate Complete Streets principles into roadway design standards to ensure facilities are safe and accessible for users of all ages and abilities.

2. TRANSPORTATION EQUITY AND COMMUNITY INCLUSION

The City recognizes that transportation access is a key determinant of economic opportunity, education access, healthcare availability, and overall quality of life.

- **Prioritize Underserved Communities:** Focus transportation investments on improving mobility for historically underserved neighborhoods, including those with low vehicle ownership rates and limited access to existing services.

- **Ensure ADA Compliance:** Upgrade transit stops, sidewalks, and pedestrian crossings to meet or exceed Americans with Disabilities Act (ADA) standards, ensuring mobility for all residents.
- **Promote Affordable Transportation Choices:** Collaborate with regional partners to maintain affordable transit fares and explore mobility subsidy programs where appropriate.

3. LAND USE AND TRANSPORTATION COORDINATION

South Bay will closely coordinate transportation planning with land use decisions to promote compact, connected, and sustainable urban development patterns.

- **Support Transit-Oriented Development (TOD):** Encourage higher-density, mixed-use development near transit corridors to maximize accessibility and reduce vehicle miles traveled.
- **Integrate Mobility Planning into Growth Areas:** Plan transportation improvements that anticipate and support new development in designated growth areas, particularly the Village by the Lake and future infill neighborhoods.
- **Enhance First-Mile/Last-Mile Connections:** To complete multimodal trip chains, focus on improving pedestrian and bicycle access to transit facilities and community destinations.

4. TRANSPORTATION SAFETY AND COMPLETE STREETS

A fundamental objective of South Bay's transportation vision is to create a transportation system that prioritizes safety for all users.

- **Implement Vision Zero Principles:** Adopt and implement a Vision Zero strategy to eliminate traffic-related fatalities and serious injuries.
- **Invest in Intersection Safety Improvements:** Prioritize improvements such as enhanced crosswalks, signal timing optimization, lighting, and traffic calming on high-risk corridors and at critical intersections.

- **Promote Public Education Campaigns:** Support community education efforts to promote safe driving, cycling, and pedestrian behaviors.

5. TRANSPORTATION RESILIENCE AND CLIMATE ADAPTATION

South Bay acknowledges the growing impact of climate change and the need to build a transportation system that is resilient for future environmental conditions.

- **Harden Critical Transportation Infrastructure:** In future roadway projects, prioritize flood-resistant designs, elevated roadways, stormwater management features, and resilient materials.
- **Plan for Emergency Evacuation Capacity:** Ensure that major evacuation routes such as US 27 and SR 80 remain operational under storm and flood conditions, coordinating closely with FDOT and Palm Beach County.
- **Integrate Green Infrastructure:** To manage stormwater and mitigate heat island effects, incorporate bioswales, permeable pavements, and tree canopy expansion into roadway projects.

6. REGIONAL COORDINATION AND CONNECTIVITY

South Bay will continue engaging with regional partners to ensure local transportation investments align with broader mobility, economic development, and resilience strategies.

- **Coordinate with Palm Beach TPA, FDOT, and Palm Tran:** Advocate for regional investments that benefit the South Bay and the Glades region and ensure inclusion in long-range planning and funding processes.
- **Strengthen Freight Connectivity:** Enhance the efficiency and safety of freight movements through the City while mitigating local traffic impacts.
- **Leverage Regional Trail and Greenway Initiatives:** Collaborate on expanding the Lake Okeechobee Scenic Trail (LOST) and regional greenway networks to promote eco-tourism and outdoor recreation opportunities.

5.9 MONITORING, EVALUATION, AND REPORTING

Effective monitoring, evaluation, and reporting are essential components of the City of South Bay's transportation planning and infrastructure management approach. A robust monitoring framework ensures that the Transportation Element's Goals, Objectives, and Policies are actively implemented, performance outcomes are systematically assessed, and necessary adjustments are made to respond to changing conditions, emerging challenges, and evolving community needs.

This section outlines the City's strategy for tracking the performance of its transportation system, evaluating the effectiveness of policies and investments, and complying with applicable statutory review and reporting requirements.

ANNUAL TRANSPORTATION SYSTEM PERFORMANCE REPORTING

The City of South Bay will prepare and maintain an Annual Transportation System Report summarizing key mobility and infrastructure performance indicators. This report will be used to:

- Measure progress toward the Transportation Vision and Strategic Framework goals.
- Identify emerging issues requiring policy or capital investment responses.
- Support funding applications and demonstrate project outcomes to regional, state, and federal agencies.
- Inform updates to the Capital Improvements Program (CIP) and budget processes.

KEY PERFORMANCE INDICATORS (KPI'S)

The City's annual report will track the following transportation-related performance measures:

TABLE 5-2: CITY OF SOUTH BAY TRANSPORTATION KEY PERFORMANCE INDICATORS

<u>Category</u>	<u>Performance Indicators</u>
<u>Roadway System</u>	<u>Roadway Level of Service (LOS), average daily traffic (ADT) volumes, intersection congestion points, pavement condition index (PCI).</u>
<u>Public Transit</u>	<u>Ridership levels at Palm Tran and Go Glades, service frequency changes, stop and shelter improvements, and service coverage expansion.</u>

<u>Non-Motorized Mobility</u>	<u>Linear miles of new sidewalks constructed, new crosswalks installed, and linear miles of bicycle lanes and trails completed.</u>
<u>Safety</u>	<u>Crash rates (total, pedestrian, bicyclist), high-crash locations, and the number of safety improvement projects completed.</u>
<u>Freight Movement</u>	<u>Truck traffic volumes on US 27 and SR 80, freight conflict mitigation projects implemented.</u>
<u>Resiliency</u>	<u>Number of flood mitigation improvements completed on critical corridors, drainage enhancements, and evacuation route resilience projects.</u>
<u>Equity</u>	<u>Number and proportion of projects completed in underserved neighborhoods and ADA-compliance upgrades completed.</u>

TRANSPORTATION SYSTEM CONCURRENCY MANAGEMENT

In accordance with Section 163.3180, Florida Statutes, South Bay will maintain a concurrency management system to ensure that transportation facilities are available to serve new development concurrent with the impacts of that development.

Concurrency management activities will include:

- Review of development applications for compliance with adopted roadway Level of Service (LOS) standards.
- Assessment of impacts to multimodal transportation systems, where applicable.
- Identification and monitoring of committed transportation improvements necessary to maintain LOS standards.

Concurrency assessments will be integrated into the City's development review processes, ensuring consistent application of mobility requirements across all types of projects.

EVALUATION AND APPRAISAL REPORTING (EAR)

As required by Section 163.3191, Florida Statutes, the City of South Bay will conduct a Comprehensive Plan Evaluation and Appraisal Review (EAR) at least once every seven years.

During each EAR cycle, the Transportation Element will be comprehensively reviewed to:

- Evaluate the achievement of adopted Goals, Objectives, and Policies (GOPs).

- Assess the adequacy of transportation infrastructure to support anticipated land use and population growth.
- Identify changing conditions or trends that require updates to transportation priorities, policies, or projects.
- Ensure consistency with updates to regional plans (Palm Beach TPA LRTP), state plans (FDOT SIS Plan), and federal transportation policy.
- Recommend necessary amendments to the Transportation Element and the broader Comprehensive Plan.

The EAR process will incorporate public engagement, intergovernmental coordination, and technical analysis to ensure that the Transportation Element remains responsive, forward-looking, and legally compliant.

ADAPTIVE MANAGEMENT APPROACH

Recognizing the dynamic nature of transportation needs, funding availability, technological innovation, and climate impacts, the City of South Bay will utilize an adaptive management approach in its transportation planning efforts.

Adaptive management principles include:

- Regular reassessment of performance data and community needs.
- Flexibility to adjust policies, capital projects, and funding priorities based on new information and opportunities.
- Where feasible, integrate innovative transportation technologies, such as micro transit, real-time transit tracking, and green infrastructure design techniques.
- Ongoing collaboration with regional, State, and Federal agencies to align local transportation priorities with broader mobility, safety, and resilience initiatives.

This approach ensures that South Bay remains proactive, responsive, and strategically positioned to meet its long-term transportation goals, despite uncertainty and evolving conditions.

5.10 GOALS, OBJECTIVES, AND POLICIES

GOAL 5.1: DEVELOP AND MAINTAIN A SAFE, EFFICIENT, MULTIMODAL, AND RESILIENT TRANSPORTATION SYSTEM THAT SUPPORTS THE MOBILITY NEEDS OF ALL USERS, PROMOTES SUSTAINABLE ECONOMIC GROWTH, PROTECTS PUBLIC HEALTH AND SAFETY, AND STRENGTHENS COMMUNITY RESILIENCE.

Objective 5.1.1: Maintain Adequate Roadway Capacity and Level of Service - The City shall ensure that its roadway network operates at or above adopted Level of Service (LOS) standards to meet existing and projected transportation demands.

Policy 5.1.1.1: The City shall adopt and maintain the following minimum peak hour LOS standards: Local Streets: LOS D, State Road 80 (SR 80): LOS D, US Highway 27 (US 27) (SIS facility): LOS C

Policy 5.1.1.2: The City shall require all new development projects to demonstrate compliance with adopted LOS standards before issuance of development orders or permits.

Policy 5.1.1.3: The City shall coordinate with FDOT and the Palm Beach TPA to monitor and annually report roadway LOS conditions on state and major local facilities within the City limits.

Policy 5.1.1.4: The City shall prioritize intersection improvements, roadway maintenance, and operational enhancements in areas where LOS declines are identified.

Objective 5.1.2: Expand Multimodal Transportation Options - The City shall develop and maintain a multimodal transportation network that increases mobility options for all users, including pedestrians, bicyclists, and transit riders.

Policy 5.1.2.1: The City shall construct at least 1,000 linear feet of new sidewalks annually, prioritizing routes serving schools, parks, transit stops, and commercial centers.

Policy 5.1.2.2: The City shall implement at least one new pedestrian crossing improvement or traffic calming project annually in high-priority pedestrian corridors.

Policy 5.1.2.3: The City shall coordinate with Palm Tran to support expanding fixed-route and demand-response transit services within South Bay.

Policy 5.1.2.4: The City shall require bicycle facilities in all new developments and retrofit existing streets to include bike lanes or shared-use markings where feasible.

Policy 5.1.2.5: The City shall ensure that all new or retrofitted sidewalks and transit facilities comply with Americans with Disabilities Act (ADA) standards.

Objective 5.1.3: Enhance Transportation Safety - The City shall prioritize safety improvements to reduce the number and severity of transportation-related crashes and injuries.

Policy 5.1.3.1: The City shall implement traffic safety audits annually for high-crash intersections and corridors.

Policy 5.1.3.2: The City shall install or upgrade street lighting at a minimum of two intersections per year to improve nighttime visibility and safety.

Policy 5.1.3.3: The City shall coordinate with FDOT and the Palm Beach TPA to participate in Vision Zero initiatives to eliminate traffic fatalities and serious injuries.

Policy 5.1.3.4: The City shall seek grant funding to support local safety improvement projects.

Objective 5.1.4: Support Freight Movement and Minimize Conflicts - The City shall accommodate efficient regional freight movement while minimizing impacts on local transportation networks and neighborhoods.

Policy 5.1.4.1: The City shall maintain US Highway 27 as the primary freight route through South Bay and discourage truck traffic on local residential streets through signage and enforcement.

Policy 5.1.4.2: The City shall collaborate with FDOT to implement access management strategies and intersection improvements along US 27 and SR 80 to enhance freight mobility and safety.

Policy 5.1.4.3: The City shall require all new industrial and logistics developments to provide internal circulation systems that minimize impacts on public streets.

Objective 5.1.5: Strengthen Transportation System Resilience - The City shall design and maintain its transportation infrastructure to withstand flooding, extreme weather events, and other climate-related risks.

Policy 5.1.5.1: The City shall integrate flood resilience measures, such as elevated roadbeds and improved drainage systems, into all major roadway reconstruction projects.

Policy 5.1.5.2: The City shall prioritize evacuation route maintenance and improvements in its annual capital programming and coordinate with Palm Beach County Emergency Management for regional evacuation planning.

Policy 5.1.5.3: The City shall pursue grant funding to support transportation resiliency projects.

Objective 5.1.6: Promote Transportation and Land Use Integration - The City shall coordinate transportation planning with land use decisions to support compact, connected, and sustainable development patterns.

Policy 5.1.6.1: The City shall require new mixed-use and higher-density developments to demonstrate multimodal access, including sidewalk connectivity, bicycle facilities, and proximity to transit routes.

Policy 5.1.6.2: The City shall prioritize infrastructure investments in areas designated for infill and redevelopment in the Future Land Use Map.

Policy 5.1.6.3: The City shall support the development of a transit hub within the Village by the Lake area to facilitate multimodal access and reduce vehicle dependency.

Objective 5.1.7: Ensure Regional Coordination - The City shall actively participate in regional and state transportation planning efforts to ensure consistency, leverage funding opportunities, and promote shared mobility goals.

Policy 5.1.7.1: The City shall coordinate with the Palm Beach TPA, FDOT District Four, Palm Tran, and the Treasure Coast Regional Planning Council on an ongoing basis to align transportation planning efforts.

Policy 5.1.7.2: The City shall actively participate in TPA advisory committees and project prioritization processes.

Policy 5.1.7.3: The City shall review and comment on regional transportation plans and studies to advocate for investments benefiting the Glades Region and the City of South Bay.

CHAPTER 7: INFRASTRUCTURE ELEMENT

7.1 INTRODUCTION

The Infrastructure Element guides the planning, provision, and management of essential public facilities and services in the City of South Bay. This Element ensures that potable water, sanitary sewer, solid waste, stormwater drainage, and groundwater recharge systems are available at the service levels necessary to support existing and future development, protect public health, and maintain environmental quality.

South Bay's infrastructure systems must be resilient, efficient, and sustainable to accommodate the City's projected growth through the 2045 planning horizon, while addressing evolving regulatory requirements, technological advances, and climate change impacts.

This Element reflects a comprehensive review of current conditions, identifies infrastructure needs, and establishes clear goals, objectives, and policies to guide future investment, maintenance, and operations.

PURPOSE

The purpose of the Infrastructure Element is to:

- Ensure that public facilities and services are provided concurrently with development.
- Coordinate land use and infrastructure planning to promote efficient and sustainable growth.
- Protect and enhance environmental resources and public health through sound infrastructure management.
- Meet statutory requirements for infrastructure planning as mandated under Florida law.
- Address resilience strategies for stormwater, potable water supply, and wastewater management in response to environmental challenges.
- Facilitate South Bay's long-term economic development and community livability objectives.

LEGAL FRAMEWORK

The Infrastructure Element is prepared pursuant to the requirements of:

- **Chapter 163.3177(6)(c), Florida Statutes (Community Planning Act),** mandates the inclusion of a General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element within the local government Comprehensive Plan.

- **Rule 73C-40, Florida Administrative Code**, establishes minimum criteria for evaluating the sufficiency of infrastructure elements.
- **Rule 73C-49, Florida Administrative Code**, guiding the preparation of Evaluation and Appraisal Reports and subsequent plan amendments.
- **Senate Bill 102 (2023) Live Local Act**, influencing future infrastructure demands through affordable housing initiatives.
- **House Bill 1379 (2023)**, introduces requirements for septic-to-sewer conversion and environmental protection programs.

The Infrastructure Element is consistent with the South Florida Water Management District's Lower East Coast Water Supply Plan, Palm Beach County Comprehensive Plan, and applicable regional policies.

7.2 INFRASTRUCTURE SYSTEMS OVERVIEW

POTABLE WATER

SYSTEM OVERVIEW

The potable water system serving the City of South Bay is owned and operated by the Palm Beach County Water Utilities Department (PBCWUD) through its Glades Utility Authority (GUA) division. Water supply is sourced from the Upper Floridan Aquifer, a reliable alternative water source, and treated at the Lake Region Water Treatment Plant (LRWTP), which uses advanced reverse osmosis technology to remove brackish minerals.

The LRWTP, located in Belle Glade, became operational in 2008 and has a permitted capacity of 10 million gallons per day (MGD). This ensures sufficient supply for the Cities of Belle Glade, South Bay, and Pahokee well into the 2045 planning horizon.

The City maintains ownership and maintenance responsibility for the internal water distribution network, including water mains, service lines, valves, and fire hydrants.

CURRENT AND PROJECTED DEMAND

Population projections estimate an increase from approximately 4,984 residents in 2024 to 6,100 residents by 2045. Based on the City's adopted LOS standard of 93 gallons per capita per day, potable

water demand is expected to grow proportionally. Table 7-1 provides the City of South Bay's projected water demand through 2045.

TABLE 7-1 CITY OF SOUTH BAY'S PROJECTED WATER DEMAND THROUGH 2045

<u>Year</u>	<u>Population Estimate</u>	<u>Potable Water Demand (MGD)</u>
<u>2024</u>	<u>4,984</u>	<u>0.46</u>
<u>2035</u>	<u>5,500</u>	<u>0.51</u>
<u>2045</u>	<u>6,100</u>	<u>0.57</u>

Source: Glades Utility Authority

Given the available capacity at the LRWTP, there is a substantial surplus of treatment and distribution capability to meet all future demand scenarios.

PLANNING CONSIDERATIONS

- **Conservation Measures:** Continued promotion of water conservation education and reuse practices through collaboration with PBCWUD and the South Florida Water Management District (SFWMD).
- **System Maintenance:** Systematic upgrades to the City-owned distribution system to reduce leaks, maintain pressure standards (minimum 48 psi), and extend system life.
- **Infrastructure Expansion:** Potable water lines must be extended to serve newly developed areas, prioritizing the Crossroads Corridor and the Village by the Lake.

SANITARY SEWER

SYSTEM OVERVIEW

The City of South Bay operates a local wastewater collection and conveyance system that transports sanitary sewage to the Belle Glade Wastewater Treatment Facility, which provides regional treatment under an interlocal agreement.

Previously, South Bay operated a wastewater treatment plant, but treatment operations ceased in 2008 due to operational inefficiencies. Wastewater effluent is now disposed of via a deep injection well system shared with Belle Glade.

EXISTING SYSTEM DETAILS

- **Collection System:** Gravity sewer mains (mostly clay pipes from the 1970s-1980s), nine lift stations, and force mains.
- **Treatment Capacity:** The Belle Glade regional facility has sufficient capacity for South Bay's projected flows through 2045.
- **Effluent Disposal:** Deep well injection, with secondary backup systems.

CURRENT AND PROJECTED DEMAND

Table 7-2 provides the projected sanitary sewer flow using adopted LOS standards:

- **Existing Customers:** 120 gallons per capita per day.
- **New Development:** 100 gallons per capita per day.

**TABLE 7-2 CITY OF SOUTH BAY'S PROJECTED
SANITARY SEWER DEMAND THROUGH 2045**

<u>Year</u>	<u>Population Estimate</u>	<u>Estimated Wastewater Flow (MGD)</u>
<u>2024</u>	<u>4,984</u>	<u>0.60</u>
<u>2035</u>	<u>5,500</u>	<u>0.66</u>
<u>2045</u>	<u>6,100</u>	<u>0.73</u>

Source: Belle Glade Wastewater Treatment Facility

PLANNING CONSIDERATIONS

- **Septic to Sewer Conversion:** When feasible, areas served by septic systems must transition to centralized sewer systems, consistent with the Live Local Act and HB 1379.
- **Lift Station Upgrades:** Electrical and mechanical upgrades to aging lift stations are prioritized to maintain system reliability.
- **Inflow and Infiltration (I/I) Reduction:** Continued slip-lining and repair projects are needed to reduce groundwater infiltration and improve system efficiency.

7.3 SOLID WASTE

SYSTEM OVERVIEW

Solid waste collection is provided by a private franchise hauler under City contract. Waste is transferred to the Glades Regional Transfer Station, operated by the Solid Waste Authority of Palm Beach County (SWA), and then hauled to the North County Regional Resource Recovery Center for disposal.

CAPACITY AND LOS STANDARDS

- **LOS Standard:** 7.13 pounds per capita per day.
- **Transfer Station Capacity:** 800 tons daily - sufficient for current and future needs.
- **Disposal Facility:** Dyer Boulevard Landfill (Class I and III disposal) has remaining capacity until at least 2045.

PLANNING CONSIDERATIONS

- **Recycling:** Expand residential and commercial recycling participation to meet the State's 30% waste reduction goals.
- **Private Hauler Oversight:** Maintain strong contract performance standards to ensure high service quality and regulatory compliance.

7.4 DRAINAGE AND STORMWATER

SYSTEM OVERVIEW

South Bay's drainage infrastructure includes open canals, storm drains, swales, culverts, and controlled outfalls. Major drainage facilities are coordinated with the South Shore Drainage District (SSDD) and the South Florida Conservancy District. The City is a co-permittee under the Palm Beach County National Pollutant Discharge Elimination System (NPDES) program, requiring annual reporting and maintenance of pollutant control measures.

SYSTEM DESIGN AND CAPACITY

- **Design Standard:** 3-year, 24-hour storm event retention capacity.
- **Surface Water Management:** Discharge flows to the North New River Canal and eventually to Lake Okeechobee.

PLANNING CONSIDERATIONS

- **Green Infrastructure:** Incorporation of bioswales, rain gardens, and permeable pavements in new developments.
- **Maintenance Schedule:** To ensure capacity, all catch basins, culverts, and outfalls are inspected and cleaned biannually.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT

SYSTEM OVERVIEW

The City does not have formally designated primary recharge areas. However, natural recharge occurs through open space percolation, canal seepage, and Lake Okeechobee connectivity.

PLANNING CONSIDERATIONS

- **Protection of Open Space:** Ensure that parks, greenways, and conservation lands continue to support recharge.
- **Land Development Regulations:** Mandate the use of pervious surfaces and site designs that maximize on-site infiltration.

7.5 IMPLEMENTATION

The City of South Bay shall implement the Infrastructure Element through:

- Integration into the Capital Improvements Element (CIE) for annual budgeting and funding prioritization.
- Adoption of updated land development regulations and infrastructure design standards.
- Continued coordination with Palm Beach County, regional utilities, and special districts.
- Regular monitoring and reporting to evaluate infrastructure system performance and compliance with the adopted level of service standards.

7.6 GOALS, OBJECTIVES, AND POLICIES

GOAL 7.1: PROVIDE RELIABLE, EFFICIENT, AND SUSTAINABLE INFRASTRUCTURE SERVICES IN A MANNER THAT SUPPORTS THE CITY'S FUTURE GROWTH, PROTECTS ENVIRONMENTAL RESOURCES, AND ENHANCES THE QUALITY OF LIFE FOR ALL RESIDENTS.

Objective 7.1.1: **Potable Water Supply and Distribution - The City shall ensure the provision of safe, adequate, and sustainable potable water services for all residents and businesses.**

Policy 7.1.1.1: The City shall maintain an average annual level of service of 93 gallons per capita per day for potable water.

Policy 7.1.1.2: The City shall require all new development to connect to the central potable water system, unless exempted due to documented infeasibility.

Policy 7.1.1.3: The City shall coordinate with Palm Beach County Water Utilities Department to ensure future infrastructure improvements maintain adequate supply and pressure levels (minimum 48 psi).

Policy 7.1.1.4: The City shall promote and implement water conservation measures, including public education campaigns and incentives for water-efficient landscaping.

Objective 7.1.2: **Sanitary Sewer Service - The City shall provide efficient wastewater collection and treatment services that protect public health and the environment.**

Policy 7.1.2.1: The City shall maintain an average level of service of 120 gallons per capita per day for existing customers and 100 gallons per day for new development.

Policy 7.1.2.2: The City shall require all new development to connect to the central sanitary sewer system where available.

Policy 7.1.2.3: The City shall coordinate with regional partners to expand sewer service to areas currently utilizing septic systems in accordance with HB 1379.

Policy 7.1.2.4: The City shall implement inflow and infiltration (I/I) reduction programs, including sewer system assessments every five (5) years.

Objective 7.1.3: **Solid Waste Management - The City shall provide for the safe, efficient, and environmentally sound collection and disposal of solid waste.**

Policy 7.1.3.1: The City shall maintain a level of service standard of 7.13 pounds of solid waste per capita per day.

Policy 7.1.3.2: The City shall ensure that annual certification of adequate solid waste disposal capacity is obtained from the Solid Waste Authority of Palm Beach County.

Policy 7.1.3.3: The City shall continue to promote residential and commercial recycling programs to reduce landfill disposal needs by at least 30% by 2030.

Objective 7.1.4: Stormwater Management and Drainage - Reduce flooding risk, protect water quality, and promote stormwater resilience.

Policy 7.1.4.1: The City shall require all new development and redevelopment to provide on-site stormwater retention to accommodate a minimum 3-year, 24-hour storm event.

Policy 7.1.4.2: The City shall prioritize maintenance and repair of stormwater infrastructure annually, including culverts, catch basins, and canal crossings.

Policy 7.1.4.3: The City shall promote green infrastructure techniques such as bioswales, rain gardens, and permeable surfaces in all new public and private development projects.

Objective 7.1.5: Protection of Natural Groundwater Recharge Areas – The City shall preserve and enhance groundwater recharge functions essential for long-term water supply and ecosystem health.

Policy 7.1.5.1: The City shall protect open space areas and natural landscapes that contribute to groundwater recharge through zoning and land development regulations.

Policy 7.1.5.2: The City shall require the use of Low Impact Development (LID) practices in site design, such as preserving pervious surfaces and integrating stormwater infiltration systems.

Policy 7.1.5.3: The City shall coordinate with the South Florida Water Management District to monitor groundwater recharge and implement best practices for aquifer protection.

Objective 7.1.6: The City shall evaluate and address the feasibility of providing centralized sanitary sewer service and advanced wastewater treatment systems to existing and future developments, in accordance with Section 163.3177(6)(c), Florida Statutes, as amended by House Bill 1379 (2023), and shall incorporate findings into the Comprehensive Plan and Capital Improvements Program.

Policy 7.1.6.1: The City shall conduct, by 2027, a feasibility analysis to identify existing developments of more than fifty (50) residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per acre within its jurisdiction or potential service area, and determine whether the extension of centralized sanitary sewer service is achievable within a 10-year planning horizon.

Policy 7.1.6.2: The City shall prepare and maintain an inventory of areas using onsite sewage treatment systems and assess the public health, environmental, and economic implications of continued reliance on OSTDS compared to extension of centralized sewer or use of advanced wastewater treatment systems (AWTS), in consultation with the Palm Beach County Water Utilities Department and South Florida Water Management District.

Policy 7.1.6.3: The City shall identify, in coordination with Palm Beach County, the location, name, and capacity of any wastewater treatment facility capable of receiving flows from future OSTDS conversions or new developments within the evaluation areas referenced in Policy 7.1.6.1.

Policy 7.1.6.4: The City shall include in its Capital Improvements Element, upon completion of the feasibility analysis, a timeline for any necessary infrastructure improvements associated with feasible sewer system extensions or AWTS conversions.

Policy 7.1.6.5: The City shall consider prioritization of OSTDS replacement and sewer extensions in areas of known environmental sensitivity, public health risk, or where grant funding may be available through the Florida Department of Environmental Protection or federal programs.

Policy 7.1.6.6: The City shall update this policy framework no later than every five (5) years to reflect any new feasibility findings, changes in land use or development

patterns, or applicable State legislation or mandates regarding OSTDS or sanitary sewer provision.

DRAFT

CHAPTER 9: RECREATION & OPEN SPACE ELEMENT

9.1 PURPOSE

The purpose of the Recreation and Open Space Element is to guide the comprehensive provision of recreational and open space opportunities for the residents of the City of South Bay, in alignment with their needs and aspirations. Situated along the southeastern shore of Lake Okeechobee at the crossroads of U.S. Highway 27 and State Road 80, South Bay is uniquely positioned to expand its recreational offerings for residents and visitors from the surrounding region and beyond.

The City's proximity to significant natural and cultural assets, including the Lake Okeechobee Scenic Trail (LOST), regional greenways, and heritage tourism destinations, creates opportunities to strengthen its economic base by developing regional recreational amenities. Attracting a broader regional population benefits the local economy and the quality of life for South Bay's residents. While meeting the recreational needs of South Bay's community remains the City's primary objective, it is equally committed to serving the broader Glades region.

This Element includes an inventory of existing parks, open spaces, and recreational facilities and assesses future needs based on population growth projections, regional trends, and community input. It outlines strategies to address these needs, including expanding and modernizing existing facilities, developing new parks, and enhancing recreational programming.

The Recreation and Open Space Element's Goals, Objectives, and Policies reflect the City's commitment to preserving and expanding recreation and open space as vital components of community health, environmental stewardship, and economic vitality. This Element affirms South Bay's dedication to creating a vibrant, healthy, and connected community through expanded access to high-quality recreational opportunities and green spaces.

9.2 PARK AND RECREATION CLASSIFICATIONS

Recreational areas are typically divided into "resource-based" and "activity-based" facilities. Resource-based facilities often utilize the natural environment and unique natural features such as beaches, lakes, and forests. These settings offer activities fundamentally linked to the environment, including hiking, swimming, boating, fishing, and picnicking, allowing visitors to connect directly with nature. Conversely, activity-based facilities are designed for sports or recreational activities,

often in more urban settings. These include structured environments such as tennis courts, baseball diamonds, soccer fields, and basketball courts designed to host specific sports requiring dedicated spaces. Parks with playgrounds and walking trails for exercise and social interaction are also considered activity-based facilities.

In addition to being categorized as resource-based or activity-based, recreational facilities can be classified by whether they support active or passive recreation. Active recreation areas like sports fields and playgrounds are designed for physical engagement and encourage vigorous activities. Passive recreation areas, such as gardens and scenic viewing spots, provide spaces for relaxation, reflection, and enjoying the natural surroundings with minimal physical exertion.

The City of South Bay is dedicated to offering a comprehensive mix of recreation facilities. By balancing resource-based and activity-based areas and active and passive recreational options, the City plans to meet all its residents' and visitors' recreational needs and preferences. This commitment helps enhance community well-being, promote healthy lifestyles, and ensure everyone can access enjoyable and varied recreational opportunities.

CITY PARKS

NEIGHBORHOOD PARK

Neighborhood parks are the smallest type of park. They are typically designed as "walk-to" parks, preferably along routes that allow for safe walking or bicycling away from heavy traffic. It is beneficial for a neighborhood park to be adjacent to an elementary school, as their service areas frequently overlap. This proximity enables the park and school to serve the same neighborhoods.

COMMUNITY PARK

A community park is a "ride-to" park typically strategically located near major streets or arterial roads to facilitate access. Community parks should have multimodal accessibility achieved through various options, including roads, bicycle lanes, shared-use paths, and sidewalks. Community parks typically offer a range of recreational facilities catering to active and passive activities. These include playgrounds, recreation buildings, sports fields, paved multipurpose courts, picnic areas, open play spaces, swimming pools, and landscaped areas. Additionally, sufficient off-street parking should be provided to accommodate overflow parking needs.

DISTRICT PARK

District parks are larger, often 25 acres or more, and focus on providing active recreational facilities that cater to an entire region. These parks usually feature a combination of athletic fields and courts, often designed for organized sports leagues, exercise trails, and playgrounds. The usability of district parks can be increased by providing ample supporting amenities such as restrooms, concession stands, and parking for bicycles and vehicles. Additionally, providing pedestrian pathways throughout district parks increases accessibility for all visitors. Specialized facilities within district parks may include recreation centers, swimming pools or splash pads, and boating infrastructure like ramps and docks.

SPECIAL FACILITIES PARK

Special facilities parks are unique recreational spaces that offer amenities and activities tailored to specific interests or hobbies. These parks can be resource-based or activity-based, providing active and passive recreational opportunities. Examples of special facilities parks include botanical gardens, RV campgrounds, and cultural or historical sites.

9.3 EXISTING RECREATION AND OPEN SPACE FACILITIES

The City of South Bay owns two local park/recreation facilities, Cox Park and Tanner Park. These parks provide neighborhood recreational opportunities and are maintained by the City. The Palm Beach County Parks and Recreation Department oversees four recreational facilities near South Bay. These include John Stretch Park, the South Bay RV Campground, the South Bay Crossroads Center, and Glades Pioneer Park. A comprehensive list of these parks, their facilities, and available activities can be found in Table 9-1.

TABLE 9-1 CITY OF SOUTH BAY RECREATION AND OPEN SPACE FACILITIES

<u>Park</u>	<u>Acreage</u>	<u>Jurisdiction</u>	<u>Facilities/Activities</u>
<u>Cox Park</u>	<u>1.2</u>	<u>City of South Bay (Neighborhood, Active)</u>	<u>Two lighted basketball courts, a fenced playground with two play structures, one for children aged 2-5 and one for children aged 5-12, a covered pavilion, a paved walking path, eight parking spaces, and restrooms.</u>
<u>Tanner Park</u>	<u>2.3</u>	<u>City of South Bay (Neighborhood, Active)</u>	<u>One lighted tennis court, two lighted basketball courts, two covered pavilions, a community center with kitchen facilities and restrooms, one fenced playground with a play structure for children ages 2-12, a paved walking path, 15 parking spaces, and restrooms.</u>
<u>South Bay RV Park</u>	<u>35</u>	<u>Palm Beach County (Special Facility, Active)</u>	<u>72 paved RV sites, each with grill, picnic table, and full hook-up to water, electric (30/50 amp. available), and sewer; WiFi throughout the campground; comfort stations with laundry, restrooms, and hot showers; dump station; group fire rings; horseshoe pits; recreation hall/group picnic pavilion with large charcoal grill; restrooms; shuffleboard court; playground with two play structures, one for ages 2-5 years and one for ages 5-12 years. Play structures are shared with the South Bay Crossroads Center.</u>
<u>South Bay Crossroads Center</u>	<u>2.5</u>	<u>Palm Beach County (Special Facility, Active)</u>	<u>3,200-square-foot community building with a catering kitchen and accessible restrooms; storage room; 38 parking spaces (3 ADA accessible); covered porch along two sides of the building; capacity: 100 people.</u> <u>1,656-square-foot historic Railroad Worker's Cottage; playground with two play structures, one for ages 2-5 years and one for ages 5-12 years. Play structures are shared with the South Bay RV Park.</u>
<u>John Stretch Park</u>	<u>56.2</u>	<u>Palm Beach County (District, Active)</u>	<u>One basketball court, boating access to Lake Okeechobee with two ramps, freshwater fishing, one multipurpose field with bleachers, 20 covered picnic areas with tables and grills, large picnic pavilion, 62 parking spaces (2 ADA accessible), 26 boat trailer parking spaces, one</u>

			<u>playground with a play structure for children ages 2-12, a nature trail, and restrooms.</u>
<u>Glades Pioneer Park</u>	<u>64.2</u>	<u>Palm Beach County (District, Active)</u>	<u>One lighted baseball field, four lighted basketball courts, 1.25-mile bicycle path, 1-mile 13-station exercise course, two multipurpose fields, large picnic pavilion, 20 picnic shelters with tables and grills, playground with swing set and two play structures, one for ages 2-5 years and one for ages 5-12 years, two lighted softball fields, splash park, swimming pool, two lighted tennis courts, two sand volleyball courts, 250 parking spaces (10 ADA accessible), and restrooms.</u>

Beyond the local facilities listed in Table 9-1, Lake Okeechobee, the United States' second-largest freshwater lake within the contiguous 48 states, is directly north of the City and provides various water-based recreational activities, including boating, fishing, hunting, sailing, and hiking on the 110-mile Lake Okeechobee Scenic Trail (LOST). The City of South Bay operates one of the 28 boat ramps on Lake Okeechobee on property owned by the U.S. Army Corps of Engineers. Although located just outside the City limits, this ramp is accessible to South Bay residents. The Miami Canal and North New River Canal offer the community additional boating and fishing opportunities nearby.

In addition to offering the facilities and parks listed in Table 9-1, the City provides a wide range of recreational and leisure activities for all age groups. These programs, available to both residents and, in some cases, non-residents, include supervised after-school recreation programs for youth, daytime recreational programs during the summer, sports, arts and crafts, and other interest-based activities for all ages. The City has a robust senior program that meets at Tanner Park on Tuesdays, Wednesdays, and Thursdays. South Bay also organizes special events for specific holidays and other community-wide events and festivals such as "Bay Fest."

9.4 GUIDELINES AND STANDARDS FOR PARKS AND RECREATIONAL FACILITIES

In Florida, the planning, development, and management of parks and recreational facilities are guided by established state, regional, and local standards to ensure the efficient and equitable provision of recreational opportunities. The Florida Department of Environmental Protection's Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as the state's primary framework for outdoor recreation planning. Updated on a five-year cycle, the SCORP establishes

statewide priorities, goals, and implementation strategies emphasizing preserving natural resources and promoting public access to diverse recreational opportunities.

At the local level, counties and municipalities adopt complementary standards, including Level of Service (LOS) benchmarks, to ensure that the recreational needs of growing populations are adequately met. The City of South Bay has adopted recreation and open space standards consistent with the State of Florida and Palm Beach County guidelines. These standards are designed to ensure the availability of a variety of high-quality, accessible recreational facilities that meet the current and future needs of South Bay's residents and visitors, while supporting broader community goals related to public health, quality of life, and environmental stewardship.

CITY OF SOUTH BAY STANDARDS AND GUIDELINES FOR PARKS AND RECREATIONAL FACILITIES

NEIGHBORHOOD PARKS: Typically spanning 1-5 acres, neighborhood parks are designed to serve local communities and include amenities such as playgrounds, picnic areas, and small sports courts. These parks are intended to be accessible within a 10-minute walk from most residences. The recommended standard is 2.5 acres of neighborhood parkland per 1,000 residents.

COMMUNITY PARKS: Covering 5-50 acres, community parks serve broader areas and include larger playgrounds, sports fields, community centers, and facilities for special events. These parks cater to the recreational needs of multiple neighborhoods, with a recommended standard of 2.5 acres per 1,000 residents.

DISTRICT PARKS: These expansive parks are over 50 acres and serve larger county or metropolitan areas. They feature extensive natural areas, large sports complexes, marinas, golf courses, and other specialized recreational facilities. The recommended standard is 10-20 acres per 1,000 residents.

SPECIAL USE FACILITIES: These facilities include campgrounds, marinas, boat ramps, golf courses, historic centers, and nature centers. They cater to specific recreational activities, and the acreage for these areas can vary widely based on needs and amenities.

TRAIL SYSTEMS: These facilities typically include a network of trails for walking, running, cycling, and equestrian use. These trails connect various parks and recreational facilities, promoting outdoor activities and environmental stewardship.

DESIGN PRINCIPLES

The guidelines are augmented by the following design principles that emphasize the importance of accessibility, safety, and sustainability:

- **ACCESSIBILITY:** Parks are designed to be inclusive, providing accessible facilities to individuals of all ages and abilities.
- **SAFETY:** Safety measures such as well-lit pathways and regular maintenance are prioritized.
- **SUSTAINABILITY:** Environmental sustainability is a key focus, with efforts to preserve natural habitats and incorporate green design principles into park development.

PLANNING AND DEVELOPMENT

The City of South Bay is dedicated to evolving its parks system to meet the needs of its residents. The City's goal is to have parks that are adequately distributed and accessible, provide sufficient recreational opportunities for residents, and promote wellness and environmental stewardship. Additionally, the City supports the Florida Park Service's operational guidelines that stress the importance of resource-based recreation, which aims to preserve natural and cultural resources while providing recreational opportunities. This includes managing parks to support diverse activities such as hiking, birding, fishing, and cultural festivals.

9.5 PROJECTING PARK AND RECREATION NEEDS

CITY OF SOUTH BAY RECREATION AND OPEN SPACE FACILITIES GUIDELINES AND STANDARDS

Table 9-2 provides Open Space and Recreation Guidelines and Standards for the City of South Bay based on population units. The guidelines and standards include five park classes and eight recreation areas/activities with specific standards per population unit. These standards should be met to ensure the minimum level of service for each type of park and area/activity is available for City of South Bay residents.

**TABLE 9-2 CITY OF SOUTH BAY RECREATION
AND OPEN SPACE FACILITIES GUIDELINES**

<u>Park Classification</u>	<u>Standard (unit/pop)</u>	<u>Service Area</u>	<u>Typical Site Size</u>	<u>Population Served</u>
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<u>Neighborhood</u>	<u>2.5 acres/1000</u>	<u>Under 0.5 miles</u>	<u>1-5 acres</u>	<u>Up to 5,000</u>
<u>Community</u>	<u>2.5 acres/1000</u>	<u>0.5-3.0 miles</u>	<u>5-50 acres</u>	<u>Up to 25,000</u>
<u>District</u>	<u>10-20 acres/1000</u>	<u>Over 3.0 miles</u>	<u>Over 50 acres</u>	<u>Over 25,000</u>
<u>Special Use</u>	<u>Varies</u>	<u>Region</u>	<u>Varies</u>	<u>Regional</u>
<u>Trail</u>	<u>Varies</u>	<u>Region</u>	<u>Varies</u>	<u>Regional</u>

**TABLE 9-3 CITY OF SOUTH BAY RECREATION
AND OPEN SPACE FACILITIES STANDARDS**

<u>Recreation Area/Activity</u>	<u>Standard (unit/pop)</u>
<u>Boating</u>	<u>1 ramp/5,000</u>
<u>Tennis</u>	<u>1 court/2,000</u>
<u>Basketball</u>	<u>1 court/2,000</u>
<u>Shuffleboard</u>	<u>1 court/5,000</u>
<u>Little League Baseball</u>	<u>1 field/3,000</u>
<u>Football/Soccer</u>	<u>1 field/4,000</u>
<u>Hand & Racquetball</u>	<u>1 court/5,000</u>
<u>Playground</u>	<u>1 area/3,000</u>

PROJECTING PARK AND RECREATION NEEDS

To accurately identify current and future requirements for recreational sites, open spaces, and facilities within the City of South Bay, the existing resources must be analyzed against the needs of the City's current and projected population. This analysis involves data from Table 9-1, titled "City of South Bay Recreation & Open Space Facilities," and Table 9-2, titled "City of South Bay Recreation and Open Space Facilities Guidelines," and Table 9-3, titled "City of South Bay Recreation and Open Space Facilities Standards." Future demands are forecasted by comparing the figures of existing and projected populations to the guidelines and standards set for parks and recreational facilities.

Determining these needs follows a specific methodology: multiply the existing or projected population figures by the relevant standards to calculate the total demand for each park class or facility. This figure is then compared to the current supply, identifying shortfalls representing specific needs. The demand is then projected for the future population to determine future needs. It is important to note that while the City of South Bay evaluates the needs based on its population, some recreational and open space demands are satisfied through County-owned facilities within or near the City limits. These additional resources are essential in meeting the City's overall recreational needs.

CITY OF SOUTH BAY CURRENT AND PROJECTED POPULATION

The City of South Bay's potential recreational demands, driven by projected population growth, are assessed using data from the U.S. Census Bureau, estimates from the University of Florida, and mathematical extrapolation. These projections, extending to 2045, help determine future park and recreational facility needs. South Bay's 2024 population is 4,984. The City is anticipated to experience moderate population growth, with an estimated population of around 5,287 residents by 2030, increasing to approximately 5,500 by 2035, 5,800 by 2040, and 6,100 by 2045. The seasonal influx of visitors further necessitates the development of adaptable and scalable recreational facilities. These projections consider various factors, including historical growth trends, demographic changes, and economic conditions.

CURRENT AND FUTURE RECREATION AND OPEN SPACE NEEDS

Table 9-4 presents the City of South Bay's Recreation and Open Space Facilities Analysis based on the 2024 population, the 2030 forecasted population for short-term planning, and the 2045 forecasted population for long-term planning. It includes a breakdown of park categories and recreational areas/activities available within or near the City, offering insights into both current demand and future needs. Table 9-5 presents a breakdown of facilities by type, amount, and location. This analysis of existing facilities in or near the City pinpoints deficiencies and anticipates future recreational demands. The recreational uses identified for the future, as established through ongoing and projected needs assessments, will be integrated into the Future Land Use Map.

ANALYSIS OF CITY OF SOUTH BAY RECREATION AND OPEN SPACE NEEDS

Table 9-4 shows the balance between the current supply and demand for recreational facilities. The City of South Bay faces a current and projected shortfall in neighborhood and community parks. Two

major County recreation areas near South Bay fulfill the community park requirements. However, neighborhood park acreage should be increased to serve the local population.

Table 9-4 also shows the City's current supply and forecasted demand for recreational activities. Activities with standards within the current and projected City of South Bay population are included. Facilities like golf courses, swimming pools, marinas, and adult ballfields are deemed unnecessary for populations under 5,000. Even so, county-maintained facilities provide some of these amenities nearby. See Table 9-5.

TABLE 9-4 CITY OF SOUTH BAY RECREATION AND OPEN SPACE FACILITIES ANALYSIS

<u>Park Classification</u>	<u>Demand</u>					<u>Need</u>		
	<u>Standard (unit/pop)</u>	<u>Existing Supply</u>	<u>Current</u>	<u>2030</u>	<u>2045</u>	<u>Current</u>	<u>2030</u>	<u>2045</u>
<u>Neighborhood</u>	<u>2.5 acres/1000</u>	<u>3.5 acres</u>	<u>12.5 acres</u>	<u>13.2 acres</u>	<u>15.25 acres</u>	<u>9 acres</u>	<u>9.7 acres</u>	<u>11.75 acres</u>
<u>Community</u>	<u>2.5 acres/1000</u>	<u>0 acres</u>	<u>12.5 acres</u>	<u>13.2 acres</u>	<u>15.25 acres</u>	<u>12.5 acres</u>	<u>13.2 acres</u>	<u>15.25 acres</u>
<u>District</u>	<u>10-20 Acres/1000</u>	<u>120.4 acres</u>	<u>50-100 acres</u>	<u>53-106 acres</u>	<u>61-122 acres</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Special Use</u>	<u>varies</u>	<u>37.5 acres</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Trail</u>	<u>varies</u>	<u>Over 110 miles</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Recreation Activity</u>								
<u>Boating</u>	<u>1 ramp/5,000</u>	<u>3 ramps</u>	<u>1 ramp</u>	<u>1 ramp</u>	<u>1 ramp</u>	<u>0</u>	<u>0</u>	<u>0</u>

<u>Tennis</u>	<u>1 court/2,000</u>	<u>3 courts</u>	<u>2 courts</u>	<u>2 courts</u>	<u>3 courts</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Basketball</u>	<u>1 court/2,000</u>	<u>9 courts</u>	<u>2 courts</u>	<u>2 courts</u>	<u>3 courts</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Shuffleboard</u>	<u>1 court/5,000</u>	<u>0 courts</u>	<u>1 court</u>	<u>1 court</u>	<u>2 court</u>	<u>1 court</u>	<u>1 court</u>	<u>2 court</u>
<u>Little League Baseball</u>	<u>1 field/3,000</u>	<u>3 fields</u>	<u>2 fields</u>	<u>2 fields</u>	<u>2 fields</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Football/Soccer</u>	<u>1 field/4,000</u>	<u>3 fields</u>	<u>2 fields</u>	<u>2 fields</u>	<u>2 fields</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Playground</u>	<u>1 area/3,000</u>	<u>8 facilities</u>	<u>2 facilities</u>	<u>2 facilities</u>	<u>3 facilities</u>	<u>0</u>	<u>0</u>	<u>0</u>

Note: Includes facilities within the City of South Bay parks and nearby Palm Beach County parks.

TABLE 9-5 CITY OF SOUTH BAY RECREATION AND OPEN SPACE FACILITIES

<u>Facilities</u>	<u>Totals</u>	<u>Breakdown</u>
<u>Basketball Courts/lights</u>	<u>9/8</u>	<u>2 @ Cox w/ lights, 2 @ Tanner w/ lights, 4 @ Glades Pioneer w/ lights, 1 @ John Stretch/ no lights</u>
<u>Tennis Courts/lights</u>	<u>3/3</u>	<u>1 @ Cox w/ lights, 2 @ Glades Pioneer w/ lights</u>
<u>Playgrounds</u>	<u>8</u>	<u>2 @ Cox (1 ages 2-5, 1 ages 5-12); 1 @ Tanner (ages 2-12); 1 @ John Stretch (ages 2-12)</u> <u>2 @ Glades Pioneer (1 ages 2-5, 1 ages 5-12); 2 @ Crossroads Center (1 ages 2-5, 1 ages 5-12, shared w/ RV Park)</u>
<u>Covered Picnic Pavilions</u>	<u>5</u>	<u>3 Small (1 @ Cox, 2 @ Tanner); 2 Large (1 @ John Stretch, 1 @ Glades Pioneer)</u>
<u>Picnic Areas with Tables</u>	<u>40</u>	<u>20 @ John Stretch (covered); 20 @ Glades Pioneer (covered)</u>

<u>Grills</u>	<u>40</u>	<u>20 @ John Stretch (picnic areas); 20 @ Glades Pioneer (picnic areas)</u>
<u>Walking Paths</u>	<u>2</u>	<u>1 @ Cox (paved); 1 @ Tanner (paved)</u>
<u>Bike Paths</u>	<u>1</u>	<u>Glades Pioneer (1.25 miles)</u>
<u>Nature Trails</u>	<u>1</u>	<u>John Stretch</u>
<u>Exercise Courses</u>	<u>1</u>	<u>Glades Pioneer (1 mile, 13 stations)</u>
<u>Sports Fields/Types</u>	<u>8</u>	<u>1 @ John Stretch (multipurpose); 7 @ Glades Pioneer (1 baseball/lighted, 2 softball/lighted, 2 multipurpose, 2 sand volleyball)</u>
<u>Drinking Fountains</u>	<u>0</u>	<u>None</u>
<u>Outside Restrooms</u>	<u>4</u>	<u>1 @ Cox; 1 @ Tanner; 1 @ John Stretch; 1 @ Glades Pioneer</u>
<u>Community Center</u>	<u>2</u>	<u>1 @ Tanner; 1 @ Crossroads Center</u>
<u>Indoor Restrooms</u>	<u>2</u>	<u>1 @ Tanner; 1 @ Crossroads Center</u>
<u>Kitchens</u>	<u>2</u>	<u>1 @ Tanner; 1 @ Crossroads Center</u>
<u>Parking Spots/Handicap</u>	<u>373/15</u>	<u>8/0 @ Cox; 15/0 @ Tanner; 62/2 @ John Stretch; 38/3 @ Crossroads Center; 250/10 @ Glades Pioneer</u>
<u>Nature Trails</u>	<u>1</u>	<u>John Stretch</u>
<u>Bike Trails</u>	<u>1</u>	<u>Glades Pioneer (1.25 miles)</u>
<u>Boat Ramps</u>	<u>2</u>	<u>2 @ John Stretch (also 1 at LOST entrance point not counted, not on list of available parks)</u>
<u>Boat Trailer Parking Spots</u>	<u>26</u>	<u>26 @ John Stretch Park (also at LOST entrance point, unknown, not on list of available parks)</u>
<u>Splash Parks</u>	<u>1</u>	<u>Glades Pioneer</u>
<u>Swimming Pools</u>	<u>1</u>	<u>Glades Pioneer</u>

9.6 RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 9.1: PROVIDE SUFFICIENT, VARIED, HIGH-QUALITY PARKS AND OPEN SPACES OFFERING DIVERSE RECREATIONAL OPPORTUNITIES FOR RESIDENTS AND VISITORS

Objective 9.1.1: Increase the Availability of Recreational Facilities.

Policy 9.1.1.1: Identify and prioritize areas within the City that lack sufficient recreational facilities and develop a plan to address these gaps.

Policy 9.1.1.2: Develop at least one new multi-use park, including amenities such as playgrounds, sports fields, and picnic areas.

Objective 9.1.2.: Enhance the Variety of Recreational Activities Offered.

Policy 9.1.2.1: Conduct annual surveys to gather resident feedback on desired recreational activities and incorporate findings into park planning and development.

Policy 9.1.2.2: Establish partnerships with local organizations to introduce at least five new recreational programs or activities focusing on sports, arts, and environmental education.

Objective 9.1.3: Coordinate with Palm Beach County Parks and Recreation.

Policy 9.1.3.1: Facilitate regular communication and collaborative planning between the City of South Bay and Palm Beach County Parks and Recreation.

Policy 9.1.3.2: Develop a coordinated master plan to ensure complementary development of parks and recreational facilities and resource sharing.

Objective 9.1.4: Enhance Shared Recreational Programs and Facilities with Palm Beach County.

Policy 9.1.4.1: Implement joint recreational programs and events with Palm Beach County Parks and Recreation with the goal of at least four collaborative events.

Policy 9.1.4.2: Explore opportunities for additional shared use of facilities between the City of South Bay and Palm Beach County, including sports fields, aquatic centers, and community centers, to maximize accessibility and usage.

GOAL 9.2: ENSURE PARKS AND OPEN SPACES ARE SAFE AND ACCESSIBLE TO PERSONS OF ALL AGES AND ABILITIES

Objective 9.2.1: Improve Accessibility and Inclusivity in All Parks.

Policy 9.2.1.1: Conduct an accessibility audit of all existing parks and develop a plan to address any deficiencies, ensuring compliance with ADA standards.

Policy 9.2.2.2: Implement inclusive design principles in all new park developments and major renovations, ensuring facilities are usable by individuals of all ages and abilities.

Objective 9.2.2: Enhance Safety Measures in Parks and Open Spaces.

Policy 9.2.2.1: Conduct a safety review of all existing City park facilities and identify strategies to increase safety.

Policy 9.2.2.2: Increase lighting, surveillance, and security patrols in parks, prioritizing areas identified as high-risk by the safety review, community feedback, and crime data.

Objective 9.2.3: Improve Multimodal Connectivity Between Parks and Other Critical Facilities.

Policy 9.2.3.1: Develop a network of walking and biking trails that connect City parks with key community facilities such as schools, libraries, municipal buildings, and public transportation access points.

Policy 9.2.3.2: Implement wayfinding signage and maps along trails and major routes to enhance navigability and encourage the use of multimodal pathways.

Objective 9.2.4: Enhance Public Transportation Links to Parks and Recreational Areas.

Policy 9.2.4.1: Collaborate with Palm Tran to establish or improve bus transit options for parks and recreational facilities.

Policy 9.2.4.2: Install bike-sharing stations and improve bike parking facilities at parks to promote cycling as a convenient mode of travel.

GOAL 9.3: PRESERVE AND ENHANCE NATURAL AND ENVIRONMENTALLY SENSITIVE LANDS, INCLUDING LAKE OKEECHOBEE AND THE VILLAGE BY THE LAKE

Objective 9.3.1: Protect Natural Resources and Wildlife Habitats.

Policy 9.3.1.1: Designate and protect environmentally sensitive areas within parks and open spaces, focusing on Lake Okeechobee and other critical habitats.

Policy 9.3.1.2: Develop and implement a conservation management plan to preserve native species and habitats, integrating sustainable practices into park maintenance.

Objective 9.3.2: Develop Camping and Open Space Areas at The Village by The Lake.

Policy 9.3.2.1: Design and construct camping facilities at The Village by The Lake to enhance outdoor recreational opportunities, including tent and RV sites.

Policy 9.3.2.2: Build an amphitheater to host community events, concerts, and educational programs, enriching the recreational offerings at The Village by The Lake.

Objective 9.3.3: Promote Eco-tourism Opportunities within the City.

Policy 9.3.3.1: Partner with local tourism boards and environmental organizations to promote eco-tourism, highlighting South Bay's natural attractions, including guided tours and wildlife observation programs.

Policy 9.3.3.2: Develop interpretive trails and informational signage in parks and natural areas to educate visitors about local ecosystems, conservation efforts, and the importance of environmental stewardship.

Objective 9.3.4: Promote Environmental Education and Stewardship.

Policy 9.3.4.1: Establish environmental education kiosks in parks, providing information on local ecosystems, conservation efforts, and the importance of environmental stewardship.

Policy 9.3.4.2: Launch annual community events such as clean-up drives, tree planting, and educational workshops to engage residents in environmental stewardship activities.

GOAL 9.4: PROMOTE PUBLIC-PRIVATE PARTNERSHIPS AND OTHER FUNDING OPPORTUNITIES TO ACQUIRE, MAINTAIN, AND ENHANCE PARKS, OPEN SPACES, AND RECREATIONAL FACILITIES

Objective 9.4.1: Establish and Strengthen Public-Private Partnerships.

Policy 9.4.1.1: Identify and engage with local businesses, non-profits, and other stakeholders to form partnerships to develop and maintain parks and recreational facilities.

Policy 9.4.1.2: Partner with community organizations to increase recreational programs and activities for residents.

Objective 9.4.2: Secure Funding and Grants for Parks and Recreation Projects.

Policy 9.4.2.1: Pursue federal, state, and private grants to fund park development and enhancement projects.

Policy 9.4.2.2: Develop a community sponsorship program, allowing local businesses and individuals to contribute to the funding and maintenance of parks in exchange for recognition and other benefits.

Objective 9.4.3: Enhance Open Spaces at Municipal Properties to Provide Increased Green Space and Passive Recreation Opportunities.

Policy 9.4.3.1: Identify and convert underutilized municipal properties into green spaces, prioritizing areas in the City with limited access to parks and recreational facilities.

Policy 9.4.3.2: Develop and implement landscaping plans for municipal properties incorporating native plants, shade trees, and seating areas to enhance passive recreation opportunities within the City.

Objective 9.4.4: Promote Community Involvement in Enhancing Municipal Open Spaces.

Policy 9.4.4.1: Establish a volunteer program that engages residents in the maintenance and beautification of municipal green spaces, providing tools, training, and recognition for participants.

Policy 9.4.4.2: Host biannual community workshops to gather input on the design and use of municipal green spaces and ensure they meet local residents' needs and preferences.

CHAPTER 11: CAPITAL IMPROVEMENTS

ELEMENT

11.1 INTRODUCTION

The Capital Improvements Element (CIE) of the City of South Bay Comprehensive Plan provides the framework for identifying, prioritizing, funding, and implementing the public infrastructure necessary to support the City's growth and development through the year 2045. As a foundational component of the Comprehensive Plan, the CIE ensures that capital facilities are provided in a fiscally sound manner, consistent with the adopted Level of Service (LOS) standards, and aligned with the City's vision for sustainable, equitable, and resilient development.

This Element reflects statutory requirements outlined in Section 163.3177(3), Florida Statutes, and Rule 73C-40.008, Florida Administrative Code, and integrates with the City's broader planning framework, including the Future Land Use, Infrastructure, Transportation, Housing, and Intergovernmental Coordination Elements. The CIE also serves as a key mechanism for implementing the City's Concurrency Management System, ensuring that new development is supported by adequate infrastructure and services at the time of impact.

South Bay is a small, historically agricultural community in the Glades region of Palm Beach County. Its infrastructure needs are shaped by modest but steady population growth, aging public facilities, and evolving regulatory requirements—including the Live Local Act of 2023 and House Bill 1379, which mandate enhanced coordination between land development, utility infrastructure, and affordable housing strategies. In this context, the Capital Improvements Element is a vital tool for aligning limited financial resources with the City's highest priority needs.

The Capital Improvements Element is distinct from the City's Capital Improvement Program (CIP), which is a separate budgeting and implementation document updated annually through the City's financial planning process. While the CIP contains a wide range of operational and recurring expenditures, this Element focuses specifically on public facilities that are capital-intensive, non-recurring, and essential to maintaining adopted levels of service, such as water and sewer systems, stormwater infrastructure, roads, public buildings, parks, and schools.

Through careful planning and disciplined investment, the CIE supports the City of South Bay's commitment to:

- Protecting public health, safety, and welfare.
- Enhancing quality of life for current and future residents.
- Coordinating growth with the timely provision of infrastructure.
- Promoting fiscal responsibility and accountability.
- Ensuring environmental resilience and sustainability in the face of climate change.

The following sections of this Element present the City's infrastructure needs and priorities through 2045, detail the fiscal strategies for funding them, and outline the goals, objectives, and policies that will guide capital planning, implementation, and monitoring in the future.

PURPOSE

The purpose of the Capital Improvements Element (CIE) is to ensure that public infrastructure and services are provided in a timely, efficient, and financially feasible manner to support the orderly growth and redevelopment of the City of South Bay. The CIE serves as the City's primary long-range infrastructure planning tool, designed to maintain adopted Level of Service (LOS) standards, eliminate existing service deficiencies, coordinate the timing of capital improvements with land use decisions, and promote fiscal responsibility in capital expenditures.

Required by Section 163.3177(3), Florida Statutes, the CIE provides the statutory foundation for identifying capital facility needs, estimating costs, analyzing fiscal capacity, and establishing funding strategies for public improvements. The CIE is also a statutory mechanism for implementing the City's Concurrency Management System, which ensures that adequate public facilities are available concurrently with development impacts.

This Element supports and operationalizes the goals outlined in the City's other Comprehensive Plan elements. The CIE plays a central role in promoting equity, resiliency, and sustainability across South Bay's planning horizons by identifying capital investments necessary to meet current and projected demands.

The City of South Bay's Capital Improvements Element also provides a framework for evaluating proposed improvements and prioritizing investments based on objective criteria. This includes life-cycle cost analysis, alignment with community needs, conformance with regional and state infrastructure plans, and consistency with resilience planning strategies, especially those required by the Live Local Act of 2023 and House Bill 1379, which mandate enhanced infrastructure coordination with affordable housing and septic-to-sewer transitions.

SCOPE

The Capital Improvements Element applies to all public infrastructure and capital facilities owned or operated by the City or delivered through interlocal agreements with other entities, such as:

- Potable water and sanitary sewer systems, coordinated with Palm Beach County Water Utilities and the Glades Utility Authority (GUA).
- Solid waste collection and disposal, through the Solid Waste Authority of Palm Beach County.
- Stormwater management systems, including local conveyance and regional drainage partnerships.
- Transportation facilities, including local streets and coordination with FDOT and Palm Beach TPA for regional roads and evacuation routes.
- Public school facilities, in coordination with the Palm Beach County School District.
- Parks and recreational lands, consistent with LOS and open space targets.
- Public safety and community facilities, as needed to maintain safe and functional civic services.

The scope of the Element spans two planning horizons:

- **Short-Term (2025-2035):** Focused on immediate capital investment needs, including infrastructure modernization, backlog reduction, concurrency compliance, and readiness for anticipated infill development.
- **Long-Term (2035-2045):** Addresses infrastructure needs to support future population growth, economic expansion, resilience adaptation, and strategic land use transitions, particularly in areas identified for redevelopment or future annexation.

The Element identifies:

- Existing infrastructure conditions and deficiencies.
- Future facility needs based on land use and population projections.
- Fiscal strategies and available revenue sources.
- A financially feasible Five-Year Schedule of Capital Improvements.
- Policy direction for maintaining public infrastructure in support of community goals.

The Capital Improvements Element will be updated annually, in coordination with the City's budgeting process and the School District, Palm Beach County, and regional utilities. These updates

will ensure that public investment decisions remain consistent with evolving local priorities, regional plans, statutory mandates, and available funding capacity.

11.2 OVERVIEW OF PUBLIC FACILITIES AND CAPITAL INFRASTRUCTURE

The City of South Bay is responsible for planning, maintaining, and coordinating capital facilities across several essential service sectors. Many of these systems are operated in partnership with regional entities such as Palm Beach County, the Glades Utility Authority (GUA), the South Shore Drainage District, and the Palm Beach County School District. This section provides a detailed analysis of existing infrastructure systems, identifies current and future capacity needs, and evaluates the City's ability to meet adopted Level of Service (LOS) standards through 2045.

The infrastructure categories included in this analysis are:

- Potable Water Supply and Distribution
- Sanitary Sewer Collection and Treatment
- Stormwater Drainage and Flood Control
- Solid Waste Collection and Disposal
- Transportation Facilities
- Public School Facilities
- Parks and Recreation
- Public Safety and Civic Infrastructure

ADOPTED LEVEL OF SERVICE STANDARDS

Table 11-1 provides the City's adopted LOS standards that serve as benchmarks for concurrency and infrastructure adequacy:

TABLE 11-1: CITY OF SOUTH BAY ADOPTED LEVEL OF SERVICE BY TYPE

<u>Facility Type</u>	<u>LOS Standard</u>
<u>Potable Water</u>	<u>93 gallons per capita per day</u>
<u>Sanitary Sewer</u>	<u>120 gpcd (existing); 100 gpcd (new development)</u>
<u>Solid Waste</u>	<u>7.13 pounds per capita per day</u>
<u>Stormwater Drainage</u>	<u>3-year, 24-hour design storm event retention</u>
<u>Transportation – Local</u>	<u>LOS D</u>
<u>Transportation – SR-80</u>	<u>LOS D</u>

<u>Transportation - US-27 (SIS)</u>	<u>LOS C</u>
<u>Recreation (City Parks)</u>	<u>3 acres per 1,000 residents</u>
<u>Recreation (All Facilities)</u>	<u>30 acres per 1,000 residents within 1 mile</u>
<u>Public Schools</u>	<u>110% utilization (FISH capacity, concurrency area avg)</u>

EXISTING INFRASTRUCTURE CONDITIONS AND CAPACITY

POTABLE WATER

South Bay's potable water system is supplied through the Palm Beach County Water Utilities Department and treated at the Lake Region Water Treatment Plant (LRWTP), which serves the Glades region and has a 10 MGD capacity. With a projected 2045 demand of approximately 0.57 MGD, the existing supply is sufficient for long-term growth.

SANITARY SEWER

The City maintains a gravity-based sewer collection system with multiple lift stations. Wastewater is conveyed to the Belle Glade Regional Wastewater Treatment Facility via interlocal agreement. The treatment plant can meet projected 2045 flows of 0.73 MGD.

STORMWATER DRAINAGE

The City's drainage network includes canals, swales, and storm drains. Facilities are coordinated with the South Shore Drainage District and are regulated under the NPDES permitting program. While no FEMA flood zones are designated, stormwater capacity and system aging remain critical maintenance priorities.

SOLID WASTE

Waste is collected by a private contractor and transferred to the Glades Regional Transfer Station, which is ultimately disposed of at the North County Resource Recovery Facility. Capacity is adequate through 2045. Recycling programs are in place, with further expansion planned to meet the state's waste reduction goals.

TRANSPORTATION

US 27 and SR 80, maintained by FDOT, are the primary arterials. Local roads are City-owned and often in need of resurfacing and drainage improvements. Both state facilities currently operate at LOS C or better. Multimodal infrastructure (sidewalks, bike lanes) remains underdeveloped.

PUBLIC SCHOOLS

The City coordinates school facility planning with the Palm Beach County School District. School concurrency requirements are met through annual updates to the District's Capital Plan. All three public schools serving South Bay are operating below the 110% utilization threshold.

PARKS AND RECREATION

South Bay maintains several community parks, including Tanner Park and Cox Park. With a 2024 population of 4,984, the City currently exceeds its LOS requirement for general recreation and City-owned parkland acreage.

PUBLIC SAFETY AND CIVIC FACILITIES

The City relies on regional fire and law enforcement services (Palm Beach County Fire Rescue and Sheriff's Office). Public facilities include City Hall, the Tanner Park Community Center, and shared-use spaces. Ongoing facility rehabilitation is anticipated, particularly for aging HVAC, roof, and structural components.

PROJECTED INFRASTRUCTURE NEEDS (2025-2045)

Using growth projections from the Future Land Use and Housing Elements, South Bay's population is expected to reach 6,100 residents by 2045. This moderate growth will require targeted infrastructure upgrades and expansions, particularly in areas slated for infill development and mixed-use revitalization. Table 11-2 presents the City's key needs through 2045.

TABLE 11-2: CITY OF SOUTH BAY ADOPTED LEVEL OF SERVICE BY TYPE

<u>System</u>	<u>Key Needs Through 2045</u>
<u>Potable Water</u>	<u>Line extensions to the Village by the Lake; pressure zone monitoring upgrades.</u>
<u>Sanitary Sewer</u>	<u>Septic-to-sewer conversions, lift station modernization, and slip-lining of clay pipes.</u>

<u>Stormwater Drainage</u>	<u>Canal bank stabilization, pump upgrades, and green infrastructure in redevelopment zones.</u>
<u>Solid Waste</u>	<u>Increase recycling participation; review contract scope in line with future growth.</u>
<u>Transportation</u>	<u>Local street resurfacing, sidewalk and bicycle facility expansion, and improved access to SR 80.</u>
<u>Parks & Recreation</u>	<u>Addition of shaded structures and ADA enhancements.</u>
<u>Public Buildings</u>	<u>Roof and HVAC system replacements; ADA retrofits; energy efficiency improvements.</u>

FIVE-YEAR CAPITAL NEEDS AND DEFICIENCIES

While long-term infrastructure needs are manageable, several short-term deficiencies require near-term investment. These include:

- Deferred resurfacing of several local road segments.
- Outdated or failing lift station equipment.
- Drainage challenges in historically underserved neighborhoods.
- Limited pedestrian safety infrastructure near public facilities.
- Aging City Hall systems require replacement.

These priorities are reflected in the forthcoming 5-Year Capital Improvements Schedule (Section 11.5) and will be addressed through a combination of local revenues, state and federal grants, and interagency partnerships

11.3 FISCAL ASSESSMENT AND REVENUE SOURCES

OVERVIEW OF CAPITAL FUNDING RESPONSIBILITIES

The ability of the City of South Bay to provide and maintain public infrastructure depends on the availability of sufficient financial resources. As a small city with modest tax capacity and a limited non-residential tax base, South Bay must carefully balance essential capital needs with long-term fiscal sustainability. The City finances capital improvements through local revenues, intergovernmental transfers, grants, and external borrowing. Many infrastructure systems, particularly potable water, wastewater, and solid waste, are delivered by regional providers.

including Palm Beach County Water Utilities, the Glades Utility Authority (GUA), and the Solid Waste Authority (SWA).

To ensure financial feasibility, the City prioritizes projects that address health and safety needs, concurrency requirements, infrastructure maintenance backlogs, and statutory mandates such as the Live Local Act (2023) and HB 1379 (septic-to-sewer transitions). South Bay's annual budget and Capital Improvement Program (CIP) are developed with these factors in mind.

REVENUE SOURCES

The City of South Bay relies on various revenue sources to support capital improvements. These sources include both general-purpose revenues and restricted-use funds:

LOCAL REVENUE SOURCES

- **Ad Valorem Taxes:** Property taxes levied on real estate within the City. In FY 2024, this generated over \$460,000, with expectations for modest year-over-year growth based on property value adjustments and population trends.
- **Franchise and Utility Service Taxes:** Fees collected from utility providers. These are stable sources that support general governmental operations and, in some cases, infrastructure improvements.
- **Local Option Gas Tax:** Shared revenue from Palm Beach County funds street maintenance and resurfacing.
- **User Fees and Service Charges:** These are generated by enterprise operations, including water and sewer services. These fees help fund system maintenance and improvements.
- **Building Permits and Impact Fees:** While currently limited, these may increase with new residential or commercial development. The City may explore reestablishing or expanding impact fees to offset growth-related infrastructure costs.
- **Fund Transfers:** Transfers between funds (e.g., from the General Fund to the Capital Fund) help balance capital budgets for small projects or matching grant funds.

INTERGOVERNMENTAL REVENUE SOURCES

- **Community Development Block Grants (CDBG):** Federal grants administered by Palm Beach County, frequently used for neighborhood infrastructure improvements and facility rehabilitation.

- **State Revenue Sharing and Local Government Half-Cent Sales Tax:** General support revenues that may be allocated toward capital needs.
- **FDOT and TPA Funding:** Funds for sidewalk, bicycle, or road safety projects through programs such as the Transportation Alternatives Program (TAP) and Small County Outreach Program (SCOP).
- **South Florida Water Management District (SFWMD) and DEP Grants:** Funding for water quality improvements, drainage retrofits, and resilience infrastructure.
- **Palm Beach County Partnerships:** Through the Glades Regional Infrastructure Initiative and coordinated CIP planning.

DEBT FINANCING

The City has historically taken on minimal debt. However, loans or bonds may be considered for essential projects that exceed available annual revenues, especially if matched with grants or state revolving funds. Current debt obligations are low and well within acceptable ratios for a city of South Bay's size.

EXPENDITURE TRENDS AND BUDGET SUMMARY

Based on the most recent adopted budget (FY 2024), total projected expenditures across all funds are approximately \$6.5 million, with General Fund obligations accounting for roughly \$3.7 million. The following capital-related expenditures and commitments are noteworthy:

- **Transportation & Road Maintenance:** Funding for resurfacing and street improvements totals approximately \$125,000 annually, with some projects supported by gas tax allocations and grants.
- **Stormwater and Drainage:** Approximately \$85,000 is earmarked for drainage system cleaning and rehabilitation, often supplemented by CDBG funds.
- **Water and Sewer Capital:** Enterprise funds allocate over \$300,000 annually to maintain and upgrade lines, lift stations, and distribution assets.
- **Parks and Public Facilities:** The CIP includes modest allocations (approx. \$50,000 per year) for park improvements, HVAC systems, roof replacements, and ADA retrofits.

While current expenditures are balanced, limited unrestricted revenues and growing infrastructure needs suggest that external funding, particularly grants, will remain essential to maintaining LOS and supporting new development.

FINANCIAL FEASIBILITY AND FORECAST ASSUMPTIONS

To maintain financial feasibility, the City uses the following assumptions in its capital budgeting and forecasting:

- 2% annual growth in ad valorem revenue, consistent with historical trends.
- Flat-to-moderate growth in intergovernmental revenue, barring significant policy changes.
- Stable debt service obligations, currently under 3% of total revenues.
- Use of grant funds for any project exceeding local match capacity, especially for stormwater, resilience, or transportation improvements.

The City prepares a Five-Year Schedule of Capital Improvements (see Section 11.4) that demonstrates balanced revenues and expenditures, with no use of speculative or unfunded revenue sources. The first three years of the schedule are fully funded or include identified matching grants. Years 4 and 5 include proposed projects contingent upon future appropriations or funding awards.

OPPORTUNITIES AND RECOMMENDATIONS

To strengthen the City's capital funding position, the following strategies are recommended:

- Expand grant-seeking capacity, including participation in county-level and regional planning initiatives.
- Reevaluate impact fees or development contributions, especially if housing growth accelerates.
- Develop a formal asset management program to guide reinvestment timing and cost forecasting.
- Coordinate regional capital planning for utility systems, drainage, and transportation.
- Monitor legislative opportunities related to resilience funding, infrastructure modernization, and rural community assistance.

These financial tools and strategies will enable the City to deliver capital improvements that are responsive to existing needs and aligned with South Bay's long-term vision for inclusive, connected, and resilient growth.

11.4 ISSUES AND OPPORTUNITIES

The City of South Bay's ability to maintain and expand capital infrastructure over the next two decades will be shaped by financial, environmental, operational, and regulatory factors. While the City has demonstrated resilience in delivering essential public services despite limited resources, it faces systemic infrastructure challenges, some longstanding, and others emerging in response to shifting policy landscapes, climate pressures, and economic constraints. At the same time, South Bay is uniquely positioned to take advantage of strategic partnerships, regional investments, and new legislative mandates that prioritize infrastructure equity and rural resilience.

This section identifies the City's key capital planning challenges and summarizes emerging opportunities that may support more effective, efficient, and forward-looking investment strategies.

KEY ISSUES

1. AGING INFRASTRUCTURE AND DEFERRED MAINTENANCE

Much of the City's utility, drainage, and road infrastructure was constructed decades ago and is nearing or past its useful lifespan. Key issues include:

- Deteriorated sanitary sewer pipes and lift station controls.
- Aging water distribution lines are vulnerable to breaks and pressure loss.
- Local roads requiring resurfacing, with substandard drainage and walkability.
- Outdated HVAC systems and building components in public facilities.

Without timely reinvestment, these aging systems risk service disruptions, higher repair costs, and the inability to support new development.

2. LIMITED LOCAL REVENUE CAPACITY

As a small city with a constrained tax base, South Bay operates under tight fiscal margins. Its ad valorem revenue is modest, and economic development has not yet yielded a significant increase in taxable value. This limits the City's ability to finance large-scale projects without relying on state or federal assistance.

3. CONCURRENCY COMPLIANCE UNDER GROWTH CONSTRAINTS

While growth projections remain moderate, the City must ensure that all new development is served by public facilities at or above adopted Level of Service (LOS) standards. This requires timely infrastructure extension, particularly water and sewer, to targeted development areas (e.g., the Village by the Lake, infill residential zones). Lack of upfront funding can delay or complicate such extensions.

4. DRAINAGE AND FLOOD MANAGEMENT NEEDS

Though South Bay is not within a FEMA-designated special flood hazard area, it is located adjacent to Lake Okeechobee and within the larger Everglades drainage basin. Extreme rain events, aging culverts, and limited capacity in low-lying areas contribute to localized flooding. Several older neighborhoods need drainage retrofits, but these projects are capital-intensive and require outside funding.

5. COMPLIANCE WITH EMERGING STATE MANDATES

Recent legislation, including the Live Local Act (SB 102) and HB 1379, requires municipalities to coordinate capital infrastructure more closely with affordable housing and environmental objectives.

For South Bay, this includes:

- Proactive planning for septic-to-sewer conversions.
- Coordinate infrastructure with infill and workforce housing.
- Demonstrating the financial feasibility of capital plans tied to new development approvals.

6. MULTIMODAL AND RESILIENT TRANSPORTATION GAPS

The lack of continuous sidewalks, bicycle infrastructure, and safe pedestrian crossings limits mobility and safety, particularly for transit-dependent residents. As climate risks increase, transportation systems such as elevated road segments, storm-rated lighting, and redundant evacuation routes must be upgraded for resilience.

OPPORTUNITIES

Despite these challenges, South Bay is poised to leverage several significant opportunities to modernize and expand its capital infrastructure:

1. REGIONAL UTILITY PARTNERSHIPS

The City's continued coordination with Palm Beach County Water Utilities, the Glades Utility Authority (GUA), and the Solid Waste Authority (SWA) provides access to regional expertise, economies of scale, and eligibility for shared infrastructure grant programs.

2. FEDERAL AND STATE INFRASTRUCTURE FUNDING

The Infrastructure Investment and Jobs Act (IIJA), State Revolving Funds, and targeted grant programs (e.g., DEP Resilient Florida, CDBG, FDOT SCOP) offer pathways for funding water, sewer, stormwater, and transportation improvements, particularly in disadvantaged communities like South Bay.

3. TARGETED GROWTH AREAS READY FOR INFRASTRUCTURE

Areas like the Village by the Lake have land use designations and market potential that align well with infrastructure investments. By focusing capital funding in these areas, the City can maximize return on investment, attract new housing and economic development, and expand its tax base.

4. GREEN AND LOW IMPACT DEVELOPMENT (LID) PRACTICES

Green infrastructure, including bioswales, permeable pavements, and tree canopy restoration, can offer cost-effective, visually appealing, and environmentally sustainable solutions to many infrastructure needs. Incorporating LID strategies into future capital projects will support resilience goals and improve eligibility for grant funding.

5. INTEGRATION OF HOUSING, INFRASTRUCTURE, AND RESILIENCE PLANNING

The City's Housing, Infrastructure, Transportation, and Future Land Use Elements are aligned to support coordinated capital investment. This integrated approach helps prioritize infrastructure that enables affordable housing, mitigates climate risk, and enhances service equity in historically underserved areas.

6. STRENGTHENING CAPITAL PLANNING CAPACITY

By continuing to refine its asset inventory, expand CIP forecasting tools, and improve grant readiness, the City can strengthen its ability to deliver a responsive, transparent, and accountable capital

program. Enhanced data systems and project tracking can support performance-based budgeting and interagency reporting.

STRATEGIC PLANNING IMPLICATIONS

To effectively respond to the issues and opportunities identified above, the City should:

- Focus capital investments in high-impact geographic areas with strong policy alignment (e.g., infill, redevelopment zones).
- Proactively bundle infrastructure improvements (e.g., water, sewer, drainage, streets) into cohesive projects to improve efficiency and competitiveness for funding.
- Embed resilience, equity, and affordability into all capital planning and infrastructure design phases.
- Enhance partnerships with Palm Beach County, FDOT, SFWMD, and nonprofit entities to extend the reach of limited City resources.
- Maintain an annually updated, financially feasible capital plan that is linked to the City's operating budget, growth policies, and Comprehensive Plan goals.

These strategies will inform the City's Five-Year Schedule of Capital Improvements (next section), ensuring that public dollars are invested in the most impactful, sustainable, and equitable way possible.

11.5 FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

PURPOSE

The Five-Year Schedule of Capital Improvements (CIP) identifies the City of South Bay's planned capital expenditures for major public facilities and infrastructure improvements between FY 2025 and FY 2030. This schedule is a key component of the Capital Improvements Element. It is the implementation framework for maintaining adopted Level of Service (LOS) standards, addressing existing deficiencies, supporting projected growth, and fulfilling concurrency and statutory mandates.

Pursuant to Section 163.3177(3), Florida Statutes, the CIP must be financially feasible, reflect annual budget appropriations, and include identified revenue sources for at least the first three years. The City updates this schedule annually as part of its budgeting process and coordinates revisions with Palm Beach County, regional utility providers, and the Palm Beach County School District.

PROJECT PRIORITIZATION CRITERIA

Projects included in the Five-Year Schedule are prioritized based on the following criteria:

- Correction of existing LOS deficiencies or critical infrastructure failures.
- Compliance with concurrency for new development approvals.
- Alignment with adopted Comprehensive Plan policies and strategic land use goals.
- Enhancement of public health, safety, mobility, or environmental resilience.
- Cost-effectiveness, including eligibility for grant funding or interagency partnerships.
- Support for affordable housing, redevelopment, or job creation initiatives.

FIVE-YEAR CAPITAL IMPROVEMENTS SCHEDULE (FY 2025-2030)

Table 11-3 outlines South Bay's major capital projects by facility type, with estimated costs and anticipated funding sources. Projects may be refined or re-sequenced through the City's annual capital budgeting process.

TABLE 11-3: MAJOR CAPITAL PROJECTS BY FACILITY TYPE

<u>Project Title</u>	<u>Facility Type</u>	<u>FY Start</u>	<u>Total Cost</u>	<u>Funding Source(s)</u>
<u>Lift Station Electrical & Mechanical Upgrades</u>	<u>Sanitary Sewer</u>	<u>2025</u>	<u>\$150,000</u>	<u>Sewer Fund, CDBG</u>
<u>Citywide Sewer Slip-Lining and I/I Repair (Phase 1)</u>	<u>Sanitary Sewer</u>	<u>2026</u>	<u>\$200,000</u>	<u>State Revolving Fund, Utility Revenue</u>
<u>MLK Blvd Drainage Improvements (East Segment)</u>	<u>Stormwater Drainage</u>	<u>2025</u>	<u>\$130,000</u>	<u>CDBG, General Fund</u>
<u>Green Infrastructure Pilot (bioswales, curb cuts)</u>	<u>Stormwater /Resilience</u>	<u>2026</u>	<u>\$85,000</u>	<u>DEP Resilient Florida, General Fund</u>
<u>Village by the Lake Water Main Extension</u>	<u>Potable Water</u>	<u>2026</u>	<u>\$210,000</u>	<u>GUA Partnership, Utility Fund</u>
<u>Annual Road Resurfacing</u>	<u>Transportation</u>	<u>2025-2030</u>	<u>\$375,000</u>	<u>Gas Tax Fund, General Fund, SCOP</u>

<u>Program (Local Streets)</u>				
<u>Sidewalk Expansion (Phase 1)</u>	<u>Transportation /Mobility</u>	<u>2025</u>	<u>\$95,000</u>	<u>FDOT TAP, General Fund</u>
<u>Tanner Park ADA Upgrades and Restroom Renovation</u>	<u>Recreation Facilities</u>	<u>2026</u>	<u>\$60,000</u>	<u>Parks Fund, CDBG</u>
<u>Community Center Roof and HVAC Replacement</u>	<u>Public Buildings</u>	<u>2025</u>	<u>\$125,000</u>	<u>Capital Fund, State Community Facility Grant</u>
<u>Police Substation Renovation (shared facility)</u>	<u>Public Safety</u>	<u>2027</u>	<u>\$80,000</u>	<u>General Fund, County Grant</u>

INTERGOVERNMENTAL CAPITAL COORDINATION

The City of South Bay coordinates with the following agencies to align capital investments:

- Palm Beach County School District: School concurrency and capital facility siting.
- Palm Beach County Water Utilities / GUA: Water and sewer infrastructure planning.
- FDOT and Palm Beach TPA: Roadway, mobility, and safety improvements.
- SFWMD and SSDD: Regional stormwater, canal maintenance, and flood mitigation.
- Solid Waste Authority: Capacity certification for solid waste and recycling.

The City also participates in joint grant applications and matches local funding for projects eligible under regional initiatives such as the Glades Infrastructure Improvement Program and Resilient Florida.

SCHEDULE MAINTENANCE AND UPDATES

To ensure continued legal compliance and alignment with community priorities, the City shall:

- Update the Five-Year Schedule of Capital Improvements annually, through resolution, as part of the budget adoption process.
- Ensure that all projects are consistent with the adopted Comprehensive Plan.

- Verify that revenue sources for the first three years are committed or reasonably anticipated.
- Coordinate with regional partners to reflect new funding opportunities, shared infrastructure upgrades, and emerging facility needs.

DRAFT

11.6 GOALS, OBJECTIVES, AND POLICIES

GOAL 11.1: PROVIDE AND MAINTAIN CAPITAL INFRASTRUCTURE AND PUBLIC FACILITIES IN A FISCALLY RESPONSIBLE, SUSTAINABLE, AND EQUITABLE MANNER THAT SUPPORTS THE CITY'S ADOPTED LEVEL OF SERVICE STANDARDS, PROTECTS PUBLIC HEALTH AND SAFETY, ENCOURAGES ORDERLY GROWTH, AND ENHANCES THE OVERALL QUALITY OF LIFE FOR SOUTH BAY RESIDENTS.

Objective 11.1.1: Capital Planning and Implementation - The City shall maintain and annually update a financially feasible Capital Improvements Program (CIP) that identifies and prioritizes projects to correct deficiencies, accommodate projected growth, maintain LOS standards, and support resilience planning goals.

Policy 11.1.1.1: The City shall adopt a Five-Year Schedule of Capital Improvements annually as part of its budget process, in accordance with Section 163.3177(3), Florida Statutes.

Policy 11.1.1.2: The City shall prioritize capital projects that address public safety, concurrency requirements, infrastructure deficiencies, and statutory compliance.

Policy 11.1.1.3: The City shall require that all capital projects in the first three years of the schedule include identified, committed funding sources.

Policy 11.1.1.4: The City shall update its project cost estimates and funding assumptions annually based on market conditions, grant awards, and agency coordination.

Objective 11.1.2: Level of Service Maintenance and Concurrency - The City shall ensure that public facilities are available at or above adopted level of service standards at the time of development, consistent with concurrency and growth management requirements.

Policy 11.1.2.1: The City shall require all development approvals to demonstrate consistency with adopted LOS standards for water, sewer, stormwater, solid waste, transportation, recreation, and schools.

Policy 11.1.2.2: The City shall deny or delay development proposals if the required public facilities are unavailable or programmed for availability within three years.

Policy 11.1.2.3: The City shall evaluate LOS compliance at least once annually and include concurrency performance in its Evaluation and Appraisal Report (EAR).

Objective 11.1.3: Fiscal Sustainability and Capital Financing - The City shall fund capital improvements using revenue sources that ensure long-term fiscal health and minimize debt obligations.

Policy 11.1.3.1: The City shall limit capital-related debt service to no more than 15% of total governmental fund expenditures unless authorized by the City Commission through a formal finding of necessity.

Policy 11.1.3.2: The City shall pursue grant funding for at least three capital projects annually and track success metrics through its budgeting process.

Policy 11.1.3.3: The City shall evaluate the feasibility of reactivating or adopting impact fees, special assessments, or utility availability charges to help finance infrastructure expansions related to new development.

Objective 11.1.4: Infrastructure Equity and Resilience - The City shall invest in capital infrastructure that advances resilience, reduces climate risk, and ensures equitable access to quality services and facilities across all neighborhoods.

Policy 11.1.4.1: The City shall allocate at least 40% of CDBG-eligible infrastructure improvements toward historically underserved areas.

Policy 11.1.4.2: The City shall incorporate green infrastructure practices into at least one new public capital project per year beginning in FY 2026.

Policy 11.1.4.3: The City shall require all new or retrofitted public buildings and critical facilities to comply with FEMA elevation standards and Florida Building Code wind load requirements.

Policy 11.1.4.4: The City shall coordinate with SFWMD, DEP, and Palm Beach County to implement at least one drainage, flood mitigation, or stormwater improvement project annually through FY 2030.

Objective 11.1.5: Intergovernmental and Regional Coordination - The City shall collaborate with county, state, regional, and utility partners to ensure efficient service delivery, reduce infrastructure costs, and align capital improvements with regional plans and mandates.

Policy 11.1.5.1: The City shall participate in at least two interagency capital planning coordination meetings or working groups annually.

Policy 11.1.5.2: The City shall incorporate capital projects from the Palm Beach County School District, FDOT, GUA, and SWA into its Capital Improvements Schedule where applicable.

Policy 11.1.5.3: The City shall support shared-use or co-located facilities with partner agencies when such arrangements reduce costs or improve public access.

Objective 11.1.6: Capital Asset Management and Monitoring - The City shall maintain a current inventory of all major capital assets and use asset management practices to inform budgeting and reinvestment decisions.

Policy 11.1.6.1: The City shall complete a comprehensive inventory of all City-owned capital facilities and infrastructure assets by FY 2027 and update the inventory every three years thereafter.

Policy 11.1.6.2: The City shall implement a capital asset monitoring system to track project implementation, condition ratings, and remaining useful life of at least 75% of major assets by FY 2030.

Policy 11.1.6.3: The City shall publish an annual Capital Improvement Progress Report summarizing project status, expenditures, grant awards, and LOS compliance.

ORDINANCE NO. 06-2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 ENTITLED "ELECTIONS", ARTICLE III, SECTION 10-49 ENTITLED "QUALIFICATIONS" TO REQUIRE THAT EACH CANDIDATE FOR CITY COMMISSION BE A RESIDENT OF THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO QUALIFYING FOR ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of South Bay, Florida ("City"), a municipal corporation, enjoys all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has determined that elected officials should possess a meaningful familiarity with the City's neighborhoods, residents, infrastructure, municipal services, and community priorities in order to effectively represent the interests of the public; and

WHEREAS, the City Commission finds that a reasonable period of residency within the City prior to seeking elective office promotes a greater understanding of the City's history, governmental operations, financial obligations, strategic priorities, and the unique issues affecting its residents; and

WHEREAS, the City Commission recognizes that residents are best served by

candidates who have demonstrated a sustained commitment to the City through continued residency and participation in the community; and

WHEREAS, the City Commission finds that establishing a minimum residency requirement encourages public confidence that candidates seeking municipal office have developed a sufficient connection to the community and its residents before assuming the responsibilities of elected office; and

WHEREAS, the City Commission further finds that a one-year residency requirement constitutes a reasonable qualification for municipal office that balances the public's interest in broad ballot access with the City's legitimate interest in ensuring that candidates possess an adequate understanding of the community they seek to represent; and

WHEREAS, the City Commission has determined that requiring candidates for the office of City Commissioner to have resided continuously within the municipal boundaries of the City for at least one (1) year immediately preceding the date on which they qualify for office will promote informed governance, continuity of representation, and public trust in municipal government; and

WHEREAS, the City Commission finds that amending Chapter 10, Article III, Section 10-49 entitled "Qualifications" to require that any candidate for commissioner shall have resided in the City of South Bay for a period of at least one (1) year prior to qualifying for election is in the best interests of the City of South Bay.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Chapter 10, Article III, Section 10-49 entitled “Qualifications” to provide that any candidate for commissioner shall have resided in the City for at least one (1) year prior to qualifying for election:

Sec. 10-49 - Qualifications and Residency.

Each candidate for the city commission shall be a resident and qualified elector of the city. Candidates for the city commission shall qualify by filing a written notice of candidacy with the city clerk.

To be eligible to hold the office of Commissioner of the City of South Bay, or to qualify for nomination or election as such, the candidate shall have resided in the city limits of the City of South Bay for a minimum of one (1) year immediately preceding the date of qualifying; shall continuously reside within the City of South Bay after the election; and shall present certain official documents as proof of residency to include, at a minimum, a Florida Driver's License or a Florida Identification Card (ID Card); any utility bill showing the address of residency and a voter's registration card. Any person desiring to qualify as a candidate for city commission must present to the city clerk all documentation and/or fees required by local and state law. The same addresses shall be shown on all three (3) official documents and serve as verification of proof of residency. The role of the City Clerk as to residency verification shall be ministerial.

Section 3. Conflict & Repealer.

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

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2026.

PASSED SECOND READING this ____ day of _____ 2026.

Joe Kyles, Mayor

ATTEST:

Olivia Mejia, City Clerk

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

Burnadette Norris-Weeks, 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

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Albert Polk

Betty Barnard

Barbara King

Leondrae Camel
City Manager

City Clerk
Olivia Mejia

Bernadette Norris Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: July 29, 2026
Ref: Weekly check register

Enclosed, please find the summary of check register as of July 29, 2026:

General Fund

• Utility:		
Comcast	\$	585.42
Verizon		552.14
Nextiva		556.97
PBC Water Utility		2,936.02
• Bank of America		2,506.16
• PBC Sheriff's		20,997.17
• Jordan Connors		2,500.00
• Florida Blue		12,488.21
• Purchased of supplies, materials and parts		4,421.29
• Payment for various services		5,578.43
• Payroll deductions		4,565.09
• Other		3,368.67
Total	\$	61,055.57

Capital Project Fund

WGI	\$	7,201.34
Total Solution		2,100.00
		9,301.34

Sanitation Fund

Goode Companies, Inc	\$	67,722.98
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AP Check Register Report

City Of South Bay (CSBFND)

7/29/2026 2:37:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17764	1004	RELIANT FIRE & SECURITY	07/29/2026	239.97
17765	1483	LAKE COUNTRY ROLL-OFF DUMPSTER SERVICES	07/29/2026	700.00
17766	BELLE GLADE WHOLESALERS	BIG LAKE SNACK SALES, INC	07/29/2026	87.24
17767	COASTAL NETWORK SOLUTIONS	COASTAL NETWORK SOLUTIONS, LLC	07/29/2026	1,500.00
17768	EVERGLADES FARM EQUIPMENT	EVERGLADES EQUIPMENT GROUP	07/29/2026	192.58
17769	MUTUAL OF OMAHA	MUTUAL OF OMAHA	07/29/2026	437.40
17770	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	07/29/2026	420.31
17771	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	07/29/2026	2,936.02
17772	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS CO	07/29/2026	68.50
Non-Electronic Transactions:				6,582.02
Total Transactions:				6,582.02

AP Check Register Report

City Of South Bay (CSBFND)

7/23/2026 8:50:33 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17748	1139	ANDREW MANN	07/23/2026	100.00
17749	1330	ASSURITY LIFE INSURANCE COMPANY	07/23/2026	226.94
17750	1468	NEXTIVA INC.	07/23/2026	556.97
17751	1482	BAHER FOUNDATION	07/23/2026	500.00
17752	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	07/23/2026	300.00
17753	BETTY BARNARD	BETTY BARNARD	07/23/2026	85.59
17754	CAP GOVERNMENT	CAP GOVERNMENT	07/23/2026	1,787.50
17755	COLONIAL LIFE PROCES	COLONIAL LIFE	07/23/2026	1,132.14
17756	JLH ASSOCIATES	JLH ASSOCIATES	07/23/2026	580.00
17757	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	07/23/2026	2,500.00
17758	LEON NUGENT	LEON NUGENT	07/23/2026	58.75
17759	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	07/23/2026	897.94
17760	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	07/23/2026	20,997.17
17761	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	07/23/2026	450.00
17762	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	07/23/2026	91.21
17763	FDOT	FDOT	07/23/2026	36.93
Non-Electronic Transactions :				30,301.14
Total Transactions :				30,301.14

AP Check Register Report

City Of South Bay (CSBFND)

7/17/2026 9:36:58 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17740	1408	VECTOR DISEASE CONTROL INTERNATIONAL LLC	07/17/2026	617.96
17741	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	07/17/2026	1,584.60
17742	DEPT OF ENVIRO	DEPARTMENT OF ENVIRONMENTAL PROTECT	07/17/2026	300.00
17743	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/17/2026	164.72
17744	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	07/17/2026	789.48
17745	HOMELESS COALITION O	HOMELESS COALITION OF PALM BEACH COUNTY IN	07/17/2026	1,100.00
17746	EVERGLADES TRADING	EVERGLADES TRADING	07/17/2026	48.41
17747	BANK OF AMERICA, NA	BANK OF AMERICA	07/17/2026	2,506.16
Non-Electronic Transactions:				7,111.33
Total Transactions:				7,111.33

AP Check Register Report

City Of South Bay (CSBFND)

7/29/2026 2:10:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-34798JULY26	LIBERTY NATIONAL	LIBERTY NATIONAL	07/29/2026	900.14
ACH-565468	AFLAC	AFLAC	07/29/2026	1,617.13
ACH-AUG 2026	1394	FLORIDA BLUE	07/29/2026	12,488.21
ACH-W11537372	SOLSTICE BENEFITS IN	SOLSTICE	07/29/2026	620.24
Totals:			Electronic Transactions:	15,625.72
			Total Transactions:	15,625.72

AP Check Register Report
City Of South Bay (CSBFND)

7/24/2026 8:43:36 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-124869	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC. USA	07/24/2026	153.00
Totals:				
Electronic Transactions:				153.00
Total Transactions:				153.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-623000091136	1146	VERIZON CONNECT FLEET USA LLC	07/24/2026	189.50
ACH-6418110274	VERIZON WIRELESS	VERIZON WIRELESS	07/24/2026	362.64
Totals:		Electronic Transactions:		552.14
		Total Transactions:		552.14

AP Check Register Report

City Of South Bay (CSBFND)

7/17/2026 11:11:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-276892853	COMCAST BUSINESS	COMCAST	07/17/2026	332.47
ACH-8960-726	COMCAST	COMCAST	07/17/2026	252.95
Totals:			Electronic Transactions:	585.42
			Total Transactions:	585.42

AP Check Register Report
City Of South Bay (CSBFND)

7/20/2026 9:43:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-B7D70DA6	1449	TREVIPAY	07/20/2026	144.80
Totals:				
Electronic Transactions:				144.80
Total Transactions:				144.80

AP Check Register Report

City Of South Bay (CSBFND)

7/22/2026 12:39:04 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
374	WGI INC	WGI INC	07/22/2026	7,201.34
Non-Electronic Transactions:				7,201.34
Total Transactions:				7,201.34

AP Check Register Report

City Of South Bay (CSBFND)

7/27/2026 9:39:17 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
375	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	07/27/2026	2,100.00
Non-Electronic Transactions:				2,100.00
Total Transactions:				2,100.00

AP Check Register Report
City Of South Bay (CSBFND)

7/27/2026 9:24:16 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
401	1455	GOODE COMPANIES, INC.	07/27/2026	67,722.98
Non-Electronic Transactions:				67,722.98
Total Transactions:				67,722.98