

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 5, 2025

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Taranza McKelvin

Commissioner:

Esther Berry

Commissioner:

Albert L. Polk

Commissioner:

Barbara King

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Vicenta Washington

[JUSTIFY_INDENT]

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY
CITY COMMISSION BUDGET
WORKSHOP

CITY HALL CHAMBER
TUESDAY, AUGUST 5, 2025
6:30 PM

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

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
 - a. FY 2025-2026 BUDGET PRESENTATION
4. ADJOURNMENT

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 5, 2025
7:00 PM

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

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

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

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

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

- a. **Commission Meeting Minutes – July 15, 2025**
 - 5.a. **Commission Meeting Minutes**
- b. **Approval of City Commission Meeting Agenda - August 5, 2025**
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

- a. **RESOLUTION NO. 35-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CREATING A SOUTH BAY CIVIC ENGAGEMENT ACADEMY FOR CIVIC EDUCATION; ESTABLISHING CERTAIN RESPONSIBILITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

- b. **RESOLUTION NO. 36-2025**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE MAYOR’S EXECUTION OF THE ATTACHED STATE OF FLORIDA DEPARTMENT OF COMMERCE RURAL INFRASTRUCTURE FUND GRANT AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

- 6.b. **FLORIDA COMMERCE RIF AGREEMENT**

- c. **RESOLUTION NO. 37-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A PROCLAMATION POLICY AND PROCEDURES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

- 6.c. **SOUTH BAY PROCLAMATION POLICY**

- d. **RESOLUTION NO. 38-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A SAFE AND ACCESSIBLE PEDESTRIAN SIGNAL CROSSING ALTERNATIVE AT THE INTERSECTION OF U.S. HIGHWAY 27 (US-27) AND STATE ROAD 80 (SR-80); URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PRIORITIZE DESIGN AND INSTALLATION; PROVIDING FOR CONFLICTS,

SEVERABILITY, AND AN EFFECTIVE DATE.

6.d. FDOT DESIGN AND INSTALLATION PRESENTATION

- e. RESOLUTION 39-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE TWENTIETH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM CONSISTENT WITH THE TERMS, ATTACHED HERETO EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.e. PBSO LAW ENFORCEMENT SERVICE AGREEMENT

7. ORDINANCE

- a. ORDINANCE NO. 04-2025**
AN ORDINANCE AMENDING ARTICLE XIX ENTITLED "LANDSCAPING REQUIREMENTS" TO APPENDIX "A" OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ZONING"; SPECIFICALLY CREATING NEW DIVISION 3. ENTITLED "LANDSCAPE IRRIGATION"; CREATING NEWSECTION 19.22 ENTITLED "WATER CONSERVATION FOR LANDSCAPE IRRIGATION"; PROVIDING FOR INTENT AND PURPOSE; DEFINITIONS; APPLICABILITY; YEAR ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES; EXCEPTIONS; VARIANCES AND PENALTIES; REPEALING ORDINANCE 01-2021; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

7.a. ORIGINAL 01-2021 ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- a. Accounts Payable Report**

9.a. AP REPORT

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
 CITY HALL CHAMBER
 TUESDAY, JULY 15, 2025
 6:30PM

Present:

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

Staff

Leondrae Camel, City Manager
 Burnadette Norris-Weeks, City Attorney
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Growth and Development Director
 Cristal Verdugo, Administrative Assistant
 Aiyana Bent, Community Navigator
 Asha Mobley, Code Enforcement Officer

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Agenda Items
4. **ADJOURNMENT- 6:57pm**

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

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
 CITY HALL CHAMBER
 TUESDAY, JULY 15, 2025
 7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on July 15, 2025 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

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

Staff:

Leondrae Camel, City Manager
 Burnadette Norris-Weeks, City Attorney
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Growth and Development Director
 Cristal Verdugo, Administrative Assistant
 Aiyana Bent, Community Navigator
 Asha Mobley, Code Enforcement Officer

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. Rosenwald Elementary School Legacy of Excellence Proclamation
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
5. **CONSENT AGENDA**

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

- a. Regular City Workshop and City Meeting
Approval of City Minutes – June 3, 2025
 Approve Consent Agenda
 Moved by: Vice-Mayor McKelvin
 Seconded by: Commissioner Berry
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – July 15, 2025
 Approve Consent Agenda
 Moved by: Vice-Mayor McKelvin
 Seconded by: Commissioner Berry

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

- c. 2025 Legislative Session Report (Receive and File)
 - 5.c. Legislative Session Report
6. **RESOLUTIONS (Non- Consent) and Quasi-Judicial Hearing, if applicable**
 - a. **RESOLUTION 27-2025**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE APPOINTMENT OF BEATRICE CAZEAU ESQ. AS SPECIAL MAGISTRATE FOR THE CITY OF SOUTH BAY; AUTHORIZING EXECUTION OF A SPECIAL MAGISTRATE PROFESSIONAL SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO EXPEDITE ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

b. RESOLUTION 28-2025

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, 2025, THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Polk
 Seconded by: Commissioner Berry

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

c. RESOLUTION 29-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES BETWEEN THE CITY OF SOUTH BAY AND PROFESSIONAL SERVICE INDUSTRIES, INC.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

d. RESOLUTION 30-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NON-PROFIT ORGANIZATIONS; 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 Berry	YES
Commissioner Polk	YES
Commissioner King	YES

e. RESOLUTION 31-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CIVICPLUS FOR THE PROVISION OF COMMUNITY ENGAGEMENT AND GOVERNMENT CONTENT, WORKFLOW AND GENERAL MANAGEMENT SOFTWARE SOLUTIONS, PLATFORMS AND ASSOCIATED SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

f. RESOLUTION

32-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING A PUBLIC RECORDS REQUEST POLICY, CONSISTENT WITH FLORIDA STATUTES CHAPTER 119; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

**Moved by: Commissioner Polk
Seconded by: Commissioner Berry**

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

g. RESOLUTION

33-2025

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

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

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

h. RESOLUTION

34-2025

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

Moved by: Vice- Mayor McKelvin

Seconded by: Commissioner Polk

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

7. ORDINANCE

a. ORDINANCE 04-2025

AN ORDINANCE AMENDING ARTICLE XIX ENTITLED "LANDSCAPING REQUIREMENTS" TO APPENDIX "A" OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ZONING"; SPECIFICALLY CREATING NEW DIVISION 3. ENTITLED "LANDSCAPE IRRIGATION"; CREATING NEWSECTION 19.22 ENTITLED "WATER CONSERVATION FOR LANDSCAPE IRRIGATION"; PROVIDING FOR INTENT AND PURPOSE; DEFINITIONS; APPLICABILITY; YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES; EXCEPTIONS; VARIANCES AND PENALTIES; REPEALING ORDINANCE 01-2021; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

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

8. ROSENWALD ELEMENTARY SCHOOL

9.FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

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

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

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

a. Brownfield Site Update 480 US HWY 27 N

b. City Rebranding

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS (NONE)

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Albert Polk

- Thank you

14.b. Commissioner Esther Berry

- Thank you

14.c. Commissioner King

- Thank you

14.d. Vice- Mayor McKelvin

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 9:08 pm

Moved by: Vice-Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 35-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CREATING A SOUTH BAY CIVIC ENGAGEMENT ACADEMY FOR CIVIC EDUCATION; ESTABLISHING CERTAIN RESPONSIBILITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, civics is the study of the rights and obligations of citizens in society as well as how government works; and

WHEREAS, providing individuals with basic civics education by understanding local, state, and federal government structure and operations is important for a functioning community; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to implement a Civic Engagement Academy ("Academy") to provide an opportunity for South Bay residents to learn about different aspects of local government operations; and

WHEREAS, it has been shown that civic engagement or citizen academies are overwhelmingly fulfilling their purpose of increasing the civic engagement of participants as more local governments are looking to educate and engage its citizens; and

WHEREAS, a South Bay Civic Engagement Academy has the potential to break the cycle of civic apathy and low confidence in government as well as promote more positive views of local government operations; and

WHEREAS, the City Commission finds that approval of a Civic Engagement Academy is in the best interests of the City.

NOW THEREFORE, BE IT DULY 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. Approval of Civics Engagement Academy. The City Commission of the City of South Bay hereby approves the formation of a Civic Engagement Academy as follows:

- A. *The academy will focus on providing City of South Bay residents with a greater understanding of municipal operations; providing various forms of civic engagement for residents; and providing a greater understanding of governmental resources.*
- B. *The Academy shall be open to the public and not discriminate in any manner on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition, gender identity, sexual orientation or any other category protected by federal, state or local laws.*
- C. *Except for June and July, meetings for the Academy should be held twice a month between January through November and take place from 4:00 pm to 6:00 pm on the 1st and 3rd Tuesdays.*
- D. *The City Manager, or the City Manager's designee, will be responsible for coordinating meetings, agendas and speakers. The City Manager or designee may modify the schedule from time to time. The City Manager or designee will also be responsible for providing an annual report to the Commission. At a minimum, the annual report shall include a summary of the curriculum, the length of each program and the number of individuals who participated in the academy on any day. The report shall also include the measures taken to advertise or promote the academy, along with recommendations to improve or increase participation.*
- E. *Any anticipated costs for the academy should be presented by the City Manager to the City Commission as a part of the City's annual budget.*

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

PASSED and **ADOPTED** this 5th day of August 2025.

Joe Kyles, Mayor

ATTEST:

Vicenta Washington, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION NO. 36-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE MAYOR'S EXECUTION OF THE ATTACHED STATE OF FLORIDA DEPARTMENT OF COMMERCE RURAL INFRASTRUCTURE FUND GRANT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Commerce ("Commerce"), pursuant to Section 288.0655, Florida Statutes, created the Rural Infrastructure Fund ("RIF") to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening diversification of rural economies by promoting tourism, trade, and economic development; and

WHEREAS, the City of South Bay ("City") has been awarded funding under the RIF to conduct a feasibility study and area analysis needed to develop a master plan for phase one of the "Village by the Lake" project; and

WHEREAS, the agreement period began April 24, 2025, and shall continue until the end date of April 24, 2027, or the date on which either the City or Commerce terminates this Agreement; and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the best interests of the residents of the City to ratify the execution of the Agreement, attached hereto as Exhibit "A."

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay hereby ratifies the Mayor's execution of the attached State of Florida Department of Rural Infrastructure Fund Grant Agreement, attached hereto as Exhibit "A."

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

PASSED and **ADOPTED** this 5th day of August 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**GRANT AGREEMENT
BETWEEN THE
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
AND
THE CITY OF SOUTH BAY, FLORIDA**

THIS GRANT AGREEMENT NUMBER D0321 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **City of South Bay, Florida**, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective **April 24, 2025** (the “Effective Date”) and shall continue until the earlier to occur of (a) **April 24, 2027** (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of

Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures.

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. Audit Rights. Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. Termination for Cause: Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's

officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may

charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the

cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the

information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in

this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee’s Payee:	Grantee’s Agreement Manager:
City of South Bay	Leondrae Camel
335 Southwest 2 nd Ave	335 Southwest 2 nd Ave
South Bay, FL 33493	South Bay, FL 33493
Telephone: 561-996-6751	Telephone: 561-996-6751 ext. 130
Email: camell@southbaycity.com	Email: camell@southbaycity.com

Commerce’s Agreement Manager:

Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: (850) 717-8435
Email: Alissa.Fan@commerce.fl.gov

CC. NOTICES

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

Rest of page left intentionally blank; Attachments to follow after signature page.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF SOUTH BAY, FLORIDA

By J. Alex Kelly
Signature
J. Alex Kelly

By Andreias Camel
Signature
Joe Kyles, Sr.

Title Secretary

Title Mayor

Date 6/16/2025

Date 6/12/2025

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: David Tropin

Approved Date: 6/16/2025

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION:

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(c), F.S., provides that Commerce may award grants for infrastructure feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities in order to facilitate timely response and induce the location or expansion of specific job creating opportunities in rural communities.

The City of South Bay (“Grantee”) will use the funding to conduct a feasibility study and area analysis needed to develop a master plan for Phase One of the “Village by the Lake” project.

2. GRANTEE’S RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

A. Feasibility Study

1. Prepare a comprehensive Feasibility Plan Study evaluating the infrastructure requirements, environmental impacts, and long-term operational needs.
2. Conduct two stakeholders’ and project partner planning meetings establishing development priorities and determining the essential facilities needed for the Village by the Lake project

B. Area Analysis and Map Development

- a. Develop a preliminary map that defines the project area and identifies key eco-tourism connections, transportation corridor, public utilities, and other relevant infrastructures.

C. Area Master Plan

1. Develop Master Plan outlining development guidelines for the Village by the Lake, ensuring alignment with eco-tourism and economic developmental goals.
2. Present the draft Master Plan to the city Commission for review, feedback and public input.
3. Provide final Master Plan based on City Commission approval and addressing community and stakeholder’s priorities.

D. Schematic Design

1. Develop schematic designs for the Village by the Lake project

E. Developmental Studies

1. Perform a site analysis, comprehensive examination of the land’s topography, drainage patterns, and potential environmental factors.
 - a. Perform a topographic survey and a geotechnical survey for assessment of the soil consistency and structure.

- b. Provide technical project recommendations based on findings.
- 2. Perform a soil investigation.
- 3. Perform an environmental assessment.
- 4. Perform an existing utility assessment.

3. COMMERCE’S RESPONSIBILITIES:

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement.
- B. Perform Agreement management responsibilities as stated herein.
- C. Reply to reasonable inquiries pursuant to the Agreement.
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Feasibility Study		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete and provide copies of the Feasibility Study in accordance with Section 2.A. of this Scope of Work.	The Grantee may request reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following: 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Feasibility Plan Study 4) Copy of advertisements, agenda, sign-in sheets, meeting minutes and presentation materials from two (2) stakeholder and project partner planning meetings.	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 1 Not to Exceed: \$25,000.00		
Deliverable No. 2 – Area Analysis and Map Development		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete and provide copies of: Area Analysis and Map Development in	The Grantee may request reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work,	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

<p>accordance with Section 2.B. of this Scope of Work.</p>	<p>evidenced by submission to Commerce’s Agreement Manager of the following:</p> <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Copy of preliminary map of the Village by the Lake project. 3) Copy of final map of the Village by the Lake project. 	<p>Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
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Deliverable No. 2 Not to Exceed: \$35,000.00

Deliverable No. 3 – Area Master Plan		
Tasks	Minimum Level of Service	Financial Consequences
<p>Grantee shall provide completed Area Master Plan with preliminary description of drainage problems, infrastructure threats, recommended mitigation measures, and proof of town approval, in accordance with Section 2.C. of this Scope of Work.</p>	<p>The Grantee may request reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following:</p> <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Copy of preliminary Master Plan for the City of South Bay, Village by the Lake project. 3) Copy of City Council meeting minutes and summary to include present findings and local feedback, public input, and stakeholder findings 4) Copy of final Master Plan for City of South Bay, Village by the Lake project approved by council. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

Deliverable No. 3 Not to Exceed: \$17,000.00

Deliverable No. 4 – Schematic Design		
Tasks	Minimum Level of Service	Financial Consequences
<p>Grantee shall complete and provide copies of: Schematic Design in accordance with Section 2.D. of this Scope of Work.</p>	<p>The Grantee may request reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following:</p> <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce</p>

	2) Copy of preliminary Schematic Design for City of South Bay, Village by the Lake project 3) Copy of final Schematic Design for City of South Bay, Village by the Lake project.	accepts, that the deliverable is 100% complete.
Deliverable No. 4 Not to Exceed: \$15,000.00		
Deliverable No. 5 – Developmental Study Cost Estimates		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete and provide copies of: Development Study Estimate(s) in accordance with Section 2.E. of this Scope of Work.	The Grantee may request reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following: <ol style="list-style-type: none"> 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Topographic survey. 3) Geotechnical survey. 4) Soil investigation. 5) Technical project recommendations based on findings and Utility availability analysis. 6) Environmental assessment. 7) Utility Assessment. 	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 5 Not to Exceed: \$25,000.00		
TOTAL AWARD NOT TO EXCEED: \$117,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been

paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

6.2.4 A copy of all supporting documentation for vendor payments.

6.2.5 A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

6.6 If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

6.6.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship: or

6.6.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

End of Attachment 1 (Scope of Work)

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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- b. The Auditor General’s Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE
CSFA: 40.042
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
\$117,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. **ALL REQUIREMENTS OF THIS AGREEMENT.**
2. **PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO
\$117,000.00.**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

RESOLUTION NO. 37-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A PROCLAMATION POLICY AND PROCEDURES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay receives requests to officially proclaim a specific day, week, or month to honor a particular cause or person of significance; and

WHEREAS, the City Commission recognizes that an official proclamation issued by the City Commission can promote and enhance the credibility of a cause and affirm support for causes that benefit the City of South Bay, its community, and its residents; and

WHEREAS, the purpose of a policy for proclamations is to provide a vehicle for how the proclamation process should be utilized. The policy is intended to provide guidance and encourage the creation of a proclamation only when a proclamation will encourage public awareness or provide recognition for events, issues or, on occasion, people deemed to be of interest, benefit, or significance to most residents of South Bay; and

WHEREAS, to encourage consistency in procedure, the City Commission of the City of South Bay desires to implement a policy regarding issuance of proclamations as set forth in Exhibit "A."

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

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

Section 2. Adoption of Policy. The City Commission of the City of South Bay hereby adopts a proclamation policy and procedures as set forth in Exhibit "A" hereto.

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

PASSED and ADOPTED this 5th day of August 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

“EXHIBIT A”



CITY OF SOUTH BAY

PROCLAMATION POLICY

PURPOSE:

The City of South Bay receives requests to officially proclaim a specific day, week, or month to honor a particular cause or person of significance. The City Commission recognizes that an official proclamation issued by the City Commission can promote and enhance the credibility of a cause and affirm support for causes that benefit the City of South Bay, its community, and its residents. The purpose of this policy is to provide a vehicle for how the proclamation process should be utilized. The policy is intended to provide guidance and encourage the creation of a proclamation only when a proclamation will encourage public awareness or provide recognition for events, issues or, on occasion, people deemed to be of interest, benefit, or significance to most residents of South Bay.

POLICY REQUIREMENTS AND CRITERIA:

Proclamations are strictly ceremonial. They are not legally binding and should not be interpreted as an endorsement by the City Commission. A request for a proclamation should be received by the City Clerk at least four (4) weeks prior to the date that the proclamation is needed. Requests that not received sooner may be rejected by the City Clerk.

Due to the ceremonial nature of proclamations, all timely submitted requests shall be reviewed on a case-by-case basis by the Mayor. Issuance is subject to the discretion of the mayor based on the guidelines set forth in this policy. The City Clerk reserves the right to edit any draft language that does not change the general intent of the proclamation.

Criteria for a proclamation request?

- Proclamations must hold City significance or serve an educational purpose for a significant number of South Bay citizens.
- The City shall not incur any expenses related to a proclamation.
- Proclamations are issued to honor and celebrate events, recognize achievements or increase public awareness of noteworthy causes.
- Proclamations may recognize a day, week, or month.
- Proclamations for the benefit of specific not-for-profit organizations, businesses, or individuals tied to no significant event will not be issued.
- Except for extraordinary circumstances, such as a 100th birthday or 75th anniversary, proclamations for anniversaries, weddings, birthdays, or retirements will generally not be issued.
- A request for a proclamation is a one-time request and is not automatically renewable.
- Multiple requests from the same organization will not be honored during the same calendar year.
- Requests similar to proclamations that have already been issued will be denied.

Who can make a proclamation request?

A City Commission member or member of the public may request a proclamation by emailing that request to the City Clerk at Sbcityclerk@southbaycity.com. Requests may also be submitted through the City's online portal. The requestor is responsible for providing all background information for development of the proclamation.



CITY OF SOUTH BAY

Proclamation Information

Required fields are marked by an asterisk (*).

*Name: _____

*Phone (day): _____

Phone (evening/cell): _____

Address: _____

Email Address: _____

Unless advised otherwise, all contact regarding this request will be to the above listed person.

*Title of Proclamation: _____

*Date Proclamation is needed: _____

*Purpose of the Proclamation (draft language and/or background of the person, event or organization).

Additional pages should be attached if needed:

INTERNAL USE ONLY. DO NOT WRITE BELOW THIS LINE.

Approved

Not Approved

Approved By: _____

Date Request Received: _____ Date to be Introduced: _____

Presentation: _____

Please forward completed form to the City Clerk Office
City of South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Phone:561-996-6751 Ext.119

RESOLUTION NO. 38-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A SAFE AND ACCESSIBLE PEDESTRIAN SIGNAL CROSSING ALTERNATIVE AT THE INTERSECTION OF U.S. HIGHWAY 27 (US-27) AND STATE ROAD 80 (SR-80); URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PRIORITIZE DESIGN AND INSTALLATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the intersections of US-27 and SR-80, and US-27 and SW 2nd Street are heavily trafficked and serve as key corridors for motorists and pedestrians traveling through the City of South Bay (“City”); and

WHEREAS, these intersections currently lack sufficient pedestrian infrastructure to ensure the safety and accessibility of residents, including students, elderly individuals, and persons with disabilities; and

WHEREAS, community residents have raised concerns regarding the dangers of crossing these intersections without signalized pedestrian protections; and

WHEREAS, the City seeks to proactively address pedestrian safety and reduce the risk of accidents or fatalities at these locations; and

WHEREAS, the City finds that the installation of pedestrian signal crossing alternatives, including but not limited to signalized crosswalks, pedestrian hybrid beacons (HAWK signals), or other FDOT-approved treatments, is necessary and appropriate; and

WHEREAS, the City desires to collaborate with the Florida Department of Transportation (FDOT) to assess existing conditions and determine feasible options for improving pedestrian safety at both intersections; and

WHEREAS, further, the City supports the implementation of a safe and accessible pedestrian signal crossing alternative at the intersection of U.S. Highway 27 (US-27) and State Road 80 (SR-80) and urges the Florida Department of Transportation (FDOT) to prioritize design and installation of same

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

Section 1. The City of South Bay respectfully requests that the Florida Department of Transportation (FDOT) conduct a site evaluation of the intersections at US-27 and SR-80 and US-27 and SW 2nd Street for the purpose of determining the feasibility of installing pedestrian signal crossing alternatives.

Section 2. The City supports the implementation of any FDOT-recommended pedestrian safety improvements and commits to partnering in future planning efforts. The City further supports the implementation of a safe and accessible pedestrian signal crossing alternative at the intersection of U.S. Highway 27 (US-27) and State Road 80 (SR-80) and urges the Florida Department of Transportation (FDOT) to prioritize design and installation of same

Section 3. The City Manager is hereby authorized to transmit this resolution to FDOT District Four and coordinate any meetings, assessments, or studies necessary to advance this initiative.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. If any section or portion of this resolution is held to be invalid, the remainder shall remain in full force and effect.

Section 6. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of August 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Second by: _____

VOTE:

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



US 27

Connector Study, SR-80 Intersection Updates and Pedestrian Crossing Alternatives South Bay City Council Special Meeting

November 19, 2024

Ron Kareiva, P.E. - Concept Development Supervisor

Geysa Y. Sosa, P.E. - Project Development Manager



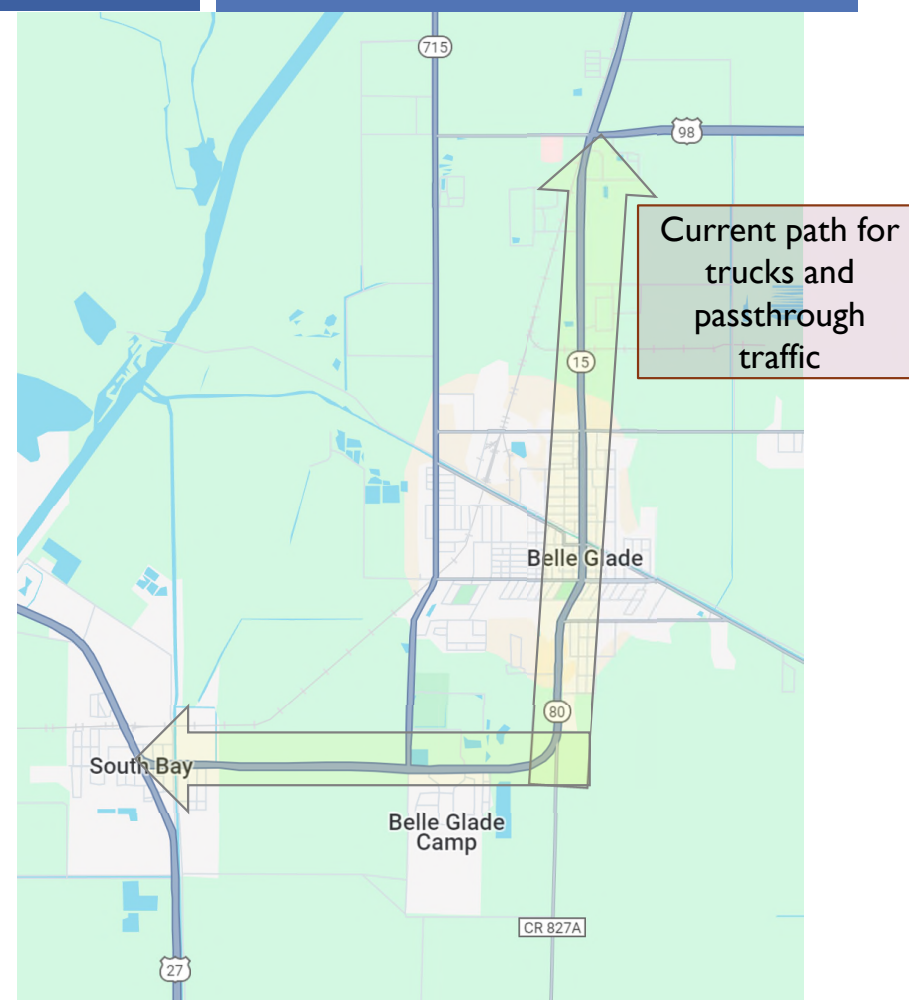
Agenda

- US-27 Connector Study
- SR-80 at US-27 Intersection Study Update
- US-27 at NW 2nd Street Pedestrian Crossing Update

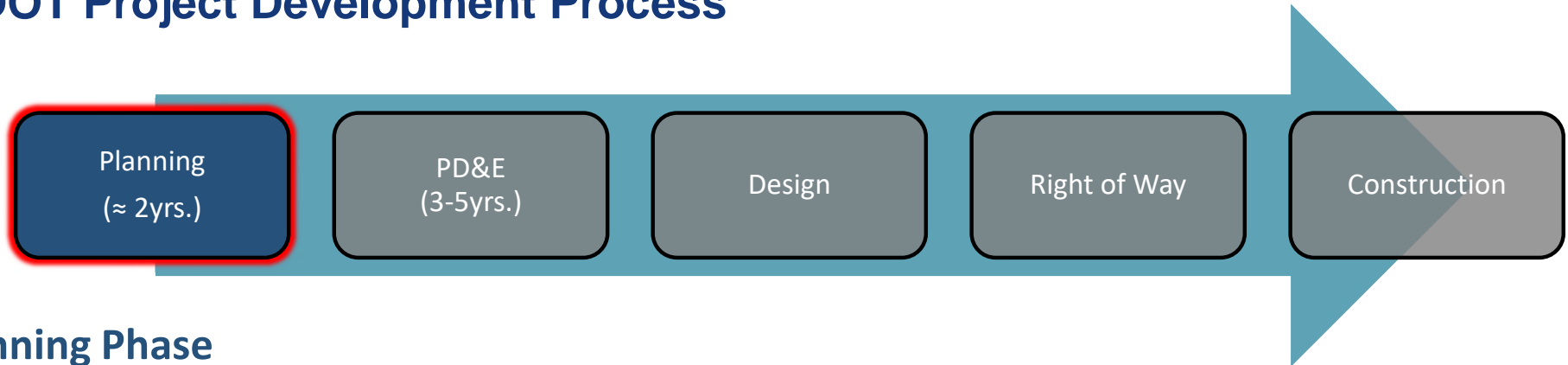
US-27 Connector Study

Background

- Prior Studies identified need for alternative corridor in Glades area. Numerous alternative alignment concepts
- Future industrial site – land use, future truck demand
 - May or may not proceed as previously planned
- New road in 2045 Palm Beach Transportation Planning Agency (TPA) Long Range Plan



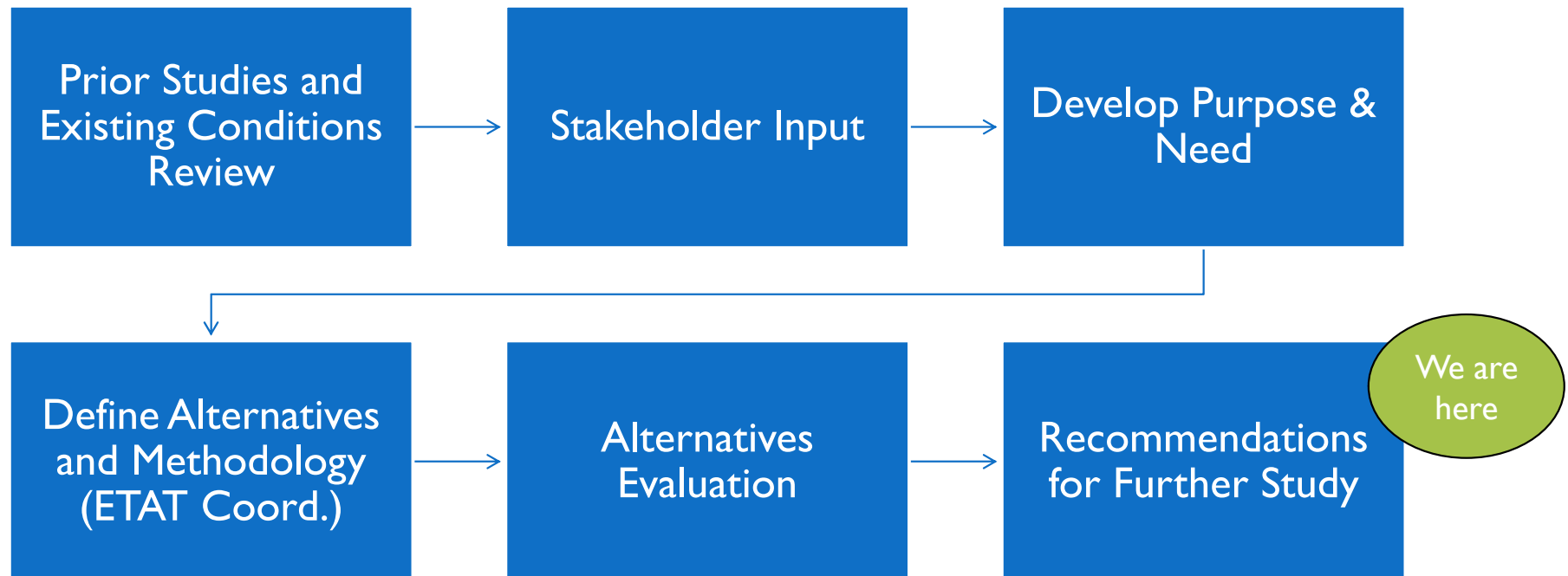
FDOT Project Development Process



□ Planning Phase

- Identify short term and long-term needs for a 20-year horizon
- Develop preliminary design concepts, cost estimates, and identify potential impacts for further study
- Identify course of action and project programming

Alternative Corridor Evaluation Process (Planning Phase)





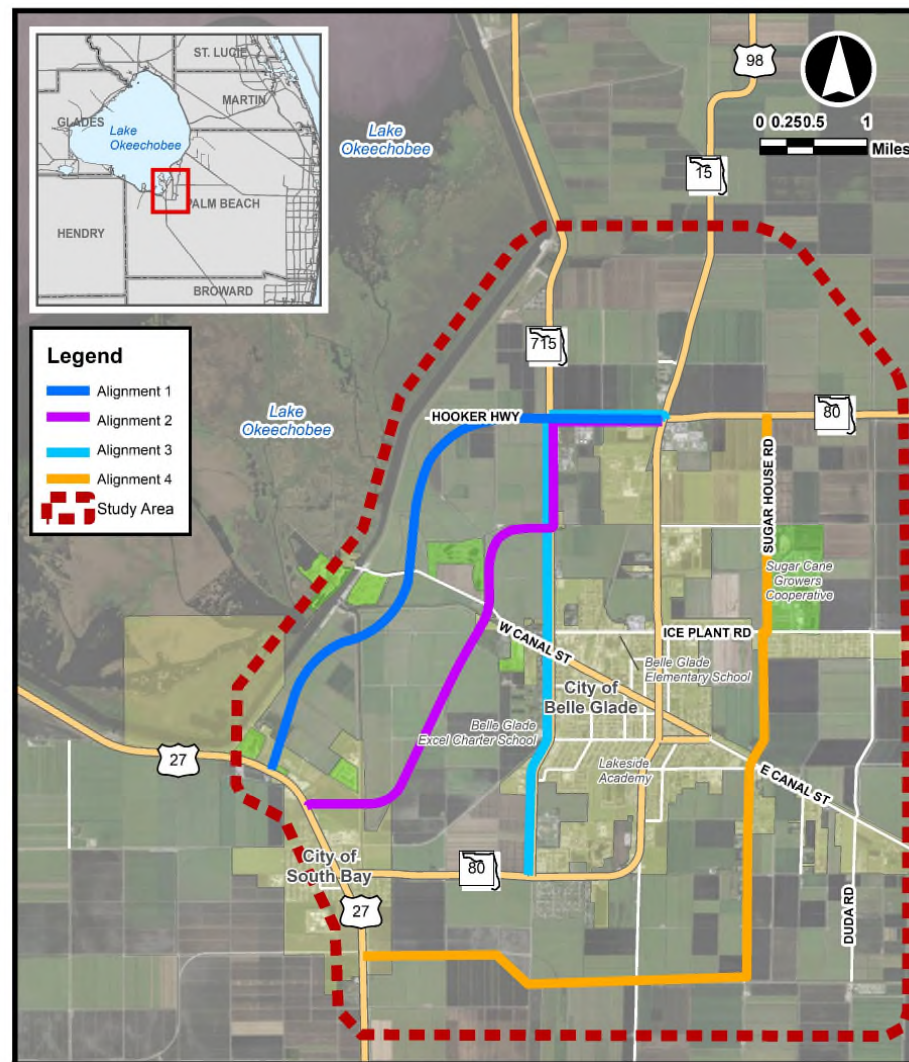
Previous Stakeholder Engagement

- Stakeholder meetings, input
- State, county, local, and private stakeholders
- We learned:
 - Safety primary concern
 - Industrial site plans uncertain
 - System linkage beneficial
 - Economic development, employment needs
 - Additional Community Outreach Desired

Item	Description	Dates
Stakeholder Meetings	Stakeholder meetings were held to provide an opportunity for input into the project's purpose and need and on the initial corridors. Meetings included representatives from: <ul style="list-style-type: none"> • Florida Crystals • Florida Fruit & Vegetables Growers Association • Sugar Cane Growers Cooperative • Lake Okee Regional Economic Alliance 	4/23/21 4/26/21 7/12/21 8/13/24
Elected Officials	Presented project background to: Palm Beach County District 6 Commissioner Melissa McKinlay Palm Beach TPA Meeting Palm Beach County District 6 Commissioner Sara Baxter and Belle Glade Mayor Steve Wilson Belle Glade Community Townhall	7/27/21 6/20/24 8/13/24 10/23/2024
Agency Meetings	Provided project background, objectives and schedule and an opportunity for input into the project's purpose and need and on the initial corridors with partner and stakeholder agencies. Meetings included representatives from: <ul style="list-style-type: none"> • Cities of Belle Glade and South Bay • Belle Glade Chamber of Commerce • Palm Beach County Planning, Traffic and Resilience offices • Palm Beach Transportation Planning Agency • Business Development Board of Palm Beach County 	4/26/21 5/11/21 7/16/21 8/9/21 8/11/21 8/13/21
ETDM Comments	ETAT review team comments received regarding the anticipated degree of effect for the preliminary corridors on each ETDM issue.	9/2/2022

ACE Study

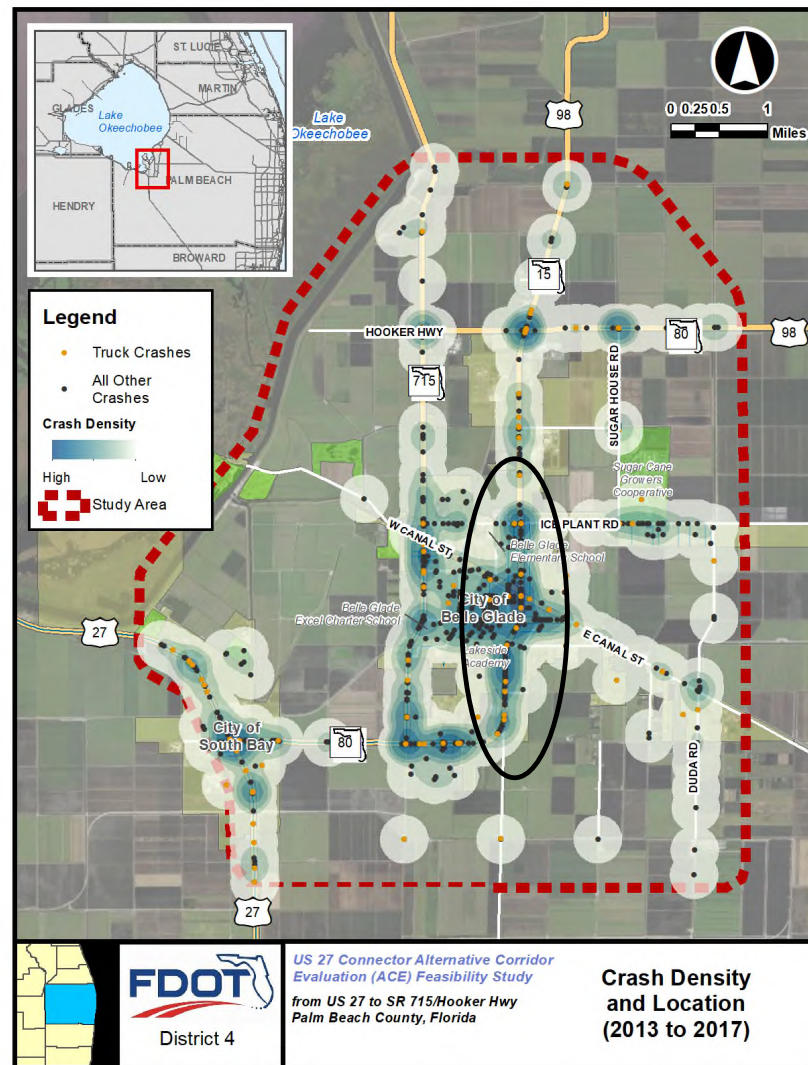
- Four alignments identified for evaluation
- 3 alternatives include new roadway alignments
 - 2 options to the west of Belle Glade
 - 1 option to the east of Belle Glade
- **Alternative 3** represents widening (only) existing SR 715 roadway



Truck Traffic Impact

2045 Daily Truck Volume on High-Crash Area of Belle Glade on SR-80

- No-build daily truck volume: 2,310
- Alternative 1: 1,290 (44% decrease)
- Alternative 2: 965 (**58% decrease**)
- Alternative 3: 1,280 (45% decrease)
- Alternative 4: 1,330 (42% decrease)

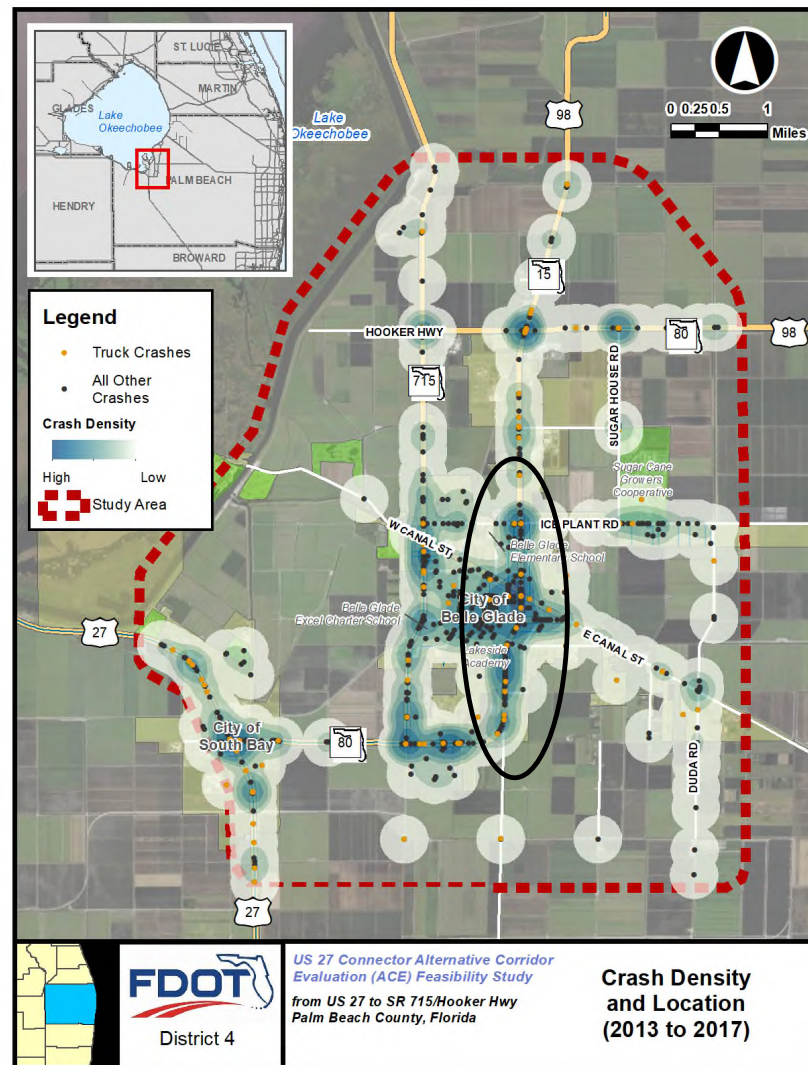


Total Traffic Impact

2045 Daily Total Volume on High-Crash Area of Belle Glade on SR-80

- No-build daily total volume: 19,865
- Alternative 1: 10,800 (46% decrease)
- Alternative 2: 8,261 (**58% decrease**)
- Alternative 3: 10,480 (47% decrease)
- Alternative 4: 11,240 (43% decrease)

Lower volumes may allow for other safety measures, such as complete streets initiatives, without pushing facility over capacity.





Alternatives Evaluation Results

Evaluation Measures:	Alternatives:			
	1	2	3	4
Environmental/Social Impact	Moderate (2.0)	Moderate (2.5)	Moderate (2.5)	Moderate (2.0)
Socio-economic	2	2	3	2
Cultural	2	2	2	2
Natural	2	3	3	3
Physical	2	3	2	2
Engineering Considerations:	Higher (1.0)	Higher (1.5)	Moderate (2.5)	Higher (1.5)
Safety Impact	2	2	1	1
Utility Conflicts	1	2	3	1
ROW Needs	1	1	2	1
Drainage/Resilience	1	1	3	3
Design Considerations	1	1	3	1
Cost Considerations	High Cost (1.0)	High Cost (1.0)	Moderate Cost (2.0)	High Cost (1.0)
Stakeholder Support	Higher (3.0)	Higher (3.0)	Moderate (2.0)	Moderate (2.0)
Score Sum (without Stakeholder score)	7.0 (5.0)	8.0 (5.0)	9.0 (7.0)	6.5 (4.5)



Recommendations:

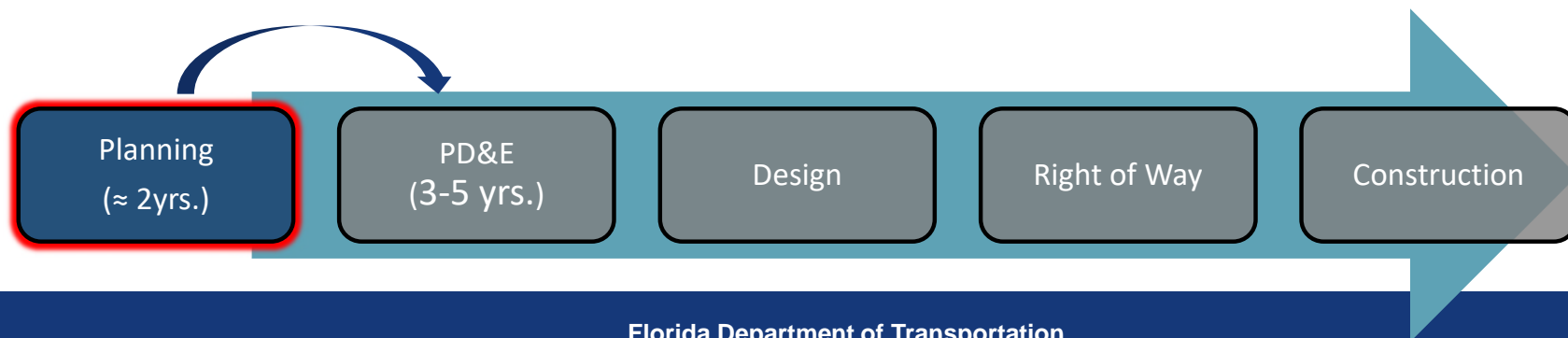
- Alternatives 2 & 3 are leading alternatives, but other alternatives scored closely.
- No alternative should be eliminated outright from further study. No “fatal flaws.”
- Therefore, all four alternatives are recommended for PD&E study.

Summary:

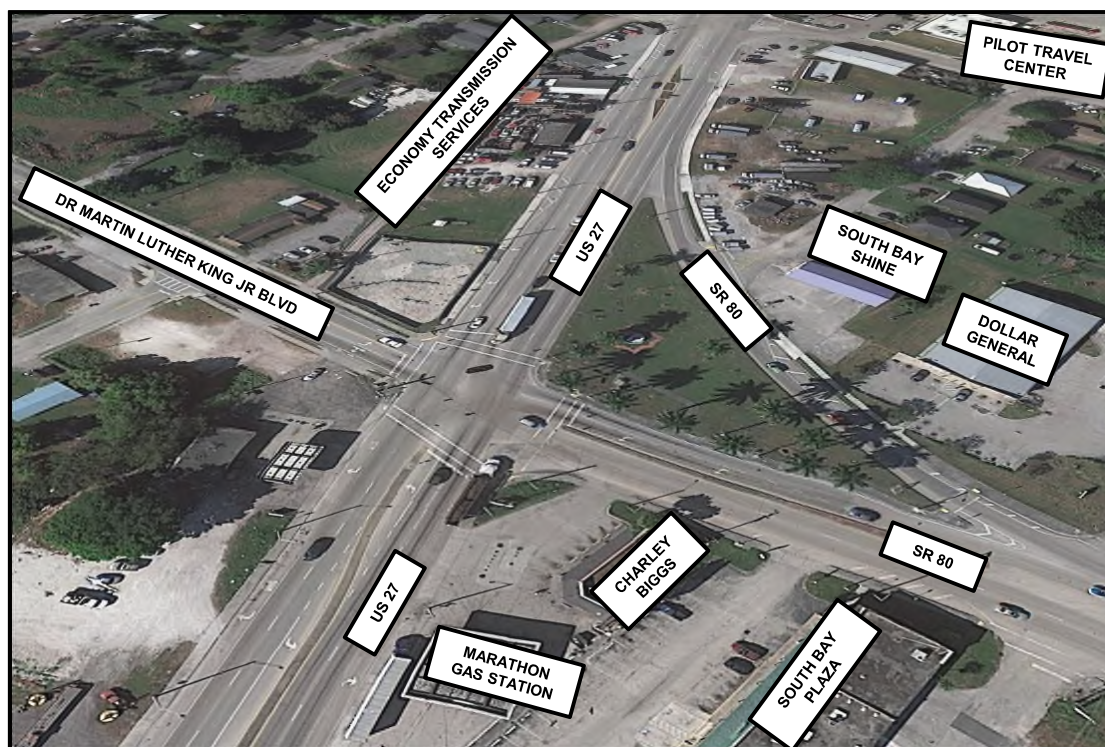
- Alternatives 1 & 2 are high cost, provide highest benefits, (& have unique design challenges)
- Alternative 3 represents lowest cost alternative with some benefits (*no new road*)
- Alternative 4 is highest cost alternative with some benefits (*including new road, system linkage*)

Next Steps

- Conduct Additional Public Involvement Activities
 - Residents and Commuter Survey
 - Targeted mailout to residents with online or paper hardcopy option
 - Estimated four-month timeline
- Final ACE Report
 - Incorporate input from TPA, local stakeholders, and the public
- PD&E Study
 - Palm Beach TPA Priority 18-3
 - Funded in the Draft Tentative Work Program to begin in Fiscal Year 2030

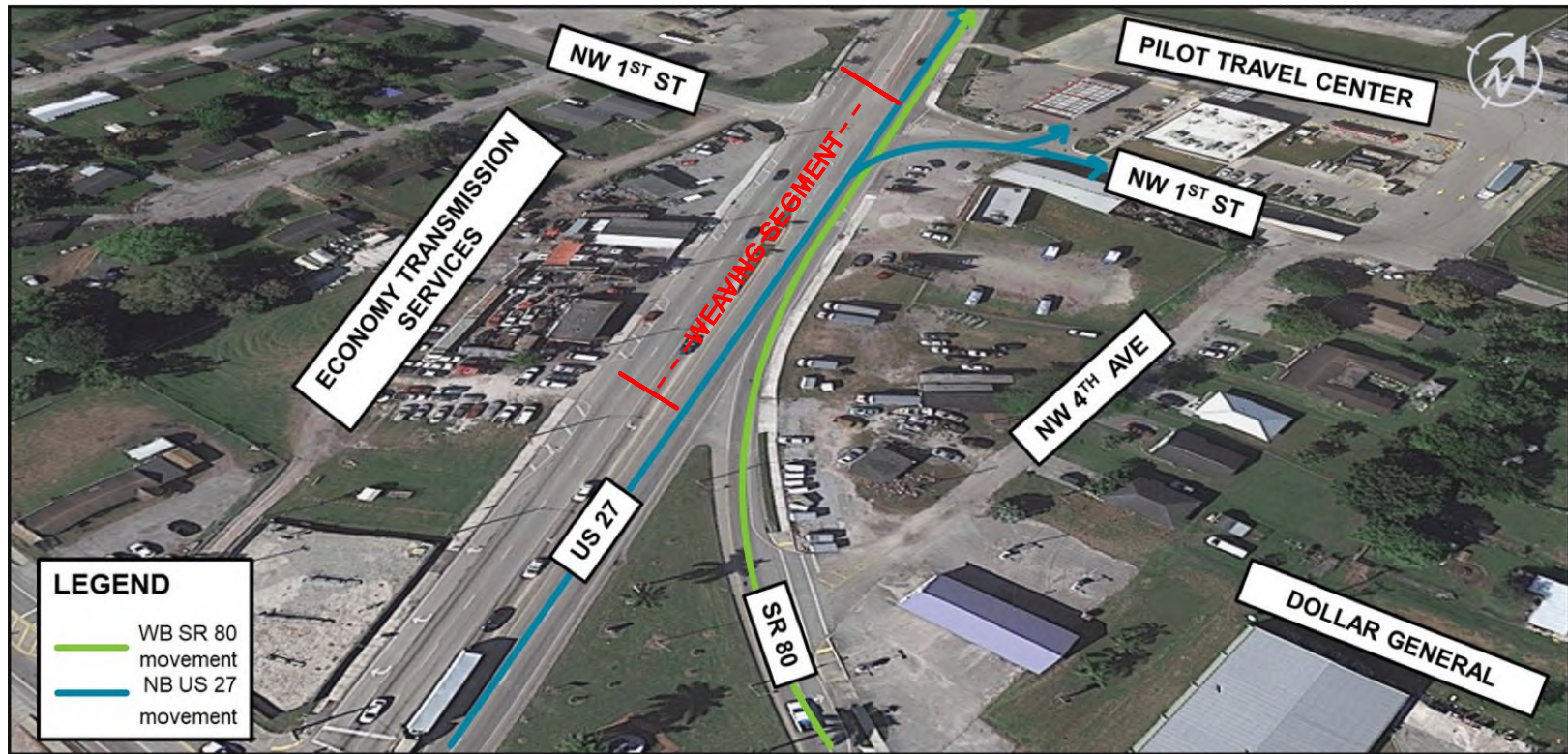


US 27 and SR-80 Intersection Study Update



Background

- Concerns communicated from City of South Bay Elected Officials
- Vehicles crossing between lanes at the same time (weaving) to merge to US 27 or access Travel Center
- Causing operational and potential safety issues



Study Timeline

September
2024

Project Initiation

- Define the project
- Establish objectives
- Meet with stakeholders

October
2024

Data Collection

- Collect traffic and safety data
- Existing conditions assessment

December
2024

Evaluating Concepts

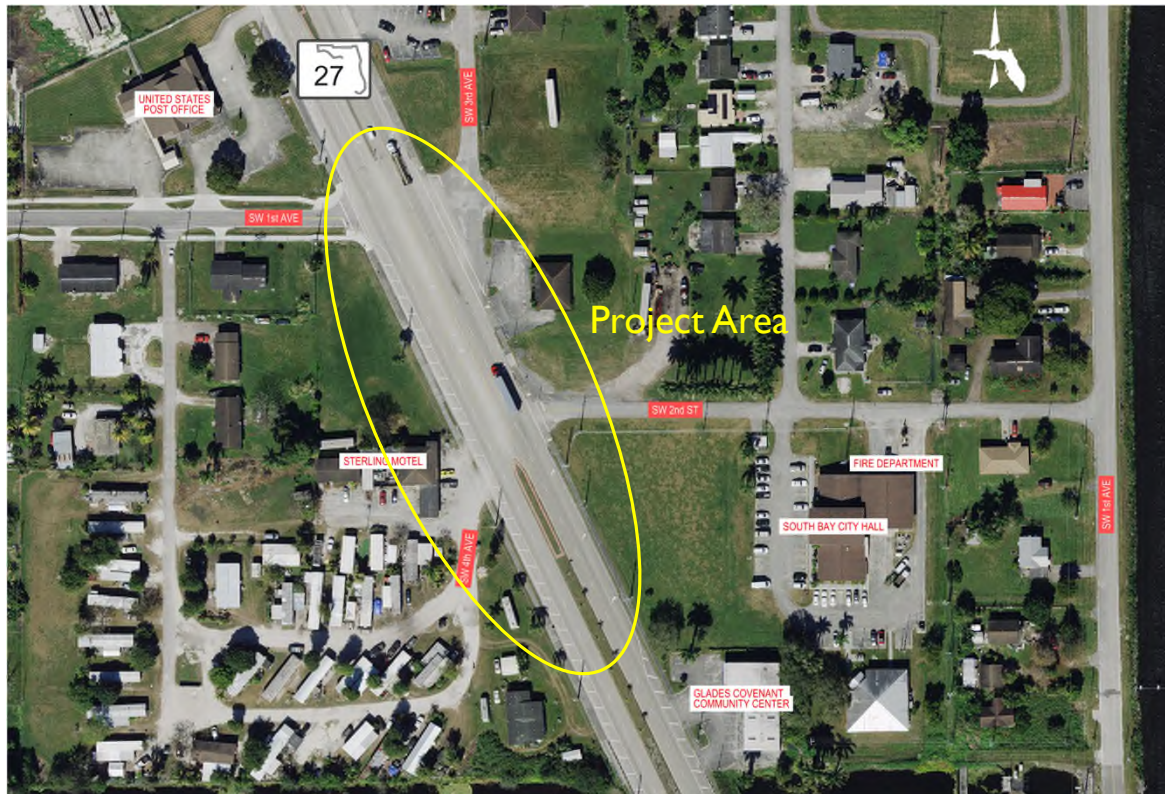
- Traffic operations and capacity analysis
- Crash data analysis
- Develop design concepts

February
2025

Recommendations

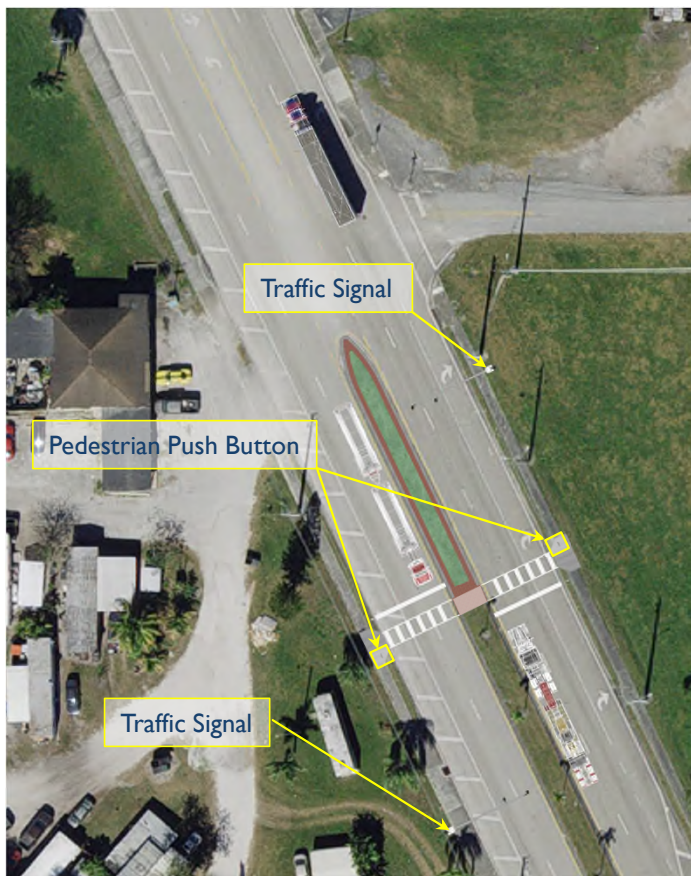
- Construction Cost Estimate
- Benefit/Cost analysis
- Finalize recommendations and present to City of South Bay

US-27 at SW 2nd St Pedestrian Crossing

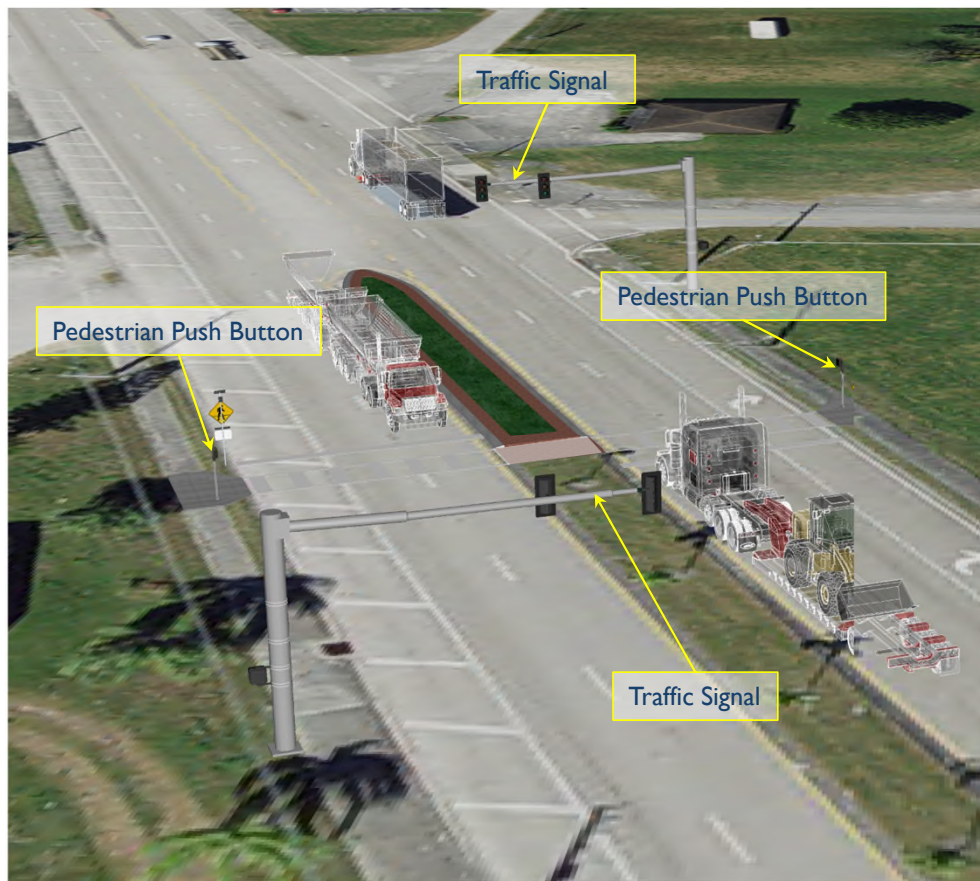


Location Map – Aerial Plan View

Pedestrian Signal Crossing Alternative



Plan View



Aerial View



Pedestrian Bridge Alternative – Plan View



Pedestrian Bridge Alternative – Street View



Construction Cost Estimate Summary

Total Project Cost	Construction Cost	Annual Maintenance Cost
Pedestrian Bridge Alternative	\$ 4,879,000	Approximately \$212,142 (Local Municipality Maintains)
Pedestrian Signal Crossing Alternative	\$ 350,000	\$ 10,000 (Palm Beach County Maintains)

COMPLETION TIMEFRAME:

- **Pedestrian Bridge Alternative:**
 FDOT will program Design Phase in the next 5th Fiscal Year (2031) if Palm Beach TPA Prioritizes Right-of-Way (ROW) acquisition – 2-year process
 Construction phase begins after right-of-way acquisition is complete. Estimated duration 1-2 years.
Approximate timeframe for final construction complete is approximately 9-10 years
- **Pedestrian Signal Crossing Alternative:**
 Verification of no additional Right-of-Way is needed
 Utility Coordination
Approximate timeframe for final construction complete is approximately 6 months to 1 year



RESOLUTION 39-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE TWENTIETH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM CONSISTENT WITH THE TERMS, ATTACHED HERETO EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida ("Sheriff") executed a Law Enforcement Service Agreement effective December 1, 2005; and

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 1, 2005, a First Addendum effective October 1, 2007, a Second Addendum effective October 1, 2008, a Third Addendum effective October 1, 2009, a Fourth Addendum effective October 1, 2010, a Fifth Addendum effective October 1, 2010, a Sixth Addendum effective October 1, 2011, a Seventh Addendum effective October 1, 2012, an Eighth Addendum effective October 1, 2013, a Ninth Addendum effective October 1, 2014, a Tenth Addendum effective October 1, 2016, an Eleventh Addendum effective October 1, 2017, a Twelfth Addendum effective October 1, 2018, a Thirteenth Addendum effective October 1, 2019, a Fourteenth Addendum effective November 12, 2019, a Fifteenth Addendum effective October 1, 2020 and a Sixteenth Addendum effective July 20, 2021, and a Seventeenth Addendum effective October 1, 2022 and a Eighteenth Addendum effective October 1, 2023, and a Nineteenth Addendum effective October 1, 2024, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, in accordance with Article 12, Section 12.2, of the Law Enforcement Service Agreement, this Agreement is renewed for additional five (5) year term commencing October 1, 2025 and ending September 30, 2030, unless the Agreement is otherwise extended or terminated; and

WHEREAS, in accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 1, 2025 through September 30, 2026, as follows: The total cost

of personnel and equipment shall be Two Hundred Fifty-One Thousand Nine Hundred Sixty-Six Dollars (\$251,966.00). Monthly payments shall be Twenty Thousand Nine Hundred Ninety-Seven Dollars and Seventeen Cents (\$20,997.17). The last monthly payment shall be Twenty Thousand Nine Hundred Ninety-Seven Dollars and Thirteen Cents (\$20,997.13); and

WHEREAS, the historical FY payments for recent years related to the agreement have been as follows: a) for FY 2023-2024 an annual payment of \$230,606 with a monthly payment of \$19,217; b) for FY 2024-2024 an annual payment of \$244,627 with a monthly payment of \$20,385.00; and for FY 2025-2026 an annual payment of \$251,621 with a monthly payment of \$20,997.00; and

WHEREAS, the City Manager is recommending approval of the Sheriff's requested law enforcement services agreement.

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. Acceptance of Twentieth Addendum; Authorization of City Manager. The City Commission of the City of South Bay hereby accepts the Twentieth Addendum to the Law Enforcement Service Agreement between the City of South Bay and Ric L. Bradshaw, sheriff of Palm Beach County, Florida and authorizes the City Manager to execute the Addendum consistent with the terms, attached hereto as Exhibit "A."

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

PASSED and ADOPTED this 5th day of August 2025

Joe Kyles, Mayor

ATTEST:

By: _____

Vicenta Washington, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

TWENTIETH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Twentieth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, a Twelfth Addendum effective October 01, 2018, a Thirteenth Addendum effective October 01, 2019, a Fourteenth Addendum effective November 12, 2019, a Fifteenth Addendum effective October 01, 2020, a Sixteenth Addendum effective October 01, 2021, a Seventeenth Addendum effective October 01, 2022, an Eighteenth Addendum effective October 01, 2023, and a Nineteenth Addendum effective October 01, 2024, (the “Agreement”) by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew the contract, set forth the consideration for the first year of the renewed contract term and amend language for additional law enforcement services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional five (5) year term commencing October 01, 2025 and ending September 30, 2030, unless the Agreement is otherwise extended or terminated.
2. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2025 through September 30, 2026, as follows: The total cost of personnel and equipment shall be \$251,966.00. Monthly payments shall be \$20,997.17. The final payment shall be \$20,997.13.
3. Article 6, Section 6.4, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows: Additional law enforcement services shall be compensated at a rate of \$132.00 per hour for a deputy and \$172.00 per hour for a sergeant and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF.

4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: Joe Kyles

Title: Mayor

Witness: _____
Tristram R. Moore, Major

Witness: _____
Vicky Washington, City Clerk

DATE: _____

DATE: _____

ORDINANCE NO. 04-2025

AN ORDINANCE AMENDING ARTICLE XIX ENTITLED "LANDSCAPING REQUIREMENTS" TO APPENDIX "A" OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ZONING"; SPECIFICALLY CREATING NEW DIVISION 3. ENTITLED "LANDSCAPE IRRIGATION"; CREATING NEW SECTION 19.22 ENTITLED "WATER CONSERVATION FOR LANDSCAPE IRRIGATION"; PROVIDING FOR INTENT AND PURPOSE; DEFINITIONS; APPLICABILITY; YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES; EXCEPTIONS; VARIANCES AND PENALTIES; REPEALING ORDINANCE 01-2021; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the South Florida Water Management District (District) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101 (14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C., unless indicated otherwise therein; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water

shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, it is the desire of the City Commission of the City of South Bay to implement and adopt measures consistent with Rules 40E-24.201 and 40E-24.301, F.A.C. of the South Florida Water Management District.

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 Article XIX, entitled "Landscaping Requirements" to Appendix "A" of the City of South Bay's Code of Ordinances entitled "Zoning", specifically creating new Division 3 entitled "Landscape Irrigation" Requirements", by creating Division 3. Entitled "Landscape Irrigation" creating new Section 19.22 entitled "Water Conservation for Landscape Irrigation" to read as follows:

Division 3. - Landscape Irrigation.

Section 19.22 - Water Conservation for Landscape Irrigation.

A. INTENT AND PURPOSE

It is the intent and purpose of this Code to establish a regulatory framework which will protect the water resources of the City of South Bay and to implement procedures to promote water conservation through the efficient use of landscape irrigation by assisting the South Florida Water Management District in the implementation of its mandatory year-round landscape irrigation conservation measures pursuant to Chapter 40E-24, Florida Administrative Code. This Code will increase water use efficiency; prevent and curtail wasteful irrigation practices by providing mandatory landscape irrigation

conservation measures; and prohibit the operation of irrigation systems in a manner causing water to be wasted.

B. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- (1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even-numbered."
- (2) "Agriculture" means the growing of farm products including, but not limited to, sugar cane, vegetables, citrus and other fruits, pasture land, sod or nursery stock including, but not limited to, ornamental foliage and greenhouse plants.
- (3) "Athletic Play Area" means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn bowling fields, and rodeo, equestrian and livestock arenas.
- (4) "Code Enforcement" means any authorized agent or employee of the County whose duty is to ensure compliance with the provisions of this Ordinance. including, but not limited to, law enforcement code inspectors and designated employees of the County.
- (5) Consumptive Use Permit" (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.
- (6) "District" means the South Florida Water Management District, a government entity created under Chapter 373, F.S.

- (7) "Even Numbered Address" means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A- M.
- (8) "Existing landscaping" means any landscaping which has been planted and in the ground for more than ninety (90) days.
- (9) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (10) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (11) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (12) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.
- (13) "Micro-irrigation" means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray and subsurface irrigation.
- (14) "New landscaping" means any landscaping which has been planted in the ground for ninety (90) days or less.
- (15) "Odd Numbered Address" means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.

- (16) "Reclaimed Water" means wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.
- (17) "User" means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.
- (18) "Wasteful and Unnecessary" means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
- (19) "Water Resource" means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- (20) "Water Shortage" means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.
- (21) "Water Shortage Emergency" means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

C. APPLICABILITY

The provisions of this Ordinance shall apply to each user providing landscape

irrigation from all water resources within the boundaries of the City of South Bay with the following exceptions:

- (a) The use of reclaimed water, which may or may not be supplemented from another source;
- (b) Irrigation at agricultural and nursery operations; and
- (c) Irrigation of athletic play areas.

D. YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES

The City of South Bay adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

- (24) The year-round landscape irrigation conservation measures contained in this Ordinance are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
- (25) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Ordinance which affect each particular water use.
- (26) In addition to the specific conservation measures, all wasteful and unnecessary water use, as defined herein, is prohibited.
- (27) The following requirements shall apply to all users, unless specified herein:
 - (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
 - (b) Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even numbered addresses, as defined in Section 2(5), installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall

have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Tuesday, Thursday and/ or Sunday.

11. Odd numbered addresses, shall have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Monday, Wednesday and Saturday.

(c) Irrigation of new landscaping shall comply with the following provisions:

- i. New landscaping may be irrigated once on the day it is installed without regard to the normally allowable watering days and times. Irrigation of the soil immediately prior to the installation of the New Landscaping is allowed without regard to the normally allowable watering days and times.
- ii. A ninety (90) day establishment period begins on the day the New Landscaping is installed. The New Landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
- iii. Irrigation of New Landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and Sunday.
- iv. Irrigation of New Landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/ or Saturday.
- v. Irrigation of New Landscaping is limited to areas only containing the New Landscaping only. An entire zone of an irrigation system shall only be utilized for Landscape Irrigation under this Subsection if the zone contains at least 50% New Landscaping. If a zone contains less than 50% New Landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 2(10), or any appropriate method which isolates and waters only the New Landscaping.

- (28) Any water shortage, declared pursuant to Chapter 40E-21, F.A.C., which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.
- (29) Any User who purchases and installs an automatic Landscape Irrigation system must properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of moisture in accordance with Section 373.62. F.S.

E. EXCEPTIONS

Landscaped Irrigation scheduling shall be subjected to the following exceptions in accordance with Rule 40E-24.201, F.A.C.:

- (30) Landscape irrigation systems may be operated during restricted days and/ or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape Irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (31) Landscape Irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Subsection 4(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering- in activity.
- (32) Any plant material may be watered using Low Volume Irrigation, as defined in Section 2(11), Micro-irrigation, as defined in Section 2(12), Low Volume hand watering method, rain barrels, cisterns, or other similar rain- harvesting devices without regard to the watering days or times allowed pursuant to this Section Ordinance.

F. VARIANCES

- (33) A variance from the specific day or days identified in Subsection 4(4)(6) may be granted by the City of South Bay if strict application of the restrictions would lead to unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this Ordinance.
- (34) The City of South Bay recognizes all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.
- (35) In the absence of a declaration of water shortage or water shortage emergency within all or any part of the City of South Bay by the District's Governing Board or Executive Director, the listed landscape irrigation restrictions shall be subject to enforcement action. Any violation of the provisions of Section 4 and 5 shall be a violation of this Section.
- (36) The City of South Bay authorizes law enforcement officials having jurisdiction in the area governed by this Ordinance, to enforce the provisions of this Ordinance. In addition, the City Manager may delegate this Ordinance's enforcement responsibility to agencies and departments within the City of South Bay government.

G. PENALTIES

Violations of any provision of this Ordinance may be punished pursuant to Section 162.21, F.S., as amended, as a civil infraction as set forth in the code

enforcement citation ordinance of City of South Bay, Ordinance No. 01-2021 be amended from time to time.

OR

- (37) Violation of any provision of this Ordinance shall be subject to the following penalties:
- (a) For a first violation, a written warning/fine not to exceed \$0.00.
 - (b) For a second violation, a fine not to exceed 100.00.
 - (c) For subsequent violations, a fine not to exceed \$500.00.
- (38) Each day in violation of this Ordinance shall constitute a separate offense. Law enforcement officials and others as delegated may provide violators with no more than one (1) written warning. In addition to the civil penalties provided, the City of South Bay may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of this article.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed, including Ordinance 01-2021 of the City of South Bay's Code of Ordinances.

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 final passage and adoption.

PASSED AND ADOPTED on first reading the ___ day of _____ 2025.

PASSED AND ADOPTED on second reading the ___ day of _____ 2025.

Joe Kyles, Mayor

ATTEST:

Vicenta Washington, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

ORDINANCE NO. 01-2021

AN ORDINANCE AMENDING ARTICLE XIX, APPENDIX A - ZONING OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "LANDSCAPING REQUIREMENTS", BY CREATING NEW DIVISION 3. ENTITLED "LANDSCAPE IRRIGATION" AND SECTION 19.22 ENTITLED "WATER CONSERVATION FOR LANDSCAPE IRRIGATION", FOR THE PURPOSE OF IMPLEMENTING YEAR-ROUND LANDSCAPE IRRIGATION MEASURES IMPOSED BY PALM BEACH COUNTY ORDINANCE CHAPTER 27 ARTICLE VI; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the South Florida Water Management District (District) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, Palm Beach County has adopted year-round and permanent landscape irrigation restrictions promulgated by the District through Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, it is the desire of the City Commission of the City of South Bay to implement and adopt measures imposed by Palm Beach County in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C. of the South Florida Water Management District.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Article XIX., Chapter 27, "Landscaping Requirements", by creating Division 3. Entitled "Landscape Irrigation" and Section 19.22 entitled "Water Conservation for Landscape Irrigation" to read as follows:

Division 3. - Landscape Irrigation.

Section 19.22 - Water Conservation for Landscape Irrigation.

A. INTENT AND PURPOSE

It is the intent and purpose of this Code to establish a regulatory framework which will protect the water resources of the City of South Bay and to implement procedures to promote water conservation through the efficient use of landscape irrigation by assisting Palm Beach County in the implementation of its mandatory year-round landscape irrigation conservation measures pursuant to Chapter 27 - Water, Sewers and Sewage Disposal, Article VI. - Water and Irrigation Conservation, Sections 27-111. through 27-117. ("Article VI."). The County's Article VI. - Water and Irrigation Conservation, is in substantial compliance with Rules 40E-24.201 and 40E-24.301, Florida Administrative Code. This Code will increase water use efficiency; prevent and curtail wasteful irrigation practices by providing mandatory landscape irrigation conservation measures; and prohibit the operation of irrigation systems in a manner causing water to be wasted.

B. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- (1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even-numbered."
- (2) "Athletic Play Area" means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo,

tennis, and lawn bowling fields, and rodeo, equestrian and livestock arenas.

- (3) "Consumptive Use Permit" (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.
- (4) "District" means the South Florida Water Management District, a government entity created under Chapter 373, F.S.
- (5) "Even Numbered Address" means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.
- (6) "Existing landscaping" means any landscaping which has been planted and in the ground for more than ninety (90) days.
- (7) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial and industrial establishments, public medians, and rights-of-way, except athletic play areas, as defined in Section 2(2).
- (8) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (9) "Law Enforcement Officials" means the City of South Bay Code Enforcement Department.
- (10) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (11) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

- (12) "Micro-irrigation" means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray and subsurface irrigation.
- (13) "New landscaping" means any landscaping which has been planted in the ground for ninety (90) days or less.
- (14) "Odd Numbered Address" means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.
- (15) "Reclaimed Water" means wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.
- (16) "User" means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.
- (17) "Wasteful and Unnecessary" means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
- (18) "Water Resource" means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- (19) "Water Shortage" means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a

temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.

- (20) "Water Shortage Emergency" means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

C. APPLICABILITY

The provisions of this Ordinance shall apply to each user, as defined in Section B.(16), providing landscape irrigation from all water resources within the boundaries of the City of South Bay with the following exceptions:

- (a) The use of reclaimed water, which may or may not be supplemented from another source;
- (b) Irrigation at agricultural and nursery operations; and
- (c) Irrigation of athletic play areas.

D. YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES

The City of South Bay adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

- (1) The year-round landscape irrigation conservation measures contained in this Ordinance are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
- (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Ordinance which affect each particular water use.
- (3) In addition to the specific conservation measures, all wasteful and unnecessary water use, as defined in Section 2(17), is prohibited.
- (4) The following requirements shall apply to all users, unless specified in Section 3 or Section 5.
 - (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.

- (b) Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even addresses, as defined in Section 2(5), installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday from 5:00 p.m. to 9:00 a.m.
 - ii. Odd addresses, as defined in Section 2(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday from 5:00 p.m. to 9:00 a.m.
- (c) Irrigation of new landscaping shall comply with the following provisions:
 - i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
 - iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 2(10), or any appropriate method which isolates and waters only the new landscaping.
- (5) Any water shortage, as defined in Section 2(19), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District

Governing Board or Executive Director orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

E. EXCEPTIONS

Landscaped and grass areas shall be irrigated consistent with the year-round landscape irrigation measures imposed by Palm Beach County, subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Subsection 4(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
- (3) Any plant material may be watered using low volume irrigation, as defined in Section 2(11), micro-irrigation, as defined in Section 2(12), low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this Section.

F. VARIANCES

- (1) A variance from the specific day or days identified in Subsection 4(4)(b) may be granted by the City of South Bay if strict application of the restrictions would lead to unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists,

is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.

- (2) The City of South Bay recognizes all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.

G. ENFORCEMENT

- (1) In the absence of a declaration of water shortage or water shortage emergency within all or any part of the City of South Bay by the District's Governing Board or Executive Director, the listed landscape irrigation restrictions shall be subject to enforcement action. Any violation of the provisions of Section 4 and 5 shall be a violation of this Section.
- (2) The City of South Bay authorizes law enforcement officials, as defined in Section 2(9), having jurisdiction in the area governed by this Ordinance, to enforce the provisions of this Ordinance. In addition, the City Manager may delegate this Ordinance's enforcement responsibility to agencies and departments within the City] of South Bay government.

H. PENALTIES

Violations of any provision of this Ordinance may be punished pursuant to Section 162.21, F.S., as amended, as a civil infraction as set forth in the code enforcement citation ordinance of City of South Bay, Ordinance No. _____, as may be amended from time to time.

OR

- (1) Violation of any provision of this Ordinance shall be subject to the following penalties:
 - (a) For a first violation, a [written warning/fine not to exceed \$____.00].
 - (b) For a second violation, a fine not to exceed \$____.00.
 - (c) For subsequent violations, a fine not to exceed \$500.00.
- (2) Each day in violation of this Ordinance shall constitute a separate offense. Law enforcement officials and others as delegated may provide violators with no more than one (1) written warning. In addition to the civil penalties provided, the City of South Bay may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of this article.

Section 3. Conflict & Repealer.

All Ordinances, parts of Ordinances or code provisions in conflict with this 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 final passage and adoption.

PASSED FIRST READING this 17th day of August 2021.

PASSED SECOND READING this 07th day of September 2021.



Joe Kyles, Mayor

ATTEST:



By: Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Burnadette Norris-Week, P.A.
City Attorney

Moved by: Commissioner Berry

Seconded by: Vice Mayor Barnard

VOTE:

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

AP Check Register Report

City Of South Bay (CSBFND)

7/9/2025 9:12:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17048	THE INSPIRATIONAL CH	THE INSPIRATIONAL CHURCH OF GOD	07/09/2025	75.00	
17049	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	07/09/2025	1,666.66	
17050	HCT	HARVEY, COVINGTON & THOMAS	07/09/2025	16,370.00	
17051	MARATHON/MEX BANK	WEX BANK	07/09/2025	2,590.35	
17052	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	07/09/2025	3,319.67	
17053	FPL	FPL	07/09/2025	7,296.40	
17054	AMAZON CAPITAL SERVIC	AMAZON CAPITAL SERVICES	07/09/2025	1,918.82	
				Non-Electronic Transactions:	33,236.90
				Total Transactions:	33,236.90

AP Check Register Report

City Of South Bay (CSBFND)

7/10/2025 11:50:39 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17055	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	07/10/2025	209.00	
17056	VICENTA DEL BOSQUEZ	VICENTA J. WASHINGTON	07/10/2025	232.18	
17057	1341	TAYLOR ELECTRIC AND AIR CONDITIONING	07/10/2025	155.00	
17058	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	07/10/2025	150.00	
17059	1364	DREW BEINHAKER, ESQUIRE	07/10/2025	202.90	
				Non-Electronic Transactions:	949.08
				Total Transactions:	949.08

AP Check Register Report
City Of South Bay (CSBFND)

7/17/2025 2:55:13 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17060	FEDERATION OF FAMILI	FEDERATION OF FAMILIES OF FLORIDA	07/17/2025	300.00	
				Non-Electronic Transactions:	300.00
				Total Transactions:	300.00

AP Check Register Report

City Of South Bay (CSBFND)

7/18/2025 10:32:23 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17061	CAP GOVERNMENT	CAP GOVERNMENT	07/18/2025	2,307.50	
17062	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	07/18/2025	1,500.00	
17063	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/18/2025	166.73	
17064	EVERGLADES TRADING	EVERGLADES TRADING	07/18/2025	158.00	
17065	FEDERAL EXPRESS	FEDERAL EXPRESS	07/18/2025	82.78	
17066	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS	07/18/2025	490.00	
17067	LAKE HARDWARE	LAKE HARDWARE	07/18/2025	70.85	
17068	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	07/18/2025	863.69	
17069	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	07/18/2025	3,000.00	
17070	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY, LLC	07/18/2025	490.50	
17071	WALMART (CAPITAL ONE	CAPITAL ONE	07/18/2025	725.26	
17072	XEROX CORP	XEROX CORPORATION	07/18/2025	286.12	
				Non-Electronic Transactions:	10,141.43
				Total Transactions:	10,141.43

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17073	1435	KAREN GRAY	07/18/2025	300.00	
17074	ANDRE L. HAMILTON	ANDRE L. HAMILTON	07/18/2025	1,375.00	
				Non-Electronic Transactions:	1,675.00
				Total Transactions:	1,675.00

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	Classification
17075	1004	RELIANT FIRE & SECURITY	07/24/2025	239.97	
17076	1408	VECTOR DISEASE CONTROL INTERNATIONAL	07/24/2025	225.03	
17077	1436	CALVINA THOMPSON	07/24/2025	150.00	
17078	BANK OF AMERICA, NA	BANK OF AMERICA	07/24/2025	667.41	
17079	DEPT OF ENVIRO	DEPARTMENT OF ENVIRONMENTAL PROTECTION	07/24/2025	300.00	
17080	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	07/24/2025	20,385.58	
17081	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT	07/24/2025	1,245.00	
17082	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	07/24/2025	1,300.00	
17083	VICENTA DEL BOSQUEZ	VICENTA J. WASHINGTON	07/24/2025	301.31	
				Non-Electronic Transactions:	24,814.30
				Total Transactions:	24,814.30

AP Check Register Report

City Of South Bay (CSBFND)

7/25/2025 10:53:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17084	1143	PPLSI	07/25/2025	34.90	
17085	1330	ASSURITY LIFE INSURANCE COMPANY	07/25/2025	744.97	
17086	1394	FLORIDA BLUE	07/25/2025	11,600.23	
17087	AFLAC	AFLAC	07/25/2025	1,521.62	
17088	COLONIAL LIFE PROCES	COLONIAL LIFE	07/25/2025	259.81	
17089	LIBERTY NATIONAL	LIBERTY NATIONAL	07/25/2025	284.94	
17090	MUTUAL OF OMAHA	MUTUAL OF OMAHA	07/25/2025	344.72	
17091	SOLSTICE BENEFITS IN	SOLSTICE	07/25/2025	557.11	
17092	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	07/25/2025	68.50	

Non-Electronic Transactions:	15,416.80
Total Transactions:	15,416.80

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

7/25/2025 12:05:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17093	THE INSPIRATIONAL CH	THE INSPIRATIONAL CHURCH OF GOD	07/25/2025	100.00	
17094	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	07/25/2025	100.00	
Totals:			Total Transactions:	200.00	

AP Check Register Report

City Of South Bay (CSBFND)

7/16/2025 8:51:53 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
332	1374	HUURR HOMES LLC	07/16/2025	376,503.32	
				Non-Electronic Transactions:	376,503.32
				Total Transactions:	376,503.32

AP Check Register Report
City Of South Bay (CSBFND)

7/18/2025 11:06:48 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
333	CAP GOVERNMENT	CAP GOVERNMENT	07/18/2025	462.50	
				Non-Electronic Transactions:	462.50
				Total Transactions:	462.50

AP Check Register Report
City Of South Bay (CSBFND)

7/24/2025 2:31:42 PM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
380	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/24/2025	41,244.72	
				Non-Electronic Transactions:	41,244.72
				Total Transactions:	41,244.72

AP Check Register Report
City Of South Bay (CSBFND)

7/23/2025 2:54:18 PM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-8960-725	COMCAST	COMCAST	07/23/2025	271.66	1-21177265783
Totals:			Electronic Transactions:		271.66
			Total Transactions:		271.66

AP Check Register Report

City Of South Bay (CSBFND)

7/29/2025 8:23:51 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-0696	1146	VERIZON CONNECT FLEET USA LLC	07/29/2025	189.50	I202508093769
ACH-245396721	COMCAST BUSINESS	COMCAST	07/29/2025	937.11	I109940822600
ACH-6118036163	VERIZON WIRELESS	VERIZON WIRELESS	07/29/2025	353.49	H-3607190767
Totals:			Electronic Transactions:		1,480.10
			Total Transactions:		1,480.10

AP Check Register Report

City Of South Bay (CSBFND)

7/9/2025 9:48:39 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-1081-725	COMCAST	COMCAST	07/09/2025	312.81	1-21071696523
ACH-9978-725	COMCAST	COMCAST	07/09/2025	552.50	1-21071684453
Totals:			Electronic Transactions:		865.31
			Total Transactions:		865.31