



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, May 6, 2020
6:30 P.M.**

The Commission meeting for Wednesday, May 6, 2020, is scheduled as planned. However, as we stress public safety and social distancing, the meeting will be held though Zoom virtual meeting.

Through the Zoom meeting, attendees can still hear speakers, ask questions, and otherwise participate in the meeting, (where procedurally appropriate) from the comfort of their home. Attendees do NOT need a camera to participate, all they need is a phone. All materials for the meeting are available on the town's website at: <https://townofredingtonbeach.com/agendas-minutes/>. Click on the current Agenda Packet.

If you would like to speak during public forum, please email the clerk at townclerk@townofredingtonbreach.com prior to 3:00 p.m. on May 6th to be included in public forum.

To join Wednesday's virtual meeting at 6:30 p.m. follow the instructions below.

OPTION 1

Join Zoom Meeting by logging into
<https://us02web.zoom.us/j/87269652091>

Meeting ID: 872 6965 2091

OPTION 2

CALL THIS NUMBER AND ENTER
MEETING ID NUMBER BELOW

1-929-205-6099, US (New York)

Meeting ID: 872 6965 2091

If you encounter any issues joining the Zoom meeting, please call 727-391-3875. Thank you for your flexibility during this time.

Sincerely,

Mayor and Commissioners
And Town Staff



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
VIRTUAL MEETING
Wednesday, May 6, 2020
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
Representative Jennifer Webb	
- 7. CONSENT AGENDA**
 - A. Board Regular Special Meeting Minutes, March 31, 2020**
 - B. Board Regular Meeting Minutes, April 15, 2020**
 - C. Bill List for Day Ending May 1, 2020**
 - D. Older Americans Month**
- 8. UNFINISHED BUSINESS**
 - A. Friendship Park Update: G.A. Nichols Contract**
 - B. Resolution 2020-05: A Resolution of The Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with G.A. Nichols, Company for the Completion of the Friendship Park Improvements Project, Project No. ITB 2019-01, and Providing for an Effective Date.**



- C. **Final Reading: Ordinance 2020-05: An Ordinance of the Town of Redington Beach, Florida, Amending Chapter 12 of the Town Code Concerning Nuisances to Correct Inconsistencies and Scrivener's Errors: Providing for Codification, Severability, and an Effective Date.**

9. NEW BUSINESS

- A. **Clifton Larson Allen Audit Presentation**
- B. **Public Works 6 Month Review**
- C. **Park Board Appointment**
- D. **Six Month Review of Financials**
- E. **Resolution 2020-04: A Resolution of the Town of Redington Beach, Florida Approving and Adopting the Local Mitigation Strategy Developed for Pinellas County; Providing for an Effective Date.**
- F. **Penny IV Discussion**
- G. **Reconfigure Dais**

10. OTHER BUSINESS

11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



TOWN OF REDINGTON BEACH, FLORIDA
BOARD SPECIAL MEETING MINUTES
Tuesday, March 31, 2020
3:00 p.m.

Having been duly advertised as required by law, the **Special Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Tuesday, March 31, 2020, 3:00 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Special Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Dorgan	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Dorgan to accept the agenda as presented. No public comment. Motion passed with all ayes to accept the agenda.

Public Forum: None.

UNFINISHED BUSINESS

NEW BUSINESS

- A. **Trial Run of the Virtual Meeting Process:** Mayor Simons explained that this was a trial run ahead of the regularly scheduled meeting tomorrow. Questions were asked from the commissioner's for dialing in. Town attorney asked how public forum would be addressed. Town clerk reported that if a person is on their computer, they could ask the question in the chat section. They would also be able to speak when the mayor asks if anyone would like to speak during public forum. Town Clerk also reported that the meetings would be recorded and saved to the computer.

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 3:20 p.m.

Adopted: , 2020

Missy Clarke, CMC, Town Clerk



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
VIRTUAL MEETING
Wednesday, April 15, 2020
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, April 15, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Virtual Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Dorgan	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Dorgan to accept the agenda as presented. No public comment. Motion passed with all ayes to accept the agenda.

Public Forum: None

Reports:

- Public Safety: Nothing to Report
- Building and Code: Nothing to Report
- Public Works/Parks: Nothing to Report
- Finance: Nothing to Report
- Mayor: Nothing to Report
- Town Clerk: Nothing to Report
- Attorney Daigneault: Nothing to Report
- Boards and Committees: Nothing to Report
- Representative Webb: Representative Webb discussed the COVID-19 pandemic and the challenges with the DEO website, the personal protection equipment and the payroll protection program. Mayor Simons thanked Representative Webb and invited her to the May 6th meeting.

CONSENT AGENDA: A motion by Vice Mayor Dorgan and seconded by Commissioner Will to approve the consent agenda as presented. No public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann			X		
Commissioner Will		X	X		
Vice Mayor Dorgan	X		X		
Mayor Simons			X		

UNFINISHED BUSINESS

- A. Friendship Park Update: Rejection of All Bids:** Town Planner, Bruce McLaughlin reported that with the 2016 Purchasing Policy, the commission is allowed to reject all bids. The town had received four bids for the project. The low bidder incorrectly claimed that the specification did not reflect the full scope of the work and refused to honor the bid. Staff then began negotiations with the second lowest bidder who refused to warranty two key components of the work and the board decided to abandon those negotiations. Per the town's purchasing policy, it allows the town to reject all bids and negotiate the project on the open market. A motion by Commissioner Will and seconded by Commissioner Steiermann to reject all bids and negotiate on the open market per Resolution 2016-04. Roll call vote was taken and motion passed with all ayes. Mayor Simons requested the town planner to move forward with getting an additional bid on the open market.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann		X	X		
Commissioner Will	X		X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

NEW BUSINESS

- A. Appointment to Board of Adjustment:** Mayor Simons asked the three applicants to speak on their desire to be on the board of adjustment. Michael Morgan, currently an alternate on the board and would like to be considered for a regular member by helping to support and assist the betterment of the town. Joyce Drew asked to be considered to help the residents get relief for their projects. Robert Rockell stated that he had been the chair for the housing authority for the State of New York. A motion by Commissioner Steiermann and seconded by Commissioner Will to appoint Michael Morgan to a full time member to the Board of Adjustment. Roll Call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann	X		X		
Commissioner Will		X	X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

A motion by Commissioner Will and seconded by Commissioner Kornijtschuk to appoint Robert Rockell to the alternate position on the Board of Adjustment. Roll Call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann			X		
Commissioner Will	X		X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

- B. State Highway Lighting, Maintenance, & Compensation Agreement:** Town Clerk reported that FDOT is looking for a consensus to approve the lighting and maintenance agreement for Fiscal year 2021-2022. FDOT will provide a new contract with the numbers along with funding if it is approved by the commission. The consensus of the commission was to move forward with the new agreement when it is ready.

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 6:54 p.m.

Adopted: , 2020

Missy Clarke, CMC, Town Clerk

Date: 05/01/2020

Time: 9:11 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.542	Dues & Subscrip						
	CHASE CARD SERVICES	17457220	Zoom 4-25-2020 to 5-24-2020	0	04/30/2020	04/30/2020	14.99
							14.99
Total Dept. Town Clerk:							14.99
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	LAW OFFICE OF LUKE LIRO	32373	March 2020	0	03/31/2020	03/31/2020	1,200.00
							1,200.00
Total Dept. Legal Counsel:							1,200.00
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	04302020	4-10 to 4-30-2020	0	05/01/2020	05/01/2020	481.50
							481.50
Total Dept. Comprehensive Planning:							481.50
Dept: 522 Fire Control							
101-522-522.340	Fire Department						
	CITY OF MADEIRA BEACH	9805302	3rd Quarter	0	04/30/2020	04/30/2020	14,382.68
							14,382.68
Total Dept. Fire Control:							14,382.68
Dept: 524 Protective Services							
101-524-524.310	Code Enforceme						
	PINELLAS COUNTY SHERIF	870445	Code Enforcement April	0	04/30/2020	04/30/2020	1,859.60
							1,859.60
Total Dept. Protective Services:							1,859.60
Dept: 539 Department of Public W							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	042020	April 2020	0	04/30/2020	04/30/2020	66.53
							66.53
Total Dept. Department of Public Works:							66.53
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	04302020	April 2020	0	04/30/2020	04/30/2020	30.01
							30.01
101-572-572.461	Maintenance - Bu						
	HOME DEPOT CREDIT SERV	63040006473797	Paint, Oil, Brush	0	04/09/2020	04/09/2020	9.90
							9.90
101-572-572.462	Maintenance - Gr						
	HOME DEPOT CREDIT SERV	63040006473797	Paint, Oil, Brush	0	04/09/2020	04/09/2020	33.95
	PINELLAS CENTRAL ACE	8911	Chain Saw Blades	0	04/28/2020	04/28/2020	62.75
							96.70
101-572-572.510	Maintenance Eql						
	DOUDNA'S SEMINOLE MOW	2934	Mower Repairs	0	04/13/2020	04/13/2020	145.99
							145.99
101-572-572.520	Uniforms						
	CHASE CARD SERVICES	112-5532201-9335429	Uniforms	0	04/30/2020	04/30/2020	98.40
							98.40

Date: 05/01/2020

Time: 9:11 am

Page: 2

Town of Redington Beach

[illegible]

4/15/2020

9924 Payroll	277.05
9925 Payroll	277.05
9926 Payroll	381.75
9927 Payroll	277.05
9928 Payroll	277.05
9929 Payroll	2,259.26
9930 Payroll	1,353.33
9931 Payroll	1,298.99
9932 Payroll	1,043.47
EFT Payroll Liabilities	3,383.78
EFT Retirement	1,161.08
9233 Chase Card Services	981.89
9234 Osburn Assoc	119.68
9235 Pinellas County Utilities	122.73

13,214.16

MAYOR SIMONS

COMMISSIONER WILL

COMMISSIONER KORNIJTSCHUK

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of May 6, 2020

Older Americans Month 2020

Whereas, the Town of Redington Beach includes a growing number of older Americans who make countless contributions to our community every day; and

Whereas, The Town of Redington Beach is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

Whereas, the Town of Redington Beach and the Area Agency on Aging of Pasco-Pinellas, Inc. recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

Whereas, The Town of Redington Beach and the Area Agency on Aging of Pasco-Pinellas, Inc. Can support our community members by:

- Promoting independence, inclusion, and participation;
- Engaging older adults through education, recreation, and service; and
- Connecting people with opportunities to share their time, experience, and talents.

Now therefore, we of the Town of Redington Beach do hereby proclaim May 2020 to be Older Americans Month. We urge every resident to recognize older adults and the people who support them as essential members of our community.

Dated this 6th Day of May, 2020

Mayor Nick Simons

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Cell: 727/244-7311
Email BruceSandy@aol.com

April 30, 2020
RB

Meeting Date: May 6, 2020
Agenda Item: _____

MEMORANDUM

TO: Honorable Mayor and Members, Town of Redington Beach Board of Commissioners

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner *RB*

SUBJECT: Friendship Park Improvements: Invitation to Bid 2019-01

EXECUTIVE SUMMARY

The Town received and subsequently rejected four bids – \$50,663, \$58,500, \$108,584, and \$113,431 – for this project. Pursuant to the Town's purchasing policy, Resolution 2016-04, the Town sought an additional bid on the open market. G.A. Nichols Company bid \$44,118. Nichols' bid is now the lowest responsive and responsible bid. **STAFF RECOMMENDS THAT THE TOWN ACCEPT NICHOLS' OPEN MARKET BID AT \$44,118 AND ENTER INTO THE ATTACHED CONTRACT FOR THE WORK.**

BACKGROUND

Owner:	Town of Redington Beach
Location:	Friendship Park, Northwest side 164 th Avenue, W/NW of 16434 Redington Drive
Future Land Use Designation:	Recreation/Open Space
Zoning:	District 1F

The Town purchased Friendship Park in March, 1991, to provide an interior, waterfront, community park. The Town developed the park as a passive park with seating, a pergola for shelter, a kayak launch, landscaping, and other park amenities. After 9/11, a 9/11 memorial was added. Otherwise, Friendship Park has generally just undergone routine maintenance.

THE PROJECT

However, a project has now been designed on behalf of the Town to improve the park.¹ This project includes demolishing the existing pergola,² installing some retaining walls and adding some paving. This project was designed by Architectonics and has received zoning and building approval, subject to the substitution of a new contractor. The project became ready for construction bids in December, 2019.

NOTICE

No notice beyond notice of this Board meeting and inclusion of this matter on the Agenda is required.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include making improvements to Town-owned property, including Friendship Park.

Purchasing goods or services for the Town is governed by state law and by Town Resolution 2016-04.

Resolution 2016-04 requires that projects estimated to cost more than \$15,000 be awarded through a competitive bid process. It is staff's opinion that the bid process established in the Invitation to Bid (ITB) and reviewed in the staff report dated December 13, 2019, complies with Resolution 2016-04.

¹ A separate project to relocate a stormwater outfall pipe on the northeast edge of the park property was recently completed by the G. A. Nichols Company.

² Construction of a new pergola will be part of a subsequent project to be bid separately.

Resolution 2016-04 further provides in pertinent part:

Section 5: The commission shall have the power in respect to all purchases or contracts **to reject any and all bids**, to re-advertise for bids **or to make the purchase or contract in the open market after the rejection of all bids**, provided that any such purchase or contract on the open market shall not exceed the price of the lowest responsible bidder of the bids rejected. The commission shall have further power to purchase or make contracts for professional services.

Resolution 2016-04, § 5, [Emphasis Added].

ANALYSIS

The bids received were:

Kloote Contracting	\$49,670.00 ³	90 days
Right of Way Contracting ⁴	58,500.00	30 days
Tampa Contracting	108,584.00	90 days
Eveland Brothers	113,411.00	120 days

All of the bids were in order in terms of signatures, license numbers, forms, etc. ⁵

At its February 5, 2020, meeting, this Board authorized Staff to prepare a formal contract with Kloote at its bid price plus 2% for the performance bond. However, at the initial field meeting with Kloote, Mr. Kloote claimed – incorrectly – that the plans and specifications did not accurately reflect the full scope of the work, and Mr. Kloote declined to honor his bid.

Subsequently, at its March 4, 2020, meeting, the Board was advised that Staff were negotiating with the second lowest bidder, Right of Way Contracting. Those negotiations progressed to the point that there was a draft contract with General and Special Conditions.

³ Subject to Clarifications and Exceptions. With the required performance bond, the Kloote bid is actually \$50,663.40.

⁴ Not on the Pinellas County pre-qualified list.

⁵ Not every bidder returned the debris disposal form but that form is not required until time of payment for the job.

At that point, Right of Way announced their “non-negotiable” refusal to provide a warranty for two key components of the project: the wall and the footer. At this Board’s meeting of April 1, 2020, the Board decided that the required warranties were also “non-negotiable” from the Town’s perspective and instructed Staff to cease negotiations with Right of Way, which was done on April 3, 2020.

Since the third lowest bid is more than \$50,000 higher than the second lowest bid, it is obviously imprudent to proceed with negotiations with the third lowest bidder. Subsequently, at its April 1, 2020 meeting, the Town Board, pursuant to Resolution 2016-04, rejected all the bids it received and instructed staff to negotiate in the open market a contract for the work at or below the price of the lowest responsible bidder.

Staff elected to work with Greg Nichols of G. A. Nichols Company, a Clearwater based general contractor. Nichols did the work on the outfall pipe at Friendship Park and was also recently retained to repair two damaged stormwater pipes in the 159 block of Redington Drive. Nichols is known to the Town and his work to date has been satisfactory. Accordingly, Nichols is an appropriate “open market” bidder with which to work, the competitive bidding process having failed to produce an acceptable contract for the work.

Nichols’ bid is attached along with an e-mail supplementing the bid with the cost of a performance bond required by the Town. As noted above, Nichols’ bid, including the performance bond, is \$44,118.00.

RECOMMENDATION

THE STAFF RECOMMENDS THAT THE BOARD ADOPT PROPOSED RESOLUTION 2020-05 AUTHORIZING AND ENTERING INTO AN AGREEMENT WITH G. A. NICHOLS COMPANY FOR THE FRIENDSHIP PARK IMPROVEMENTS IDENTIFIED IN ITB 2019-01 FOR THE SUM OF \$44,118, AS SET OUT IN THE PROPOSED CONTRACT.

G.A. NICHOLS COMPANY

2271 BELLEAIR RD
CLEARWATER, FL 33764
FLA LIC # CGCA 17846

(727) 561-0509
Fax (727) 561-0511
greg@ganichols.com

PROPOSAL

April 2, 2020

Missy Clarke
Town of Redington Beach
105 164th Ave
391-3875
townclerk@townofredingtonbeach.com

RE: Friendship Park

WE WILL PROVIDE EQUIPMENT, LABOR AND MATERIAL TO DO THE FOLLOWING WORK:

- Demo and haul off the existing concrete structure including the sidewalk to the parking area
- Layout the new structure
- Install new spread footer per plan
- Install concrete block per plan
- Grade site
- Form and pour a new concrete slab 4" thick
- Install concrete stairs
- Install 5/8" stucco both sides of wall
- Paint stucco
- Pour new sidewalk to parking area

Cost for this work..... \$ 43,000

Conditions: We are not responsible for damage to unmarked underground lines of any type
No engineering or permitting costs included

Sincerely,

Greg Nichols
President

4/30/2020

bond

Subject: **bond**
Date: 4/28/2020 5:10:53 PM Eastern Standard Time
From: greg@ganichols.com
To: brucesandy@aol.com

Bruce,

The bond fee is \$ 1118

Greg Nichols

President

G.A. Nichols Company

5775 126th Ave. N

Clearwater, FL 33760

Phone: (727) 561-0509

Cell: (727) 638-9364

Fax: (727) 561-0511

greg@ganichols.com

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

**TOWN OF REDINGTON BEACH
(AS OWNER)**

and

**G. A. NICHOLS COMPANY
(AS CONTRACTOR)**

1 **CONSTRUCTION AGREEMENT FOR STIPULATED SUM**
2 **ITB 2019-01: FRIENDSHIP PARK IMPROVEMENTS**
3

4 **THIS AGREEMENT** ("Agreement") is made and entered into by and between the Town
5 of Redington Beach, a Florida municipal corporation, referred to herein as "Owner", and the
6 firm of G. A. Nichols, Company, incorporated in the State of Florida and registered and licensed
7 to do business in the State of Florida (license # CGCA 17846), referred to herein as "Contractor."
8

9 **WHEREAS**, the Owner intends to construct the improvements to Friendship Park as set
10 forth in ITB 2019-01, the aforementioned improvements being hereinafter referred to and defined
11 as the "Project"; and
12

13 **WHEREAS**, as provided for by Resolution 2016-04, Contractor has, in the open market,
14 submitted its Bid (the "Contractor's Bid") to provide the aforementioned construction services,
15 which bid has been determined to be the lowest responsible and responsive bid.
16

17 **NOW THEREFORE**, Owner and Contractor, in consideration of the mutual covenants
18 hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:
19

20 **1. Contract Documents.** The Contract Documents consist of this Agreement and
21 all attached Exhibits including Drawings and Specifications (attached hereto as **Exhibit A**),
22 Contractor's Certificate(s) of Insurance (attached hereto as **Exhibit B**), Contractor's Payment &
23 Performance Bond (attached hereto as **Exhibit C**), Standard Forms (attached hereto as **Exhibit**
24 **D**), the attached General Conditions of the Construction Agreement (attached hereto as **Exhibit**
25 **E**), Supplementary Conditions (attached hereto as **Exhibit F**), Special Conditions (if any),
26 Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any
27 Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical
28 Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor's Bid
29 including only exceptions allowed by Owner, permits, notice of intent to award, Notice to
30 Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to
31 include written Amendment(s), Change Order(s), Work Directive Change(s) and Field
32 Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as
33 fully a part of the Agreement as if attached hereto or repeated herein. This Agreement represents
34 the entire and integrated agreement between the parties hereto and supersedes prior negotiations,
35 representations or agreements, either written or oral. No other documents shall be considered
36 Contract Documents.
37

38 **2. Work.** The Contractor shall fully execute the Work described in the Contract
39 Documents, except to the extent specifically indicated in the Contract Documents to be the
40 responsibility of others.
41

42 **3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 90 Calendar days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
N/A	N/A

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$100.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty Four Thousand One Hundred Eighteen Dollars (\$44,118.00) subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

N/A

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

1 **5. Payments.**

2
3 **A. Progress Payments.**

4
5 (1) Based upon Applications for Payment submitted to the Town's Architect/
6 Engineer/Project Manager by the Contractor and Certificates for Payment issued by the
7 Architect/ Engineer/Project Manager, the Owner shall make progress payments on account of the
8 Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
9

10 (2) The period covered by each Application for Payment shall be one calendar month ending
11 on the last day of the month.
12

13 (3) Payments shall be made by Owner in accordance with the requirements of Florida
14 Statutes § 218.735.
15

16 (4) Each Application for Payment shall be based on the most recent schedule of values
17 submitted by the Contractor in accordance with the Contract Documents. The schedule of values
18 shall allocate the entire Contract Sum among the various portions of the Work. The schedule of
19 values shall be prepared in such form and supported by such data to substantiate its accuracy as
20 the Architect/Engineer/Project Manager may require. This schedule, unless objected to by the
21 Owner or Owner's Architect/Engineer/Project Manager, shall be used as a basis for reviewing the
22 Contractor's Applications for Payment.
23

24 (5) Applications for Payment shall indicate the percentage of completion of each portion of
25 the Work as of the end of the period covered by the Application for Payment.
26

27 (6) Subject to other provisions of the Contract Documents, the amount of each progress
28 payment shall be computed as follows:
29

30 I. Take that portion of the Contract Sum properly allocable to completed Work as
31 determined by multiplying the percentage completion of each portion of the Work by the share of
32 the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of
33 ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work,
34 amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
35

36 ii. Add that portion of the Contract Sum properly allocable to materials and equipment
37 delivered and suitably stored at the site for subsequent incorporation in the completed
38 construction (or, if approved in advance by the Owner, suitably stored off the site at a location
39 agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
40

41 iii. Subtract the aggregate of previous payments made by the Owner; and
42

43 iv. Subtract amounts, if any, for which the Architect/Engineer/Project Manager has withheld

1 or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the
2 General Conditions.

3 (7) The progress payment amount determined in accordance with Section 5.A(6) shall be
4 further modified under the following circumstances:
5

6 I. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total
7 payments to the full amount of the Contract Sum, less such amounts as the
8 Architect/Engineer/Project Manager shall determine for incomplete Work, retainage applicable to
9 such work and unsettled claims.
10

11 ii. Add, if final completion of the Work is thereafter materially delayed through no fault of
12 the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General
13 Conditions.
14

15 (8) Reduction or limitation of retainage, if any, shall be as follows:
16

17 Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by
18 Owner and its Architect/Engineer/Project Manager, the Owner shall reduce to five percent (5%)
19 the amount of retainage withheld from each subsequent progress payment.
20

21 (9) Except with the Owner's prior approval, the Contractor shall not make advance payments
22 to suppliers for materials or equipment which have not been delivered and stored at the site.
23

24 A. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract
25 Sum, shall be made by the Owner to the Contractor when:
26

27 (1) The Contractor has fully performed the Work except for the Contractor's responsibility to
28 correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other
29 requirements, if any, which extend beyond final payment; and
30

31 (2) A final Application for Payment has been approved by the Architect/Engineer/Project
32 Manager.
33

34 2. Termination or Suspension. 35

36 A. Termination. The Agreement may be terminated by the Owner or the Contractor as
37 provided in Article XIV of the General Conditions.
38

39 B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article
40 XIV of the General Conditions.
41

42 3. Other Provisions. 43

1 A. Substantial Completion Defined. Substantial Completion shall be defined as provided in
2 Article I of the General Conditions. In the event a temporary certificate of occupancy or
3 completion is issued establishing Substantial Completion, the Contractor shall diligently pursue
4 the issuance of a permanent certificate of occupancy or completion.

5
6 B. Project Meetings. There shall be a project meeting, at the jobsite or other location
7 acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a
8 representative of the Contractor, and Owner's Architect/Engineer/Project Manager. These
9 representatives shall be authorized to make decisions that are not otherwise contrary to the
10 requirements of this Agreement.

11
12 C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than
13 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an
14 additional day added to the Contract Time, provided no work could be done on site, and provided
15 written notice has been submitted to the Owner by the Contractor documenting same.

16
17 D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of
18 submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the
19 Owner shall cause its agents and design professionals to accomplish the review of any particular
20 "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14)
21 days.

22
23 E. Applications for Payment. Applications for Payment shall be submitted once monthly at
24 regular intervals otherwise agreed by the parties, and shall include detailed documentation of all
25 costs incurred.

26
27 F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall
28 generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5
29 days thereafter the Architect/Engineer/Project Manager shall assign a fair value to the punch list
30 items, which sum shall be deducted from the next scheduled progress payment to the Contractor.
31 Upon satisfactory completion of the punch list items, as certified by the
32 Architect/Engineer/Project Manager, the previously-deducted sum shall be paid to Contractor.

33
34 G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and
35 before final payment, Contractor shall gather and deliver to Owner all warranty documentation,
36 all manufacturer's product and warranty literature, all manuals (including parts and technical
37 manuals), all schematics and handbooks, and all as-built drawings.

38
39 H. Governing Provisions; Conflicts. In the event of any conflicts between the Contract
40 Documents attached to this Agreement and this Agreement, the Agreement shall prevail, except
41 that in the event of a conflict between this Agreement and the Specifications or as between the
42 General Conditions and the Specifications, the Specifications shall prevail.

1 I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of § 274(e)
2 of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S.
3 Department of Homeland Security's E-Verify system to verify the employment eligibility of all
4 new employees hired during the term of this Agreement, and shall require the same verification
5 procedure of any Subcontractors authorized by the Owner.
6

7 1. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents,
8 the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers'
9 compensation, commercial general liability, auto liability, excess liability, and builder's risk. The
10 Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance.
11 The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within
12 ten (10) days following notification of intent to award, and otherwise in accordance with the
13 Invitation for Bid documents.
14

15 2. Independent Contractor. The Contractor acknowledges that it is functioning as an
16 independent contractor in performing under the terms of this Agreement, and it is not acting as an
17 employee of the Owner.
18

19 3. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated
20 herein by reference) represents the full agreement of the parties.
21

22 4. Amendments; Waivers; Assignment.
23

24 A. Amendments. This Agreement may be amended only pursuant to an instrument in writing
25 that has been jointly executed by authorized representatives of the parties hereto.
26

27 B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally.
28 However, each party (through its governing body or properly authorized officer) shall have the
29 right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein
30 reserved or intended for the benefit or protection of such party without being deemed or
31 considered to have waived such right or condition for any other case, situation, or circumstance
32 and without being deemed or considered to have waived any other right or condition. No such
33 waiver shall be effective unless made in writing with an express and specific statement of the
34 intent of such governing body or officer to provide such waiver.
35

36 C. Assignment. The rights and obligations of either party to this Agreement may be assigned
37 to a third party only pursuant to a written amendment hereto.
38

39 5. Validity. Each of the Owner and Contractor represents and warrants to the other its
40 respective authority to enter into this Agreement.
41

42 6. Covenant To Defend. Neither the validity of this Agreement nor the validity of any
43 portion hereof may be challenged by any party hereto, and each party hereto hereby waives any

1 right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is
2 challenged by a third party in any judicial, administrative, or appellate proceeding (each party
3 hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate
4 with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at
5 their individual sole cost and expense, to defend in good faith its validity through a final judicial
6 determination or other resolution, unless all parties mutually agree in writing not to defend such
7 challenge or not to appeal any decision invalidating this Agreement or any portion thereof.
8

9 7. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is
10 solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by
11 reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is
12 intended or shall be construed to confer upon or give any person, corporation, partnership, trust,
13 private entity, agency, or other governmental entity any right, privilege, remedy, or claim under
14 or by reason of this Agreement or any provisions or conditions hereof.
15

16 This Agreement shall be binding upon, and its benefits and advantages shall inure to, the
17 successors and assigns of the parties hereto.
18

19 8. Construction.
20

21 A. Headings and Captions. The headings and captions of articles, sections, and paragraphs
22 used in this Agreement are for convenience of reference only and are not intended to define or
23 limit their contents, nor are they to affect the construction of or be taken into consideration in
24 interpreting this Agreement.
25

26 B. Legal References. All references to statutory sections or chapters shall be construed to
27 include subsequent amendments to such provisions, and to refer to the successor provision of any
28 such provision. References to "applicable law" and "general law" shall be construed to include
29 provisions of local, state and federal law, whether established by legislative action,
30 administrative rule or regulation, or judicial decision.
31

32 9. Severability.
33

34 The provisions of this Agreement are declared by the parties hereto to be severable. In the event
35 any term or provision of this Agreement shall be held invalid by a court of competent
36 jurisdiction, such invalid term or provision should not affect the validity of any other term or
37 provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest
38 extent permitted by law as if such invalid term or provision had never been part of this
39 Agreement; provided, however, if any term or provision of this Agreement is held to be invalid
40 due to the scope or extent thereof, then, to the extent permitted by law, such term or provision
41 shall be automatically deemed modified in order that it may be enforced to the maximum scope
42 and extent permitted by law.
43

1 10. Governing Law; Venue.

2
3 This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for
4 writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of
5 the Sixth Judicial Circuit in and for Pinellas County, Florida.
6

7 11. Attorney's Fees and Costs.

8
9 In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall
10 be solely responsible for paying its attorney's fees and costs regardless of the outcome.
11

12 12. Notices.

13
14 All notices, comments, consents, objections, approvals, waivers, and elections under this
15 Agreement shall be in writing and shall be given only by hand delivery for which a receipt is
16 obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail
17 with delivery confirmation. All such communications shall be addressed to the applicable
18 addressees set forth below or as any party may otherwise designate in the manner prescribed
19 herein.

20 To the Owner: Town of Redington Beach
21 Attn: Missy Clarke, Town Clerk
22 Address: 105 164th Avenue
23 Redington Beach, FL 33708
24 Email: townclerk@townofredingtonbeach.com
25

26 To the Contractor: G. A. Nichols Company
27 Attn: Greg Nichols, President
28 Address: 2271 Bellair Road
29 Clearwater, FL, 33764
30 Email: greg@ganichols.com
31

32 Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed
33 given when received by the party for whom such communication is intended at such party's
34 address herein specified, or such other physical address or email address as such party may have
35 substituted by notice to the other.
36

37 13. Public Records Law.

38
39 The Contractor shall comply with Florida Statutes § 119.0701, and specifically shall:
40

41 A. Keep and maintain public records required by the Owner to perform the services called
42 for in this Agreement.
43

1 B. Upon request from the Owner's custodian of public records, provide the Owner with a
2 copy of the requested records or allow the records to be inspected or copied within a reasonable
3 time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as
4 otherwise provided by law.
5

6 C. Ensure that public records that are exempt or confidential and exempt from public records
7 disclosure requirements are not disclosed except as authorized by law for the duration of this
8 Agreement and following completion of this Agreement if the Contractor does not transfer the
9 records to the Owner.
10

11 D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records
12 in possession of the Contractor or keep and maintain such public records. If the Contractor
13 transfers all public records to the Owner upon completion of the Agreement, the Contractor shall
14 destroy any duplicate public records that are exempt or confidential and exempt from public
15 records disclosure requirements. If the Contractor keeps and maintains public records upon
16 completion of the Agreement, the Contractor shall meet all applicable requirements for retaining
17 public records. All records stored electronically must be provided to the Owner, upon request
18 from the Owner's custodian of public records, in a format that is compatible with the information
19 technology systems of the Owner.
20

21 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
22 CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
23 PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S
24 CUSTODIAN OF PUBLIC RECORDS AT (727) 391-3875; OR EMAIL AT
25 townclerk@townofredingtonbeach.com.
26

27 14. Exhibits.
28

29 Exhibits to this Agreement are as follows:

- 30 Exhibit A – Plans and Specifications
- 31 Exhibit B – Certificate(s) of Insurance
- 32 Exhibit C – Performance Bond
- 33 Exhibit D – Standard Forms
- 34 Exhibit E – General Conditions
- 35 Exhibit F – Special Conditions
36

37 WHEREFORE, the parties hereto have executed this Agreement as of the date last executed
38 below.
39

40 G. A. Nichols Company

Town of Redington Beach

41
42 By: _____
43 President

By: _____
Mayor Date

Application for Payment

APPLICATION FOR PAYMENT		Request No.:
		Purchase Order
Project: _____		County Bid No.:
From: _____	To: _____	Consultant: _____

CONTRACT PAYMENT SUMMARY			
Original Contract Amount:			
Change Order(s):			
Change order summary:			
Number	Date Approved	Additive	Deductive
SUBTOTALS:		\$ -	\$ -
Net change order subtotal (Additive less Deductive):			
Current Contract Amount (CCA): (Original Amount + Change Order(s))			
	Previous Status	Total WIP	
Value of the Work in Place (WIP)	\$ -	\$ -	
Value of Stored Materials	\$ -	\$ -	
Total Earned (\$ and % of CCA)	\$ -	\$ -	
Retainage (\$ and % of CCA)	\$ -	\$ -	
Net Earned (Total earned minus retainage)			
TOTAL PREVIOUS PAYMENTS			
-			
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)			

the Amount Due this Payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida, County of _____

Sworn to (or affirmed) and subscribed before me

this _____ day of _____ by

(Name of person giving notice)

(Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public:

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

Name of person authorized to sign Affidavit of Notice

TITLE

Contractor name, address and telephone no.:

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by:

Consultant/Engineer:

Project Management:

Department Head:

Payment approved by:

Contract Change Order

CONTRACT CHANGE ORDER (for Total Contract Adjusted Amount Greater than \$1,000,000) PROJECT:		Change Order No.:	
		Contract Amount (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____		THE NET CHANGE OF \$ ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO	
Contractor Signature: _____ Date: _____		_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO [ENTER MONTH DAY, YEAR]	

RECOMMENDATION, CONCURRENCES AND APPROVALS

	SIGNATURES	DATE
Consultant / Engineer:	_____	_____
Project Manager:	_____	_____

JUSTIFICATION FOR CHANGE

Change Order No:

Project Number:

1. NECESSITY FOR CHANGE:

2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other 'prime' contractors?

5 Has the Surety and insurance company been notified, if applicable?

CONTRACTOR RESPONSIBILITY

Administrative Contract Adjustment

ADMINISTRATIVE CONTRACT ADJUSTMENT

**Contract
Adjustment
No.:** _____

Contract Amount: _____

**Project
Name:** _____

Project Number: _____

ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	BY EXECUTION OF THIS ADMINISTRATIVE CONTRACT ADJUSTMENT, THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS ADMINISTRATIVE CONTRACT ADJUSTMENT HAVE BEEN SATISFIED.		
		TOTAL DECREASE:	TOTAL INCREASE:

Contractor: _____

Address: _____

City/State: _____

**Contractor
Signature:** _____

THE NET CHANGE OF

ADJUSTS THE CURRENT CONTRACT
AMOUNT FROM _____ TO

_____ CALENDAR DAYS ARE ADDED
TO THE SCHEDULE WHICH CHANGES
THE FINAL COMPLETION DATE FROM
_____ TO

RECOMMENDATION, CONCURRENCES AND APPROVALS	
SIGNATURES	DATE
Consultant / Engineer: _____	_____
Project Manager: _____	_____

JUSTIFICATION FOR CHANGE	Change Order No:
	Project Number:
1. NECESSITY FOR CHANGE:	

2. Does this change alter the scope of work? (If yes, explain)	

3. It is the Contractor's responsibility to notify the bonding agency. Has the bonding agency been notified?	

Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/Zip:	Project No:	
	S. C. Date (Proposed)	

If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete:
(Description of the portion of work substantially completed):

(USE CONTINUATION SHEETS IF NECESSARY)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within__days of substantial completion. The approved substantial completion date is:

Contractor Signature	Date	Engineer's Approval	Date
Printed Name and Title		Printed Name and Title	

The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.

ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
Contractor Data: Name: Address: City/State/Zip:	Project No.: Warranty (months):

This Final Reconciliation is for the work performed for Owner by the named contractor, hereinafter called **CONTRACTOR**, pursuant to the contract _____ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and that the amount of \$ _____ including retainage is due **CONTRACTOR**, that no claims are outstanding as between the parties, and that the stated sum represents the entirety of monies owed the **CONTRACTOR**.

It is further agreed that the warranty period for **CONTRACTOR'S** work pursuant to the Agreement from _____ to _____.

As (title) _____ for **CONTRACTOR**, I have authority to bind **CONTRACTOR** and as such make this final reconciliation, declaration and affidavit purpose of inducing the Owner make final payment to **CONTRACTOR** for work at/upon

_____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with this construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and supplied materials, equipment and/or services to the **CONTRACTOR** under the Construction contract have been paid in full.

(Affiant Signature)

**STATE OF FLORIDA
COUNTY OF PINELLAS**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and Court aforesaid to take acknowledgements, personally appeared _____, who is [

personally known to me or [] provided _____ as identification, and w
executed the foregoing Affidavit, acknowledged before me that he voluntarily executed the same a
did take an oath.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2020.

My Commission Expires:

Seal:

Signature of Notary

Printed Name

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
Article I-- Definitions	GC-1
1.1 Definitions	GC-1
A. Acceptance	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Compensable Delay.....	GC-1
F. Contractor's Personnel	GC-1
G. Construction Services	GC-1
H. Contract Sum	GC-1
I. Construction Team	GC-1
J. Contract Time	GC-1
K. Days	GC-2
L. Defective	GC-2
M. Excusable Delay	GC-2
N. Field Directive	GC-2
O. Final Completion Date	GC-2
P. Float or Slack Time	GC-2
Q. Force Majeure	GC-2
R. Inexcusable Delay	GC-2
S. Non-prejudicial Delay	GC-2
T. Notice to Proceed	GC-2
U. Owner	GC-2
V. Owner's Project Representative.....	GC-2
W. Payment and Performance Bond.....	GC-3
X. Permitting Authority.....	GC-3
Y. Prejudicial Delay.....	GC-3
Z. Pre-operation Testing.....	GC-3
AA. Procurement Ordinance	GC-4
BB. Progress Report	GC-3
CC. Project	GC-3
DD. Project Costs.....	GC-3
EE. Project Manager	GC-3
FF. Project Plans and Specifications	GC-3
GG. Project Schedule	GC-4
HH. Project Site.....	GC-4
II. Punch List Completion Date	GC-4
JJ. Subcontractor.....	GC-4
KK. Substantial Completion and Substantially Complete	GC-4
LL. Substantial Completion Date	GC-4
MM. Substitute.....	GC-4
NN. Unit Price Work.....	GC-4
OO. Work.....	GC-4
PP. Work Directive Change.....	GC-4

Article II-- Relationship and Responsibilities..... GC-5

2.1 Relationship between Contractor and Owner	GC-5
A. Purpose.....	GC-5
B. Construction Team	GC-5
C. Owner's Reliance on Bid (or GMP).....	GC-5
2.2 General Contractor Responsibilities	GC-5
A. Personnel.....	GC-5
B. Cooperation with Architect/Engineer.....	GC-6
C. Timely Performance	GC-6
D. Duty to Defend Work.....	GC-6
E. Trade and Industry Terminology.....	GC-6
2.3 Project Schedule.....	GC-6
2.4 Construction Services	GC-7
A. Construction of Project	GC-7
B. Notice to Proceed	GC-8
C. Quality of Work	GC-8
D. Materials	GC-8
E. Accountability for Work	GC-8
F. Contract Sum	GC-8
G. Governing Specifications	GC-8
H. Adherence to Project Schedule	GC-9
I. Superintendent	GC-9
J. Work Hours	GC-9
K. Overtime-Related Costs.....	GC-9
L. Insurance, Overhead and Utilities.....	GC-9
M. Cleanliness.....	GC-9
N. Loading	GC-10
O. Safety and Protection	GC-10
P. Emergencies	GC-10
Q. Substitutes	GC-10
R. Surveys and Stakes	GC-11
S. Suitability of Project Site	GC-11
T. Project Specification Errors	GC-12
U. Remediation of Contamination	GC-12
V. Interfacing	GC-13
W. Job Site Facilities	GC-13
X. Weather Protection.....	GC-14
Y. Performance and Payment Bond	GC-14
Z. Construction Phase; Building Permit; Code Inspection	GC-14
(1) Building Permit	GC-14
(2) Code Inspections	GC-14
(3) Contractor's Personnel	GC-15
(4) Lines of Authority	GC-15
AA. Quality Control	GC-15
BB. Management of Subcontractors	GC-15
CC. Job Requirements	GC-16
DD. As-Built Drawings	GC-17
EE. Progress Reports.....	GC-18

FF. Contractor's Warranty.....	GC-18
GG. Apprentices.....	GC-18
HH. Schedule of Values	GC-19
II. Other Contracts.....	GC-19

Article III-- Compensation GC-19

3.1 Compensation	GC-19
A. Adjustments.....	GC-19
B. Valuation	GC-19
C. Unit Price Work	GC-19
3.2 Schedule of Compensation	GC-20
A. Periodic Payments for Services	GC-20
B. Payment for Materials and Equipment	GC-20
C. Credit toward Contract Sum	GC-20
3.3 Invoice and Payment.....	GC-20
A. Invoices.....	GC-20
B. Additional Information; Processing of Invoices.....	GC-21
C. Architect/Engineer's Approval.....	GC-21
D. Warrants of Contractor with Respect to Payments.....	GC-21
E. All Compensation Included	GC-21

Article IV-- Subcontractors..... GC-21

4.1 Subcontracts.....	GC-21
A. Subcontracts Generally	GC-21
B. No Damages for Delay	GC-22
C. Subcontractual Relations	GC-22
D. Insurance; Acts & Omissions.....	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-22
A. Payment	GC-23
B. Final Payment of Subcontractors	GC-23
4.4 Responsibility for Subcontractors.....	GC-23
4.5 Contingent Assignment of Subcontracts.....	GC-23

Article V-- Changes in Work GC-24

5.1 General.....	GC-24
5.2 Minor Changes in the Work.....	GC-24
5.3 Emergencies	GC-24
5.4 Concealed Conditions	GC-24
5.5 Hazardous Materials	GC-25
5.6 Change Orders; Adjustments to Contract Sum	GC-25
A. Change Orders Generally	GC-25
5.7 Owner-Initiated Changes	GC-26
5.8 Unauthorized Work.....	GC-26
5.9 Defective Work	GC-26
5.10 Estimates for Changes.....	GC-26
5.11 Form of Proposed Changes	GC-26

5.12 Changes to Contract Time.....	GC-26
Article VI-- Role of Architect/Engineer	GC-27
6.1 General.....	GC-27
<i>A. Retaining</i>	GC-27
<i>B. Duties</i>	GC-27
<i>C. Termination</i>	GC-27
6.2 Administration	GC-27
<i>A. Site Visits</i>	GC-27
<i>B. Reporting</i>	GC-28
6.3 Interpretation of Project Plans and Specifications	GC-28
6.4 Rejection of Non-Conforming Work	GC-28
6.5 Correction of Work	GC-28
6.6 Timely Performance of Architect/Engineer	GC-28
Article VII-- Owner's Rights and Responsibilities.....	GC-29
7.1 Project Site; Title	GC-29
7.2 Project Plans and Specifications; Architect/Engineer.....	GC-29
7.3 Surveys; Soil Tests and Other Project Site Information	GC-29
7.4 Information; Communication; Coordination	GC-30
7.5 Governmental Body	GC-30
7.6 Pre-Completion Acceptance	GC-30
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-30
7.8 Owner's Project Representative.....	GC-31
<i>A. Responsibilities</i>	GC-31
<i>B. Limitations</i>	GC-31
Article VIII-- Resolution of Disagreements; Claims for Compensation	GC-32
8.1 Owner to Decide Disputes	GC-32
8.2 Finality	GC-32
8.3 No Damages for Delay.....	GC-32
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-33
8.6 Claims for Consequential Damages	GC-33
Article IX-- Indemnity	GC-34
9.1 Indemnity	GC-34
<i>A. Indemnification Generally</i>	GC-34
<i>B. Claims by Employees</i>	GC-34
9.2 Duty to Defend.....	GC-34
Article X-- Accounting Records; Ownership of Documents	GC-35
10.1 Accounting Records.....	GC-35
10.2 Inspection and Audit	GC-35
10.3 Access	GC-35

10.4 Ownership of Documents.....	GC-35
Article XI-- Public Contract Laws	GC-35
11.1 Equal Opportunity Employment	GC-35
<i>A. Employment</i>	GC-36
<i>B. Participation</i>	GC-36
11.2 Immigration Reform and Control Act of 1986	GC-36
11.3 No Conflict of Interest	GC-36
<i>A. No Interest in Business Activity</i>	GC-36
<i>B. No Appearance of Conflict</i>	GC-36
11.4 Truth in Negotiations	GC-36
11.5 Public Entity Crimes	GC-37
Article XII-- Force Majeure, Fire or Other Casualty.....	GC-37
12.1 Force Majeure	GC-37
<i>A. Unavoidable Delays</i>	GC-37
<i>B. Concurrent Contractor Delays</i>	GC-37
<i>C. Notice; Mitigation</i>	GC-37
12.2 Casualty; Actions by Owner and Contractor	GC-37
12.3 Approval of Plans and Specifications	GC-38
12.4 Notice of Loss or Damage	GC-38
Article XIII-- Representations, Warranties and Covenants	GC-38
13.1 Representations and Warranties of Contractor	GC-38
13.2 Representations of the Owner	GC-41
Article XIV-- Termination and Suspension.....	GC-42
14.1 Termination for Cause by Owner.....	GC-42
<i>A. Nonperformance</i>	GC-42
<i>B. Insolvency</i>	GC-42
<i>C. Illegality</i>	GC-43
<i>D. Rights of Owner</i>	GC-43
14.2 Termination without Cause by Owner	GC-43
<i>A. Release of Contractor</i>	GC-43
<i>B. Waiver of Protest</i>	GC-43
14.3 Suspension without Cause	GC-44
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure	GC-44
14.5 Vacation of Project Site; Delivery of Documents.....	GC-44
14.6 Termination by the Contractor.....	GC-44

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Auch Professional Engineer, Licensed Architect, or other Professional Project Manager as the Owner may retain to provide it assistance with the Project. As used herein, Architect/Engineer shall also include a Project Manager designated by Owner, unless Florida law requires the act only to be done by a licensed architect or engineer, in which case the term shall only refer to such professionals.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Construction Team: The working team established pursuant to § 2.1.B.

I. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

J. Contract Time: The period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: The Town of Redington Beach, a Florida municipal corporation.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

AA. Procurement Ordinance: Those portions of the Redington Beach Code of Laws and individual Resolutions of the Board of Commissioners governing procurement, as amended from time to time.

BB. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

CC. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

DD. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

EE. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents. The Project Manager may also be assigned by Owner to make decisions in the absence of an assigned Architect/Engineer.

FF. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

GG. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

HH. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.

LL. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

NN. Unit Price Work: Work to be paid for on the basis of unit prices.

OO. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

PP. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by the Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

21 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer and/or Project Manager shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer/Project Manager shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer/Project Manager shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum if applicable) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

22 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer/Project Manager. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

23 Project Schedule. The Contractor, within ten (10) days after being awarded the Agreement, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the

anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and whether conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer/Project Manager's approval. The Architect/Engineer/Project Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

24 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum if applicable).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of all applicable design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site.

Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement or associated expenses from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with OSHA and Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of

equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or

Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be

borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
 - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
 - (f) Provide a quality control program as provided under Section 2.4.C above;
 - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
 - (h) Provide for travel to and from its home office to the Project Site and to those other places within Pinellas County as required by the Project;
 - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
 - (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents,

progress reports, as-built drawings, and other project related documents;

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
 - (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or
- (2) By mutual acceptance of a lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
 - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
 - (ii) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - (iii) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer/Project Manager approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

41 Subcontracts. Unless expressly authorized by Owner, Contractor is prohibited from utilizing subcontractors on this Project to perform the Work. At Contractor's request, Owner will consider approval of the use of a subcontractor. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor,

except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY.

The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

42 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or

Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

43 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

44 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

45 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are

disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change.

However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.8 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.9 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.10 Estimates for Changes. At any time, Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.11 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized where provided.

5.12 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number. If the Project does not require the retention of a licensed architect or engineer, Owner may designate a Project Manager to perform the administration and oversight duties assigned to the Architect/Engineer to the extent such duties do not require a licensed professional. As used herein, reference to Architect/Engineer shall include Project Manager, where a Project Manager is designated by the Owner.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the

Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

74 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

75 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the

drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

78 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his/her/its actions. Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Owner's procurement rules.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Mayor. The decision of the Mayor shall be the final and conclusive Owner decision subject to exclusive judicial review in circuit court as may be authorized by law.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI

PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict as a material inducement for Owner entering the Agreement. If, in the sole discretion of the Mayor or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, Mayor or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

11.6 Scrutinized Companies. Florida Statutes § 215.473 created the Scrutinized Companies with Activities in Sudan (SCAS) list and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector (SCAIPES) list. Pursuant to Florida Statutes § 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of a contract, is on either the SCAS or SCAIPES list, is ineligible for and may not submit a response for or enter into or renew a contract with the Town for goods and services of \$1million or more. To the extent the Town requires certification of eligibility, it shall be provided on the form promulgated by the Town and shall be submitted with the solicitation response or prior to commencement of the Work.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or because of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice: Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

(3) **Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.2 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.3 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner each of the following.

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with [REDACTED] as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the Contractor's obligations under the Contract Documents are in effect, Contractor shall cause, create or keep in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective,

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing Florida municipal corporation.
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.
- D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.
- E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.
- F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.
- G. During the pendency of the Work and while the obligations of the Owner

under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages

arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Owner's procurement rules.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

(14) **Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

TOWN OF REDINGTON BEACH

G. A. NICHOLS COMPANY

FRIENDSHIP PARK CONSTRUCTION AGREEMENT

SUPPLEMENTAL CONDITIONS

The following Supplemental Condition shall apply to the Construction Agreement for Stipulated Sum:

1. All concrete for the project shall be purchased by the Town using its tax-exempt status. The contractor shall reduce the cost of the project to the Town by the amount paid by the Town for concrete. The contractor shall select the concrete supplier.

TOWN OF REDINGTON BEACH

Resolution 2020-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT WITH G. A. NICHOLS, COMPANY FOR THE COMPLETION OF THE FRIENDSHIP PARK IMPROVEMENTS PROJECT, PROJECT NO. ITB 2019-01, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach, Florida has the authority to award a contract for the Friendship Park Improvements project; and

WHEREAS, the Town has rejected all bids received pursuant to Invitation to Bid 2019-01; and

WHEREAS, the Town has elected to proceed with the bid process as provided by Resolution 2016-04, which permits the Town to seek a contract on the open market at a cost less than the lowest bid in the competitive bidding process; and

WHEREAS, G. A. Nichols Company has submitted a competitive bid at a price lower than the lowest bid in the competitive bidding process; and

WHEREAS, pursuant to the award of bid, a contract has been drafted for the execution of said Friendship Park Improvements Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

Section 1: The Board of Commissioners is authorized and enters into an agreement with G. A. Nichols Company for the Friendship Park Improvements in the amount of \$44,118.00

Section 2: Said agreement is attached to this Resolution and made a part thereof.

Section 3: This Resolution shall become effective immediately upon its passage.

Section 4: All Resolutions and parts of Resolutions in conflict herewith are repealed.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 6th Day of May, 2020.

1 Attest:

2
3
4 By:

5 Missy Clarke, CMC, Town Clerk
6 Mayor

By:

Nick Simons,

7
8

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Steiermann					
Commissioner Will					
Vice Mayor Dorgan					
Mayor Simons					

9

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE TOWN CODE CONCERNING NUISANCES TO CORRECT INCONSISTENCIES AND SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) amended Chapter 12 of the Town Code as many portions of the Code dated back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, in attempting to enforce the provisions of Chapter 12 of the Town Code, a few inconsistencies and scrivener's errors were found; and

WHEREAS, in light of the foregoing, the Commission desires to amend those provisions of Chapter 12 that contain inconsistencies and scrivener's errors; and

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Beach, Florida, that:

Section 1. Article II of Chapter 12 of the Redington Beach Town Code is hereby amended to read as follows:

ARTICLE II. - ABATEMENT OF PUBLIC NUISANCES

Sec. 12-2. - Public nuisances declared.

The following conduct or conditions are declared to be public nuisances: Weeds, vines, bushes, grass, thistles or other plant material upon any occupied or vacant residential or commercial land within the town, including adjacent-rights-of-way in a manner, which create foul odors, includes nuisance exotic plants prohibited by law, create a fire hazard, impedes use of sidewalks, prevents access to water, gas or electric meters, harbor or allow for the propagation of rodents or mosquitos, creates a substantial visual obstruction for persons operating vehicles or bicycles on roads or bicycle lanes or, which allows grass or other ground cover to grow higher than twelve (12") ~~six~~-inches tall.

Sec. 12-32. - Excessive growth of weeds, grasses, turf, or other vegetation.

All owners, agents, custodians, lessees, and occupants of any lot, parcel of land, or premises with the town shall cut and keep cut all weeds, grasses, turf, underbrush, or other vegetation to a height not to exceed twelve ~~ten~~ (12") inches; shall edge and trim all grass abutting street curbing; and shall remove any cuttings, trimmings, trash, debris, refuse, filth or other offensive accumulation or noxious matter located upon such property.

Section 3. Article III of Chapter 12 of the Redington Beach Town Code is hereby amended to read as follows:

ARTICLE III. - TREES, AND VEGETATION

Sec. 12-58. Tree removal.

- (a) In furtherance of the protection of public safety and the avoidance of property damage, and so as to ensure the landscaping requirements in this code are complied with, no person or entity shall remove any trees measuring more than 12 feet above existing grade without first obtaining a tree removal permit from the town. The fee for such permit will be established by the board of commissioners from time to time. This section shall not apply to trees the town removes from town parks or trees located on residential property if the property owner obtains documentation from an International Society of Arboriculture certified arborist or licensed architect that the tree presents a danger to persons or property.
- (b) After an application is filed to remove a tree and all applicable requirements are complied with, a permit shall be issued if one or more of the following criteria is met:
 - 1. The tree presents a safety hazard to public or private property due to proximity to an existing structure. The applicant may provide a written report bearing the signature of a licensed engineer to support the application; or
 - 2. The tree is diseased, injured, or in declining condition with no reasonable assurance of regaining vigor, and the applicant provides a written report bearing the signature of a certified arborist; or
 - 3. The tree is located in an area where a structure or improvement will be placed, or which serves as an access point to a site, according to an approved plan and the applicant provides a written report bearing the signature of a licensed architect, licensed landscape architect, or licensed engineer providing a determination that the proposed structure, improvement, or access point cannot be reasonably redesigned to preserve the ~~Grand~~ tree; or
 - 4. The tree is within a site which has the minimum number of trees required by the town code and removal of the tree will allow the site to be used in a manner which is consistent and compatible with properties of the same use and similar size in the abutting blocks of the same zoning district; or
 - 5. The removal of the tree is reasonably necessary to allow solar access for the efficient operation of solar-dependent technologies including solar collection and solar hot water systems. The applicant shall provide supporting documentation from a solar collection and solar hot water system installer, or other credible source, such as a government agency with expertise in solar dependent technologies or licensed architect, licensed landscape architect or licensed engineer, confirming there is no reasonable alternative location for the equipment or reasonable option to trim the trees.

- (c) Decisions of the building code administrator to grant or deny a tree removal permit shall be appealable to the board of commissioners, which shall render a final decision on any such appeal.

Section 4. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 6. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 through 6 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 1st day of April, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 6th day of May, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

James Simons, Mayor

Missy Clarke, CMC, Town Clerk

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Steiermann					
Commissioner Will					
Vice Mayor Dorgan					
Mayor Simons					

Town of Redington Beach

Presentation of Audit Results
to Board of Commissioners

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC registered investment advisor



Create Opportunities

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Presentation Agenda

1

- Reports to be Delivered and Required Communications

2

- Financial Statement Overview



Create Opportunities



Reports to be Delivered and Required Communications

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors LLC, an SEC-registered investment adviser.

Reports to be Delivered

Independent
Auditors'
Report

Internal Control
Report

Management
Letter

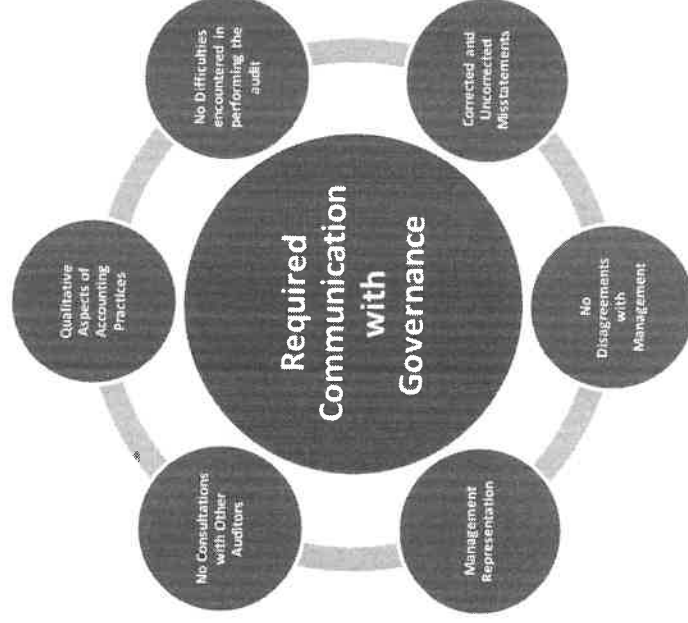
Examination
Report

Governance
Communication



Create Opportunities

Required Communications



Create Opportunities



Financial Statement Overview

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment Advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

CY to PY Larger Variances - Revenues

FS Line Item	2019 Balance	2018 Balance	Difference
Charges for Services	\$103,511	\$138,645	(\$35,134)
This decrease is driven by a one time code violation of \$31,500 in FY 2018.			
Grants and Contributions	\$1,016,074	\$640,950	\$402,466
The increase in grant and contribution revenues is primarily related to Penny for Pinellas funding for the Gulf Blvd Underground Project of \$800,000. This was offset in part by the end of the FEMA construction rebuild project very early in the current year.			
Property Taxes	\$837,316	\$791,188	\$46,128
Increase in taxable property values.			



CY to PY Larger Variances - Expenses

FS Line Item	2019 Balance	2018 Balance	Difference
General Government	\$376,490	\$312,910	\$63,580
Increase in legal services of approximately \$32,000. Also, there were other increases in wages and benefits, general services, and professional services.			
Physical Environment	\$928,396	\$502,298	\$426,098
Similarly to the increase in Grants and Contribution Revenue, the additional physical environment expense is primarily related to the Gulf Blvd. Undergrounding Project offset by the FEMA construction rebuild program that ended in early in the current year.			





Andrew Lafin, CPA

Principal

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813-384-2711

Brian Quinlin, CPA

Director

brian.quinlin@CLAconnect.com

863-385-1577



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CliftonLarsonAllen LLP
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Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Redington Beach, Florida (Town) as of and for the year ended September 30, 2019, and have issued our report thereon dated April 24, 2020. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2019.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of the uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The following summarizes the uncorrected misstatement of the financial statements.

- Beginning fund balance of the General Fund and beginning net position for Governmental Activities are understated by \$7,990 related to previous years defined contribution plan forfeitures.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated April 24, 2020.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Significant findings or issues that were discussed, or the subject of correspondence, with management

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year. There were no significant findings or issues arising from the audit that were discussed, or the subject of correspondence, with management.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the Budgetary Comparison Schedule – Capital Projects Fund (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated April 24, 2020.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the Honorable Mayor and Members of the Board of Commissioners and management of Town of Redington Beach, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Tampa, Florida
April 24, 2020

TOWN OF REDINGTON BEACH, FLORIDA

April 24, 2020

CliftonLarsonAllen LLP
201 North Franklin Street, Suite 2500
Tampa, FL 33602

This representation letter is provided in connection with your audit of the financial statements of the Town of Redington Beach, Florida (Town), which comprise the respective financial position of the governmental activities, the business-type activities, and each major fund as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of April 24, 2020, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 4, 2019, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We have identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions used in making those estimates, and we believe the estimates (including those measured at fair value) and the significant assumptions used in making those accounting estimates are reasonable.
5. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

April 24, 2020
CliftonLarsonAllen LLP
Page 2

6. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. The following summarizes the uncorrected misstatement of the financial statements.
 - Beginning fund balance of the General Fund and beginning net position for Governmental Activities are understated by \$7,990 related to previous years defined contribution plan forfeitures.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
10. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.
11. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.
12. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.
13. The methods and significant assumptions used to determine fair values of financial instruments are as follows: Level 2 investments are valued using quoted prices for similar assets in active markets. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
14. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
15. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.

Information Provided

1. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. Access to all audit or relevant monitoring reports, if any, received from funding sources.
2. All transactions have been recorded in the accounting records and are reflected in the financial statements.
3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others when the fraud could have a material effect on the financial statements.
5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
6. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.
7. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
9. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
11. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the Town, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
12. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
13. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
14. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.
15. We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards or state financial assistance during the period of this audit. No federal award or state financial assistance, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources \$750,000 or more. For this representation, "award" means financial assistance and federal or state cost-reimbursement contracts that non-federal entities receive directly from federal or state awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.
16. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
17. There are component units, joint ventures with an equity interest, other joint ventures, jointly governed organizations, or other related organizations to be included in the financial statements.
18. The financial statements properly classify all funds and activities.
19. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

20. Components of net position (net investment in capital assets; restricted; and unrestricted) and fund balance (nonspendable; restricted; committed; assigned; and unassigned) are properly classified and, if applicable, approved.
21. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
22. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
23. Interfund balances have been appropriately classified and reported.
24. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.
25. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
26. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
27. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
28. We acknowledge our responsibility for presenting the Budgetary Comparison Schedule and Notes to the Budgetary Comparison Schedule (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.

April 24, 2020
CliftonLarsonAllen LLP
Page 6

29. As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.
30. We have evaluated the adequacy and results of the depreciation services performed and accept responsibility for the results. We acknowledge our responsibility for our depreciation schedules and have determined the methods and rates of depreciation and the salvage values used in the calculations. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your depreciation services; have made all significant management judgments and decisions; and have assumed all management responsibilities. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

Examination Services

In connection with your examination of the Town's compliance with Section 218.415, Florida Statutes, regarding investments, ("the specified requirements") for the year ended September 30, 2019, for the purpose of expressing an opinion on the Town's compliance with the specified requirements, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. The Town complied with the specified requirements for the year ended September 30, 2019.
2. We are responsible compliance with the specified requirements and for our assertion that we have complied with the specified requirements for the year ended September 30, 2019.
3. We are responsible for establishing and maintaining effective internal control over compliance.
4. We have performed an evaluation of the Town's compliance with the specified requirements.
5. All relevant matters are reflected in the evaluation of the compliance with the specified requirements.
6. Florida Statutes specifies the criteria. We are responsible for determining that such criteria are appropriate for our purposes.
7. There have been no matters contradicting, or that may contradict, the investments and we have disclosed to you all communications from regulatory agencies affecting the investments.
8. There have been no communications from regulatory agencies, internal auditors, other independent practitioners or consultants, or others regarding possible noncompliance with the specified requirements, including communications received between September 30, 2019 and April 24, 2020.
9. We have provided access and made available to you all information, records, and personnel that we believe are relevant to the Town's compliance with the specified requirements.

April 24, 2020
CliftonLarsonAllen LLP
Page 7

10. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud and noncompliance with laws or regulations relevant to the investments.
11. We are not aware of any deficiencies in internal control relevant to the specified requirements.
12. We have no knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the specified requirements involving management, employees who have significant roles in internal control, or others where the fraud or noncompliance could have an effect on the Town's compliance with the specified requirements, including any communications from employees, former employees, analysts, regulators, or others.
13. We have responded fully to all inquiries made to us by you during the engagement.
14. No events have occurred subsequent to September 30, 2019 that would have a material effect on the investments.
15. Your report is intended solely for the information and use of management, those charged with governance, and the Auditor General, State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

DocuSigned by:
Signature: James Nick Simons Title: Mayor
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DocuSigned by:
Signature: Missy Clarke Title: Town Clerk
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TOWN OF REDINGTON BEACH, FLORIDA
BASIC FINANCIAL STATEMENTS, SUPPLEMENTARY
INFORMATION, AND REGULATORY REPORTS
YEAR ENDED SEPTEMBER 30, 2019



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**TOWN OF REDINGTON BEACH, FLORIDA
TABLE OF CONTENTS
YEAR ENDED SEPTEMBER 30, 2019**

INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	4
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	10
STATEMENT OF ACTIVITIES	11
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	12
RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION	13
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	14
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	15
STATEMENT OF NET POSITION – PROPRIETARY FUND	16
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – PROPRIETARY FUND	17
STATEMENT OF CASH FLOWS – PROPRIETARY FUND	18
NOTES TO BASIC FINANCIAL STATEMENTS	19
REQUIRED SUPPLEMENTARY INFORMATION	
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND	33
NOTES TO BUDGETARY COMPARISON SCHEDULE – GENERAL FUND	34
OTHER SUPPLEMENTARY SCHEDULES	
BUDGETARY COMPARISON SCHEDULE – CAPITAL PROJECTS FUND	35

**TOWN OF REDINGTON BEACH, FLORIDA
TABLE OF CONTENTS
YEAR ENDED SEPTEMBER 30, 2019**

REGULATORY REPORTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	36
MANAGEMENT LETTER	38
INDEPENDENT ACCOUNTANTS' REPORT	40



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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Redington Beach, Florida (the Town), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise Town of Redington Beach, Florida's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the Town of Redington Beach, Florida as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information of the General Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

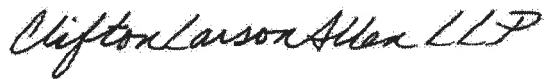
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Redington Beach, Florida's basic financial statements. The budgetary comparison information of the Capital Projects Fund is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The budgetary comparison information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 24, 2020, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Tampa, Florida
April 24, 2020

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

As management of the Town of Redington Beach (the Town), we offer readers of the Town's basic financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2019. As with other sections on this financial report, the information contained within this narrative should be considered as only a part of a greater whole and will mainly:

1. Focus on significant financial issues within the Town as of September 30, 2019;
2. Provide an overview of the Town's financial activity through September 30, 2019;
3. Identify any material deviations from the budgets as present and approved and subsequently closed at the end of the 2019 fiscal year; and
4. Focus on major funds (General Fund, Capital Projects Fund, Stormwater Utility Fund) and identify/discuss issues and/or concerns as to each fund.

Financial Highlights

- The assets of the Town of Redington Beach exceeded its liabilities at September 30, 2019, by \$10,974,720 (net position).
- The Town's total net position increased by \$456,892 (4.3%) during the year ended September 30, 2019. The governmental net position increased by \$492,725 (7.4%) and the business type net position decreased by \$35,833 (-0.9%) during the year ended September 30, 2019.
- Total revenues for the Town increased significantly by \$476,309 (22.4%) primarily due to an increase in operating grants and contributions for the Gulf Boulevard Project.

Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private sector business:

The *statement of net position* presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

Overview of Financial Statements (Continued)

Government-Wide Financial Statements (Continued)

The government-wide financial statements distinguish functions of the Town that are principally supported by property taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The government activities of the Town include general government, public safety, public works, physical environment, and transportation. The business-type activities of the Town include stormwater management.

The government-wide financial statements can be found on pages 10 to 11 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town used fund accounting to ensure and demonstrate compliance with financial-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds – Governmental funds include the General Fund and the Capital Projects Fund and are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluation of the Town's near-term financing requirements and can be found on pages 12 to 15.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. These reconciliations are on pages 13 and 15.

Proprietary fund – The proprietary fund includes the Stormwater Utility Fund (an enterprise fund) which is used to account for operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including depreciation) of providing services to the general public on a continuing basis are financed through user charges. The accrual basis of accounting is used for enterprise funds. The basic proprietary fund financial statements can be found on pages 16 to 18 of this report.

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

Overview of Financial Statements (Continued)

Notes to Basic Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 19 to 32 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's budget process. The Town adopts an annual expenditures budget for all governmental funds. A budgetary comparison statement has been provided for the General Fund as required supplementary information. The required supplementary information can be found on page 33.

Statement of Net Position

The following table presents a summary of the Town's net position for the fiscal year ended September 30, 2019, compared to September 30, 2018. The summary reflects a positive financial position based on the key measures described below.

**Statement of Net Position
September 30,**

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
ASSETS						
Current Assets	\$ 4,937,011	\$ 4,311,748	\$ 855,664	\$ 770,399	\$ 5,792,675	\$ 5,082,147
Capital Assets (Net)	2,239,590	2,323,380	3,005,756	3,128,781	5,245,346	5,452,161
Total Assets	7,176,601	6,635,128	3,861,420	3,899,180	11,038,021	10,534,308
LIABILITIES						
Current Liabilities	62,703	13,955	598	2,525	63,301	16,480
NET POSITION						
Invested in Capital Assets	2,239,590	2,323,380	3,005,756	3,128,781	5,245,346	5,452,161
Restricted	1,743,305	1,533,103	855,066	767,874	2,598,371	2,300,977
Unrestricted	3,131,003	2,764,690	-	-	3,131,003	2,764,690
Total Net Position	\$ 7,113,898	\$ 6,621,173	\$ 3,860,822	\$ 3,896,655	\$ 10,974,720	\$ 10,517,828

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by \$10,974,720 as of September 30, 2019. The largest portion of the Town's net position reflects its investment in capital assets, (e.g. land, infrastructure, buildings and improvements, vehicles, furniture and equipment). The Town uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. The unrestricted net position of the Town increased by \$366,313 to \$3,131,003, as of September 30, 2019. Unrestricted net position may be available for appropriation.

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

Government-Wide Financial Analysis

Statement of Activities

Statement of Activities: The Town's total revenues increased by \$476,039 (22.4%) from the prior year. The total cost of all programs and services (total expenses) increased by \$487,975 (29.6%). The increase in total revenues and expenses is directly related to the increase of grant revenue and related infrastructure expense for the Gulf Boulevard Undergrounding Project through the Pennies for Pinellas Program. The following table presents a summary of the changes in net position for the fiscal year ended September 30, 2019, compared to 2018.

**Change in Net Position
Years Ended September 30,**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2019	2018	2019	2018	2019	2018
REVENUES						
Program Revenues:						
Charges for Services	\$ 6,707	\$ 42,769	\$ 96,804	\$ 95,876	\$ 103,511	\$ 138,645
Operating Grants and Contributions	1,016,074	613,608	-	-	1,016,074	613,608
General Revenues:						
Property Taxes	837,316	791,188	-	-	837,316	791,188
Sales and Use Taxes	197,471	189,238	-	-	197,471	189,238
Franchise Fees	139,947	127,078	-	-	139,947	127,078
Utility Taxes	182,246	171,953	-	-	182,246	171,953
State Revenue Sharing	37,082	35,959	-	-	37,082	35,959
Investment Income	56,149	40,073	8,534	5,742	64,683	45,815
Miscellaneous	15,819	4,571	215	-	16,034	4,571
Total Revenues	2,488,811	2,016,437	105,553	101,618	2,594,364	2,118,055
EXPENSES						
Program Activities:						
Primary Government:						
Activities:						
General Government	376,490	312,910	-	-	376,490	312,910
Culture and Recreation	123,085	142,598	-	-	123,085	142,598
Public Safety	404,807	389,226	-	-	404,807	389,226
Public Works	129,970	126,374	-	-	129,970	126,374
Physical Environment	928,396	502,298	-	-	928,396	502,298
Transportation	33,338	35,342	-	-	33,338	35,342
Business-Type Activities:						
Stormwater Utility	-	-	141,386	140,749	141,386	140,749
Total Expenses	1,996,086	1,508,748	141,386	140,749	2,137,472	1,649,497
Change in Net Position	492,725	507,689	(35,833)	(39,131)	456,892	468,558
Net position - beginning of year	6,621,173	6,113,484	3,896,655	3,935,786	10,517,828	10,049,270
Net position - end of year	\$ 7,113,898	\$ 6,621,173	\$ 3,860,822	\$ 3,896,655	\$ 10,974,720	\$ 10,517,828

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

Government-Wide Financial Analysis (Continued)

Statement of Activities (Continued)

Governmental Activities: The following list represents the three major costs associated with the Town's functional activities:

- Net Results of Activities, which will impact (increase/decrease) current assets and unrestricted net position
- Spending of Current Assets on Capital Assets, which will reduce current assets and increase capital assets and will reduce unrestricted net position and increase amounts invested in capital assets
- Reduction of Capital Assets through Depreciation, which will reduce capital assets and invested in capital assets, net of debt

Governmental Fund Budgetary Highlights

There were no significant changes in amounts budgeted compared to actual for expenditures within the General Fund. Significant budgetary increases were noted for the following: \$9,100 in housing development, and \$16,100 in Town Clerk. These increases were offset by budgetary decreases of \$9,800 in legal, \$13,200 in administration.

Capital Assets

Depreciable capital asset additions of \$5,689 were due to assets purchased in the General Fund. Refer to Note 3 for further details.

Financial Analysis of the Town's Funds

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds: Government funds provide information on near-term inflows, outflows, and balances of spendable resources. This information is useful in assessing the Town's financing requirements. In particular, unassigned fund balances may serve as a useful measure of the Town's net resources available for spending at the end of the fiscal year. The Town had an unassigned fund balance of \$2,240,600 at September 30, 2019.

Economic Factors and Next Year's Budget

The Town does not foresee any economic conditions that may adversely affect the Town's future financial position. The Town's primary recurring revenue source is Ad Valorem taxes and for fiscal year 2020, the millage rate stayed the same as 2019.

The Town will decrease both revenues and expenditures relating to the Gulf Boulevard Project, which was primarily a fiscal year 2019 project. The budget for the project in fiscal year 2020 is \$260,000 compared to fiscal year 2019 actual expenditures of \$910,000.

**TOWN OF REDINGTON BEACH, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2019**

Economic Factors and Next Year's Budget (Continued)

Subsequent to year end, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The Town is taking appropriate actions to mitigate any negative economic impacts. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year end and are still developing.

Financial Contact

The Town's financial statements are designed to present users (residents, taxpayers, customers, investors, creditors, elected and appointed officials) with a general overview of the Town's finances and to demonstrate the Town's accountability. If you have questions about the report or need additional financial information, contact the Town by writing to Town of Redington Beach Town Hall, 105 164th Avenue, Redington Beach, Florida 33708, or by calling 727.391.3875.

Honorable Tom Dorgan, Commissioner
Commissioner of Finance

Missy Clarke, Town Clerk
Finance Administrator

TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets:			
Cash	\$ 1,512,386	\$ 307,518	\$ 1,819,904
Investments	3,069,148	532,523	3,601,671
Accounts Receivable	328,704	15,623	344,327
Prepaid Items	26,773	-	26,773
Total Current Assets	<u>4,937,011</u>	<u>855,664</u>	<u>5,792,675</u>
Capital Assets:			
Nondepreciable	522,135	-	522,135
Depreciable, Net of Accumulated Depreciation	<u>1,717,455</u>	<u>3,005,756</u>	<u>4,723,211</u>
Total Capital Assets	<u>2,239,590</u>	<u>3,005,756</u>	<u>5,245,346</u>
Total Assets	7,176,601	3,861,420	11,038,021
LIABILITIES			
Current Liabilities:			
Accounts Payable	53,834	594	54,428
Accrued Liabilities	7,909	4	7,913
Unearned Revenue	960	-	960
Total Current Liabilities	<u>62,703</u>	<u>598</u>	<u>63,301</u>
Total Liabilities	<u>62,703</u>	<u>598</u>	<u>63,301</u>
NET POSITION			
Invested in Capital Assets	2,239,590	3,005,756	5,245,346
Restricted	1,743,305	855,066	2,598,371
Unrestricted	<u>3,131,003</u>	<u>-</u>	<u>3,131,003</u>
Total Net Position	<u>\$ 7,113,898</u>	<u>\$ 3,860,822</u>	<u>\$ 10,974,720</u>

See accompanying Notes to Basic Financial Statements.

TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2019

FUNCTION/PROGRAM ACTIVITIES	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Primary Government		
				Governmental Activities	Business-Type Activities	Total
Government Activities:						
General Government	\$ 376,490	\$ 3,540	\$ -	\$ (372,950)	\$ -	\$ (372,950)
Culture and Recreation	123,085	-	-	(123,085)	-	(123,085)
Public Safety	404,807	3,167	-	(401,640)	-	(401,640)
Public Works	129,970	-	-	(129,970)	-	(129,970)
Physical Environment	928,396	-	1,006,147	77,751	-	77,751
Transportation	33,338	-	9,927	(23,411)	-	(23,411)
Total Government Activities	1,996,086	6,707	1,016,074	(973,305)	-	(973,305)
Business-Type Activities:						
Stormwater Utility	141,386	96,804	-	-	(44,582)	(44,582)
Total Primary Government	\$ 2,137,472	\$ 103,511	\$ 1,016,074	(973,305)	(44,582)	(1,017,887)
GENERAL REVENUES						
Taxes:						
Property Taxes				837,316	-	837,316
Sales and Use Taxes				197,471	-	197,471
Franchise Fees				139,947	-	139,947
Utility Taxes				182,246	-	182,246
State Revenue Sharing				37,082	-	37,082
Investment Income				56,149	8,534	64,683
Miscellaneous				15,819	215	16,034
Total General Revenues				1,466,030	8,749	1,474,779
CHANGE IN NET POSITION				492,725	(35,833)	456,892
Net Position - Beginning of Year				6,621,173	3,896,655	10,517,828
NET POSITION - END OF YEAR				\$ 7,113,898	\$ 3,860,822	\$ 10,974,720

See accompanying Notes to Basic Financial Statements.

TOWN OF REDINGTON BEACH, FLORIDA
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019

	General	Capital Projects	Total
ASSETS			
Cash	\$ 863,491	\$ 648,895	\$ 1,512,386
Investments	2,144,193	924,955	3,069,148
Accounts Receivable	54,231	274,473	328,704
Prepaid Items	26,773	-	26,773
	<u>26,773</u>	<u>-</u>	<u>26,773</u>
Total Assets	<u>\$ 3,088,688</u>	<u>\$ 1,848,323</u>	<u>\$ 4,937,011</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 6,361	\$ 47,473	\$ 53,834
Accrued Liabilities	7,909	-	7,909
Unearned Revenue	960	-	960
Total Liabilities	<u>15,230</u>	<u>47,473</u>	<u>62,703</u>
FUND BALANCES			
Nonspendable	26,773	-	26,773
Restricted	-	1,743,305	1,743,305
Committed	806,085	-	806,085
Assigned	-	57,545	57,545
Unassigned	2,240,600	-	2,240,600
Total Fund Balances	<u>3,073,458</u>	<u>1,800,850</u>	<u>4,874,308</u>
Total Liabilities and Fund Balance	<u>\$ 3,088,688</u>	<u>\$ 1,848,323</u>	<u>\$ 4,937,011</u>

See accompanying Notes to Basic Financial Statements.

**TOWN OF REDINGTON BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2019**

Fund Balances - Total Governmental Funds	\$ 4,874,308
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Amounts reported for governmental activities in the
statement of net position are different because:

Capital assets used in governmental activities are not
financial resources and, therefore, are not reported
in the governmental funds.

Governmental Capital Assets	\$ 3,744,578		
Less: Accumulated Depreciation	<u>(1,504,988)</u>		<u>2,239,590</u>

Net Position of Governmental Activities	\$ <u>7,113,898</u>
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See accompanying Notes to Basic Financial Statements.

**TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2019**

	General	Capital Projects	Total
REVENUES			
Property Taxes	\$ 837,316	\$ -	\$ 837,316
Sales and Use Taxes	20,300	185,878	206,178
Franchise Fees	139,947	-	139,947
Utility Taxes	182,246	-	182,246
Licenses and Permits	3,540	-	3,540
Intergovernmental Revenues	162,970	881,479	1,044,449
Fines and Forfeitures	3,167	-	3,167
Investment Income	41,228	14,921	56,149
Miscellaneous Revenues	15,386	433	15,819
Total Revenues	<u>1,406,100</u>	<u>1,082,711</u>	<u>2,488,811</u>
EXPENDITURES			
Current:			
General Government	330,857	-	330,857
Public Safety	394,963	-	394,963
Public Works	111,180	-	111,180
Transportation	27,970	-	27,970
Physical Environment:			
Housing and Development	18,804	-	18,804
Road and Streets	-	909,592	909,592
Culture and Recreation	113,241	-	113,241
Capital Outlay	5,689	-	5,689
Total Expenditures	<u>1,002,704</u>	<u>909,592</u>	<u>1,912,296</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	403,396	173,119	576,515
OTHER FINANCING SOURCES (USES)			
Transfers In	-	48,838	48,838
Transfers Out	(48,838)	-	(48,838)
Total Other Financing Sources (Uses)	<u>(48,838)</u>	<u>48,838</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	354,558	221,957	576,515
Fund Balances - Beginning of Year	<u>2,718,900</u>	<u>1,578,893</u>	<u>4,297,793</u>
FUND BALANCES - END OF YEAR	<u>\$ 3,073,458</u>	<u>\$ 1,800,850</u>	<u>\$ 4,874,308</u>

See accompanying Notes to Basic Financial Statements.

**TOWN OF REDINGTON BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2019**

Net Change in Fund Balances - Total Governmental Funds	\$ 576,515
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Capital Outlay	5,689
Less: Depreciation	(89,479)
	(83,790)

Change in Net Position of Governmental Activities	\$ 492,725
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**TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2019**

	Stormwater Utility Fund
ASSETS	
Current Assets:	
Cash	\$ 307,518
Investments	532,523
Accounts Receivable	15,623
Total Current Assets	<u>855,664</u>
Noncurrent Assets:	
Capital Assets:	
Depreciable, Net of Accumulated Depreciation	<u>3,005,756</u>
Total Assets	3,861,420
LIABILITIES	
Accounts Payable	594
Accrued Liabilities	4
Total Current Liabilities	<u>598</u>
NET POSITION	
Invested in Capital Assets	3,005,756
Restricted	<u>855,066</u>
Total Net Position	<u><u>\$ 3,860,822</u></u>

See accompanying Notes to Basic Financial Statements.

TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUND
YEAR ENDED SEPTEMBER 30, 2019

	<u>Stormwater Utility Fund</u>
OPERATING REVENUES	
User Charges	\$ 96,804
Miscellaneous Income	<u>215</u>
Total Operating Revenues	97,019
 OPERATING EXPENSES	
Contract Services, Maintenance, and Other	18,361
Depreciation	<u>123,025</u>
Total Operating Expenses	<u>141,386</u>
 OPERATING LOSS	(44,367)
 NONOPERATING REVENUES	
Investment Income	<u>8,534</u>
Total Nonoperating Revenues	<u>8,534</u>
 CHANGE IN NET POSITION	(35,833)
 Net Position - Beginning of Year	<u>3,896,655</u>
 NET POSITION - END OF YEAR	<u><u>\$ 3,860,822</u></u>

See accompanying Notes to Basic Financial Statements.

**TOWN OF REDINGTON BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
YEAR ENDED SEPTEMBER 30, 2019**

	Stormwater Utility Fund
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Received from Customers	\$ 96,891
Cash Paid to Suppliers for Goods and Services	(20,288)
Net Cash Provided by Operating Activities	<u>76,603</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of Investments	(8,748)
Interest Earnings on Investments	8,534
Net Cash Used by Investing Activities	<u>(214)</u>
NET INCREASE IN CASH	76,389
Cash at Beginning of Year	<u>231,129</u>
CASH AT END OF YEAR	<u><u>\$ 307,518</u></u>
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Operating Loss	\$ (44,367)
Adjustments to Reconcile Operating Loss to Net Cash Provided by Operating Activities:	
Depreciation	123,025
Changes in Operating Assets and Liabilities:	
Increase in Account Receivable	(128)
Decrease in Accounts Payable	(1,419)
Decrease in Accrued Liabilities	(508)
Total Adjustments	<u>120,970</u>
Net Cash Provided by Operating Activities	<u><u>\$ 76,603</u></u>

See accompanying Notes to Basic Financial Statements.

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the Town of Redington Beach, Florida (the Town), have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board of the Financial Accounting Foundation (GASB) is the standard-setting body for governmental accounting and financial reporting. The more significant accounting policies established GAAP and used by the Town is discussed below.

Reporting Entity

The Town is a municipal corporation that was established in 1945 by voter adoption of a charter for the Town under Laws of Florida 1945, Chapter 23513. An updated charter was approved at referendum on September 7, 1976. The Town has approximately 830 households with a total population of approximately 1,560. The Town is located within Pinellas County, Florida, on a barrier island between the Gulf of Mexico and the Intracoastal Waterway, bordered by North Redington Beach to the north and Madeira Beach to the south. The Town is noted primarily as a waterfront residential community.

The financial reporting entity consists exclusively of the Town as the primary government. There are no entities accountable or dependent upon the Town.

Financial accountability is defined as the appointment of a voting majority to an organization's board which either displays the ability to impose its will on that organization or the possibility that the Organization will impose or provide a financial burden or benefit to the primary government. Consequently, on these criteria, there are no component units to include in the Town's basic financial statements.

Basis of Presentation

The Town's basic financial statements include both the government-wide (reporting the Town as a whole) and fund financial statements (reporting the Town's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type.

Government-Wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and Town general revenues, from business-type activities, generally financed in a whole or in part with fees charged to external customers.

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation (Continued)

Government-Wide Financial Statements (Continued)

The statement of net position reflects, on a full accrual basis, all long-term assets and receivables as well as long-term liabilities. The statement of activities presents the direct cost for each functional activity and applies program revenues to arrive at a net cost for the identified functions. There are no indirect costs for allocation. Program revenues must be directly associated with the government function or business-type activity. Operating grants and contributions include operating-specific and discretionary grants and contributions, while the capital grants and contributions column reflects capital-specific grants and contributions. General revenues of the Town further support the overall combined net costs of governmental functions. Additional sources of revenues include state revenue sharing, investment and other miscellaneous sources of income.

Fund Financial Statements

In order to ensure observance of limitations and restrictions on the use of the resources available, the financial records and accounts are maintained in accordance with the principles of fund accounting. The financial transactions of the Town are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, fund balance, revenues and expenditures or expenses.

The Fund Financial Statements are presented to emphasize the major funds of the Town. Fund financial statements are prepared on the modified accrual basis for governmental activities and the accrual basis for business-type activities, as described below.

Fund financial statements are provided for governmental and proprietary funds. Major governmental funds and the major proprietary fund are presented as separate columns in the fund financial statements.

The Town presents the following major governmental funds:

General Fund is the government's primary reporting vehicle for current government operations. It accounts for all financial resources not required by law or administrative action to be accounted for in another fund.

Capital Projects Fund is designed to account for the accumulation of funds that are restricted, committed or assigned to be used for the acquisition or construction of major projects and improvements.

The Town presents the following major proprietary fund:

Stormwater Utility Fund accounts for the activities of the stormwater system.

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting and Measurement Focus

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the basic financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

Accrual Basis of Accounting

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when incurred, regardless of the timing of related cash flows. Operating revenues and expenses of the proprietary funds are defined as revenues or expenses related to the provision of the applicable service. Nonoperating revenues and expenses include items unrelated to the provision of services.

Modified Accrual Basis of Accounting

Under the modified accrual basis, revenues are recognized in the accounting period when they become measurable and available (susceptible to accrual).

Measurable means the amount of the transaction can be determined.

Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if collected within 60 days of the end of the current fiscal period, with the exception of grant revenues which is within 9 months of the end of the current fiscal period.

Measurement Focus

The governmental-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting.

Deposits and Investments

The Town maintains a pooled cash account that is available for use by all funds. Each fund's portion of this pool is presented as cash in the financial statements. The Town has a savings account that is available for use by all funds for investment purposes. Each funds' portion of this pool is presented as investments in the financial statements. Interest income earned as a result of pooling is distributed monthly to the appropriate funds based on average daily balances.

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits and Investments (Continued)

In addition, nonpooled investments are held by several of the Town's funds consisting of certificates of deposits placed in a brokerage account, deposits in the Local Government Surplus Trust Fund Investment Pool administered by FL State Board of Administration (SBA), and deposits in the Florida Surplus Asset Fund Trust (FL SAFE) Investment Pool administered by PMA Financial Network.

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral for their deposits of public funds.

This pool is provided as additional insurance to the Federal depository insurance and allows for additional assessments against the member institutions providing full insurance for public deposits. The Town had deposits only with qualifying institutions as of September 30, 2019.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets are, reported in the applicable governmental or business type activities columns in the government-wide financial statements. Capital assets acquired or constructed in excess of \$1,000 are recorded at historical cost, including all infrastructure assets (roads, bridges, and streets). Infrastructure assets were retroactively reported at estimated historical cost. Donated assets are recorded at acquisition value as of the date received.

Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repair and maintenance are expensed as incurred.

Depreciation on all assets is provided on a straight-line basis over the following estimated useful lives:

Buildings	40 Years
Improvements	15 to 40 Years
Infrastructure	20 to 40 Years
Furniture and Fixtures	10 Years
Equipment	3 to 7 Years
Vehicles	5 Years
Data Processing Equipment	3 Years

Compensated Absences

Employees are not able to accrue and carryover vacation balances. Vacation leave will be paid to an employee upon separation from employment based on hours earned but unused for the year. Earned sick leave can be accumulated up to a maximum of 480 hours. Sick leave will be paid to an employee upon separation from employment at 1/3 of the unused sick leave.

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Postretirement Health and Life Insurance Benefits

The Town does not provide any direct postretirement health and life insurance benefits. As required by Florida Statute 112.0801, retirees are able to buy healthcare coverage at the same group insurance rates that current employees are charged. However, retirees must pay for the entire cost of medical coverage. Currently, there are no retirees participating in the Town's group insurance plan.

Net Position/Fund Balances

Net position in government-wide and proprietary fund financial statements are classified as net invested in capital assets; restricted; and unrestricted. Restricted net position represents constraints on resources that are either externally imposed by creditors, grantors, contributors, laws, or regulations of other governments or imposed by law through State statute.

In the governmental fund financial statements, fund balance is comprised of five classifications designed to disclose the hierarchy of constraints place on how fund balance can be spent. The governmental fund types classify fund balances as follows:

- **Nonspendable**: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or; (b) legally contractually required to be maintained intact.

In addition to the nonspendable fund balance, below is the hierarchy of spendable fund balances, based on spending constraints.

- **Restricted**: Amounts that can be spent only for the specific purposes stipulated by: (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation; e.g. Penny for Pinellas are budgeted and reported in the capital projects fund.
- **Committed**: Amounts that can be used only for the specific purposes determined by a formal action of the Town's Board of Commissioners, the Town's highest level of decision-making authority. Commitment of fund balance may be made from time to time by resolution of the Town Commission. Commitments can be changed or lifted on by the Town Commission taking the same formal action that imposed the constraint originally (resolution). The use (appropriation) of committed fund balances is considered in conjunction with the annual budget adoption process or by budget amendment approved by resolution of the Town Commission during the fiscal year.

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position/Fund Balances (Continued)

- **Assigned:** Assignment of fund balance may be (a) made for a specific purpose that is narrower than the general purposes of the government itself; and/or (b) used to reflect the appropriation of a portion of existing assigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess or expected expenditures over expected revenues. Assigned fund balance shall reflect management's intended use of resources as set forth in the annual budget (and any amendments thereto). Assigned fund balance may or may not be appropriated for expenditures in the subsequent year depending on timing of the project/reserve for which it was assigned.
- **Unassigned:** Unassigned fund balance is the residual classification for the General Fund and represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Although not a formal policy, when both restricted and unrestricted resources are available for use, it is the Town's intent to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, and unassigned resources are available for use, it is the Town's intent to use committed or assigned resources first, and then unassigned resources as they are needed.

Interfund Activity

Interfund loans not expected to be repaid within a reasonable period are reclassified as transfers. Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in the funds in accordance with budgetary authorizations.

For the year ended September 30, 2019, the General Fund transferred \$48,838 to the Capital Projects Fund to assist in funding various projects.

Property Taxes

The Pinellas County Tax Collector bills and collects all property taxes levied within the county. Ad valorem taxes are levied annually on property values as of January 1, and are based upon the final millage rate adopted by the Town's Board of Commissioners. The taxes are generally due November 1 and become delinquent April 1 of the following year at which time they become a lien. The Pinellas County Tax Collector sells tax certificates on May 15. Taxes are budgeted and recognized as revenues in the fiscal year during which the taxes are billed and substantially collected.

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Summary Disclosure of Significant Contingencies

The Town has received proceeds from Federal and State grants. Periodic audits of these grants are required and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant monies to the grantor agencies. Management believes that any required refunds will be immaterial. No provision has been made in the accompanying financial statements for the refund of grant monies.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 CASH AND INVESTMENTS

At September 30, 2019, the bank balances of the Town's deposits totaled \$1,824,339.

The following is a reconciliation of deposits and investments to amount shown on the statement of net position.

Deposits	\$ 1,819,804
Cash on Hand	100
Investments	3,601,671
Total	<u>\$ 5,421,575</u>
Cash	\$ 1,819,904
Investments	3,601,671
	<u>\$ 5,421,575</u>

Fair Value

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Debt and equity securities classified as Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified as Level 2 of the fair value hierarchy are valued using quoted prices for similar assets in active markets. The Town had the following fair value measurements as of September 30, 2019:

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Fair Value (Continued)

	Fair Value	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investment by Fair Value Level:				
Certificates of Deposit	\$ 1,450,297	\$ -	\$ 1,450,297	\$ -
Investments Measured at Amortized Cost:				
Short-Term Investments:				
Florida PRIME	4,481			
Florida SAFE	1,934,611			
Savings Account	212,282			
Total Investments	<u>\$ 3,601,671</u>			

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. At September 30, 2019, all of the Town's excess cash was invested in certificates of deposit, Florida PRIME, FL SAFE, or in a savings account. The Town's investment policy requires that investments shall have a maturity of no greater than five years from the time of purchase. The Town did not have any investments that exceeded the required time to maturity.

Credit Risk

Credit quality risk results from potential default of investments that are not financially sound. Both the Florida PRIME and Florida SAFE were rated AAam by Standard and Poor's at September 30, 2019.

Custodial Credit Risk

Custodial credit risk is the risk that the Town will not be able to recover deposits or the value of investments in the event of the failure of a depository financial institution or a third-party holding the investment securities.

All deposit accounts of the Town are placed in banks that qualify as a public depository, as required by law (Florida Security for Public Deposits Act, Chapter 280, Florida Statutes). Chapter 280 of the Florida Statutes provides that qualified public depositories must maintain eligible collateral having a market value equal to 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held by the depository during the 12 months immediately preceding the date of any computation of the balance. As such, the depository is not required to hold collateral in the Town's name, nor specify which collateral is held for the Town's benefit.

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Custodial Credit Risk (Continued)

The Public Deposit Security Trust Fund, as created under the laws of the State of Florida, would be required to pay the Town for any deposits not covered by depository insurance or collateral pledged by the depository as previously described. Florida Statutes and the Town's investment policy authorize the Town to use interest bearing time deposit, savings accounts, and money market accounts in qualified public depositories. All deposits are entirely insured.

The Town invests funds throughout the year with Florida PRIME, an investment pool administered by the SBA, under the regulatory oversight of the State of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form. Throughout the year and as of September 30, 2019, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three month LIBOR rates. These investments represented 36.7% of the Florida PRIME's portfolio at September 30, 2019.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

The weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2019 was 37 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2019 was 85 days. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's. On September 30, 2019, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Custodial Credit Risk (Continued)

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2019, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

The Town's investment pool also includes the Florida Surplus Asset Fund Trust (Florida SAFE Investment Pool) is a common law trust organized in 2007 under the laws of the State of Florida. The trust is administered by Prudent Man Advisors, Inc. and an elected five member Board of Trustees that oversees all actions and decides on general policies. The trust includes a liquid money market-like investment called the "FL SAFE Fund" and one or more Term Series portfolios that have a fixed duration. Participants in the trust may invest in the Fund and any Term Series portfolios and in a value-added program called the "Fixed Income Investment Program," through which the participants may purchase investments for their own portfolio. The Fund is accounted as a Stable Net Position Value investment pool.

As of September 30, 2019, FL SAFE investment pool weighted average maturity in days was 37 days. Florida SAFE meets all of the necessary criteria to elect to measure all of the investments in Florida SAFE at amortized cost, as a cash equivalent.

Concentration of Credit Risk

The Town's investment policy establishes limitations on portfolio composition, both by investment type and individual security. The following maximum limits are guidelines established for diversification by investment:

<u>Investment Type</u>	<u>Maximum (%)</u>	<u>Individual Issue (%)</u>
U.S. Treasury Securities	100%	100%
U.S. Agency Securities	100	100
Bank Deposits	50	100
Certificates of Deposit	90	20

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 CHANGES IN CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2019, was as follows:

	Balance September 30, 2018	Additions	Disposals	Balance September 30, 2019
Governmental Activities:				
Nondepreciable Assets:				
Land	\$ 522,135	\$ -	\$ -	\$ 522,135
Depreciable Assets:				
Buildings	523,198	-	-	523,198
Improvements	2,474,490	5,689	-	2,480,179
Equipment	219,066	-	-	219,066
Total	3,738,889	5,689	-	3,744,578
Less: Accumulated Depreciation for:				
Buildings	(288,926)	(12,419)	-	(301,345)
Improvements	(990,157)	(62,449)	-	(1,052,606)
Equipment	(136,426)	(14,611)	-	(151,037)
Total Accumulated Depreciation	(1,415,509)	(89,479)	-	(1,504,988)
Governmental Activities Capital Assets, Net	<u>\$ 2,323,380</u>	<u>\$ (83,790)</u>	<u>\$ -</u>	<u>\$ 2,239,590</u>
Business-Type Activities:				
Depreciable Assets:				
Stormwater	\$ 4,833,644	\$ -	\$ -	\$ 4,833,644
Total	4,833,644	-	-	4,833,644
Less: Accumulated Depreciation for:				
Stormwater	(1,704,863)	(123,025)	-	(1,827,888)
Business-Type Activities Capital Assets, Net	<u>\$ 3,128,781</u>	<u>\$ (123,025)</u>	<u>\$ -</u>	<u>\$ 3,005,756</u>

Depreciation expense was charged to governmental functions as follows:

	Amount
General Government	\$ 45,633
Culture and Recreation	9,844
Public Safety	18,790
Public Works	5,368
Transportation	9,844
Total Depreciation Expense	<u>\$ 89,479</u>

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 4 RETIREMENT PLAN

Florida Municipal Pension Trust Fund

For employees hired prior to January 1, 1996, the Town contributed to the Florida Retirement System (FRS), a cost-sharing multiple-employer defined benefit pension plan administered by the FSBA, Division of Retirement. Then, the Town, in accordance with Florida Statute 121, elected to opt out of the FRS for newly hired employees effective January 1, 1996. The Town contributes to the Florida Municipal Pension Trust Fund (FMPTF), an agent multiple-employer defined contribution pension plan that covers all full time employees as of the first day in October (calendar date) following the date of hire, and is administered by Florida League of Cities, Inc. FMPTF provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Sections 121 and 185, Florida Statutes, assign the authority to establish and amend the benefit provisions of the plans that participate in FMPTF to the respective employer entities; for the Town of Redington Beach this is the Town Commission.

Florida League of Cities, Inc., issues a publicly available financial report that includes financial statements and required supplementary information for the FMPTF. That report may be obtained by writing to Florida League of Cities, Inc., 301 South Bronough Street, Suite 300, Tallahassee, Florida 32301 or by calling 800.342.8112. FMPTF members may voluntarily contribute up to 10% of their eligible salary. The Town is required by state statute to contribute 8% of eligible wages on a monthly basis, but currently contributes 10% of eligible wages. Contributions of \$18,143, \$17,361, and \$16,227, were made to FMPTF for the years ended September 30, 2019, 2018, and 2017, respectively.

NOTE 5 RISK MANAGEMENT

The Town is subject to losses in the normal course of operations resulting from general liability, property and casualty, workers' compensation, employee health and accident, environmental and antitrust matters. The Town has purchased commercial insurance to protect against property loss as a result of flooding, except for the public works building, and employee health losses. The Town participates in the Florida Municipal Liability Self Insurers Program for purposes of protecting against workers' compensation losses; real and personal property losses; automobile damage; and general liability, including malpractice and errors and omissions.

The Florida Municipal Liability Self Insurers Program is a risk pool that assumes the risk of loss for all participating members. The members are subject to additional premium assessments in the event that the risk pool required additional funding to satisfy all claims. The Town has not been assessed any additional insurance premiums during the year ended September 30, 2019, nor is the Town aware of any contingent assessments.

The Town does not self-insure against any risks. To the extent that the Town has purchased commercial insurance, all risk of loss has been transferred to the insurance underwriter. For each type of insurance coverage described above, there have been no significant reductions in insurance coverage from the prior year. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 6 COMMITMENTS

Public Library

Annually, the Town contracts with the Gulf Beaches Public Library, Inc. to provide library services. The annual cost is payable quarterly and is based upon the membership ratio with four other communities. The last multi-year contract with the Town expired on September 30, 2018. However, the relationship has continued on a month to month basis until a new contract can be executed. Expenditures for the year ended September 30, 2019, were \$31,234.

Law Enforcement Service

Annually, the Town contracts with the Pinellas County Sheriff's Office to provide law enforcement services. The most recent agreement approved on July 3, 2019, is effective for the year commencing October 1, 2019 through September 30, 2020. Terms of the agreement will not exceed annual contract total of \$262,795 to be paid in 12 month installments of \$21,899. Expenditures for the year ended September 30, 2019, were \$254,844.

Fire Suppression and EMS Services

Effective January 24, 2001, the Town entered into a 10-year contract with the nearby municipalities of the Town of Madeira Beach and Town of Seminole for fire suppression and EMS services. On January 6, 2009, this agreement was extended for another 10 years through 2021. Payments are due quarterly. The expenditure for the year ended September 30, 2019, was \$114,604.

Traffic Control Signals Maintenance Service

Effective October 1, 2013, the Town entered into an interlocal agreement with Pinellas County (County) to coordinate efforts to maintain traffic control signals and devices at all given locations. On August 1, 2018, the agreement was extended for 10 years, commencing October 1, 2018 and ending September 30, 2028. Compensation rates will be adjusted annually on October 1 based on the realized costs to the County. The Town shall make semi-annual payments to the County for the previous 6-month period (October-March and April-September).

**TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 7 FUND BALANCE REPORTING

The Town has classified its fund balances with the following hierarchy:

Nonspendable: The Town's nonspendable fund balance consists of prepaid expenditures in the General Fund totaling \$26,773.

Spendable: The Town has classified the spendable fund balances as Committed and Unassigned within the General Fund and Restricted within the Capital Projects Fund, and considered each to have been spent when expenditures are incurred.

- Restricted: The restricted fund balance within the Capital Projects Fund totaled \$1,743,305, and legally can only be spent on capital infrastructure projects to benefit the local community.
- Committed: The committed fund for the General Fund is \$806,085 and corresponds to amounts set by the Board of Commissioners for specific purposes such as: replacements of a dump truck for \$50,113, pick-up truck for \$19,741, tractor for \$6,172, seawall for \$61,392, maintenance of the Town Hall for \$371,845, maintenance of the Public Works building for \$203,752, Park Board Master Plan \$18,225, lawn mower for \$3,900, purchase playground equipment for \$20,452, storm debris collection activities for \$48,493, and flood and property insurance for \$2,000.
- Assigned: The assigned fund balance within the Capital Projects Fund totaled \$57,545, and is intended for capital improvement projects and construction of roads.
- Unassigned: The unassigned fund for the General Fund is \$2,240,600, and is available for spending at the Town's discretion.

NOTE 8 SUBSEQUENT EVENTS

Subsequent to year end, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Management believes the Town is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year end and are still developing.

TOWN OF REDINGTON BEACH, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

	Budgeted Amounts		2019	Variance with
	Original	Final	Actual	Final Budget
			Amount	Positive
				(Negative)
REVENUES				
Property and Use Taxes	\$ 835,156	\$ 835,156	\$ 837,316	\$ 2,160
Sales and Use Taxes	175,870	175,870	172,780	(3,090)
Franchise Fees	112,000	112,000	139,947	27,947
Utility Taxes	111,100	111,100	126,812	15,712
Licenses and Permits	3,800	3,800	3,540	(260)
State Revenue Sharing	27,049	27,049	28,375	1,326
Grant Revenues	19,500	19,500	37,549	18,049
Fines and Forfeitures	5,500	5,500	3,167	(2,333)
Investment Income	15,000	15,000	41,228	26,228
Miscellaneous Revenues	1,500	1,500	15,386	13,886
Total Revenues	1,306,475	1,306,475	1,406,100	99,625
EXPENDITURES				
General Government:				
Administration	108,599	95,399	93,459	1,940
Legal Counsel	75,000	65,200	61,157	4,043
Legislative	24,861	24,861	24,721	140
Town Clerk	138,542	154,642	151,520	3,122
Total General Government	347,002	340,102	330,857	9,245
Public Safety:				
Law Enforcement	256,544	256,544	255,024	1,520
Protective Services	26,850	26,850	25,335	1,515
Fire Protection	114,604	114,604	114,604	-
Total Public Safety	397,998	397,998	394,963	3,035
Public Works	117,003	115,003	111,180	3,823
Transportation	37,000	36,800	27,970	8,830
Housing Development	10,000	19,100	18,804	296
Library	31,234	31,234	31,234	-
Parks and Recreation	91,581	91,581	82,007	9,574
Total Culture and Recreation	122,815	122,815	113,241	9,574
Capital Outlay	-	-	5,689	(5,689)
Total Expenditures	1,031,818	1,031,818	1,002,704	29,114
OTHER FINANCING USES				
Replacement Reserves	(225,819)	(225,819)	-	225,819
Transfer Out	(48,838)	(48,838)	(48,838)	-
Total Other Financing Uses	(274,657)	(274,657)	(48,838)	225,819
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>354,558</u>	<u>\$ 354,558</u>
Fund Balance - Beginning of Year			2,718,900	
FUND BALANCE - END OF YEAR			<u>\$ 3,073,458</u>	

See accompanying Notes to Budgetary Comparison Schedule – General Fund.

TOWN OF REDINGTON BEACH, FLORIDA
NOTES TO BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

Budget and Budgetary Accounting

The Town follows these procedures in establishing the budgetary data reflected in the basic financial statements:

- a) Each department submit their budgets to the clerk for input into the financial software, the budget is then presented to the Town Commission for review. The Town Clerks submits a proposed property tax millage rate.
- b) Public hearings are conducted in August and September to obtain taxpayer comments on the proposed budget and property tax millage rate.
- c) The budget and property tax millage rate is approved by the Town Commission in September and adopted as a budget resolution.
- d) The budget is reviewed after the first six months of the fiscal year and any unusual and unforeseen changes are incorporated into the budget by a modifying resolution. This action requires the approval of the Town Commission. The legal level of budgetary control is the department level. The Town's department heads (management) are not permitted to amend the overall budget, but are permitted to make intradepartmental budget transfers without the approval of the Town Commission.
- e) Annual budgets were adopted for the following funds: General Fund, Capital Projects Fund, and Stormwater Utility Fund. The budget serves as legal authorization for all expenditures. Budgeted expenditures may not legally exceed appropriations on a departmental basis for the General Fund and on an individual fund basis for the Capital Projects Fund and Stormwater Utility Fund.
- f) All appropriations lapse at the end of the fiscal year. The Town does not use an encumbrance method of accounting for appropriations.
- g) Budgets for governmental fund types are adopted on a basis consistent with Generally Accepted Accounting Principles (GAAP), with one exception. Additions to replacement reserves are presented on the annual adopted budget as Other Financing Uses. However, under GAAP these additions are presented as increases in committed fund balance within the governmental fund balance sheet. The budget for the proprietary fund type (Stormwater Utility Fund) is adopted on a financial flow basis (depreciation is excluded) and as a result is not consistent with GAAP.

TOWN OF REDINGTON BEACH, FLORIDA
BUDGETARY COMPARISON SCHEDULE – CAPITAL PROJECTS FUND
YEAR ENDED SEPTEMBER 30, 2019
(SEE INDEPENDENT AUDITORS' REPORT)

	Budgeted Amounts		2019 Actual Amount	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Sales and Use Taxes	\$ 205,909	\$ 205,909	\$ 185,878	\$ (20,031)
Intergovernmental Revenues	1,550,346	1,550,346	881,479	(668,867)
Investment Income	7,500	7,500	14,921	7,421
Miscellaneous Revenue	-	-	433	433
Total Revenues	1,763,755	1,763,755	1,082,711	(681,044)
EXPENDITURES				
Capital Outlay	-	1,740	-	1,740
Roads and Streets	1,550,346	1,550,346	909,592	640,754
Total Expenditures	1,550,346	1,552,086	909,592	642,494
EXCESS OF REVENUES OVER EXPENDITURES	213,409	211,669	173,119	(38,550)
OTHER FINANCING SOURCES (USES)				
Transfers In	48,838	48,838	48,838	-
Replacement Reserves	(262,247)	(260,507)	-	260,507
Total Other Financing Sources (Uses)	(213,409)	(211,669)	48,838	260,507
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	221,957	<u>\$ 221,957</u>
Fund Balance - Beginning of Year			1,578,893	
FUND BALANCE - END OF YEAR			<u>\$ 1,800,850</u>	



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Town of Redington Beach, Florida (the Town), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated April 24, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Tampa, Florida
April 24, 2020



CliftonLarsonAllen LLP
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MANAGEMENT LETTER

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Redington Beach, Florida (the Town), as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated April 24, 2020.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed on Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 24, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. See Note 1 to the financial statements.

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.d, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3, Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Members of the Board of Commissioners, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Tampa, Florida
April 24, 2020



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida

We have examined the Town of Redington Beach, Florida's (the Town), compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, during the year ended September 30, 2019. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town was complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of the Town and the Auditor General, State of Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Tampa, Florida
April 24, 2020



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT TO TOWN BOARD OR TOWN COMMITTEE

NAME: Bob KAHN
ADDRESS: 101 163rd Ave, Redington Beach, FL 33708
HOME PHONE: — CELL PHONE: 813. 767. 7267
E-MAIL: Barefoot2479@gmail.com

SEEKING APPOINTMENT TO (Check Appropriate Choice):

☐ Board of Adjustment ☐ Planning Board ☒ Park Board ☐ Other (Specify) _____

EDUCATIONAL BACKGROUND:

School: USF Location: Tampa Major: Computer Engineering Degree: BS

EMPLOYMENT:

Employer: American Bath Group Industry: BATHWARE Manufacturing
Address: 495 Industrial Rd City: SAVANNAH State: TN Zip: 38372
Position: Director of Special Operations How Long: 3 yrs
Employment Reference: Shelby Banfield Phone: 469. 600. 7364

Prior Employment:

Employer: Verizon Communications Industry: Telcom - IT
Address: 7001 Telecom Pkwy City: Tampa Terrace State: FL Zip: 33637
Position: Sr Engineer How Long: 20 yrs
Employment Reference: Dave Bilodeau Phone: 214. 701 9342

Why would you like to be considered as a candidate for service as noted in this Application?

We have owned since 2007 and just made Redington our permanent home. I would like to be part of the community in any way I can

Signature

Date: 4/21/2020

REVENUE/EXPENDITURE REPORT

Town of Redington Beach

Page: 1
4/16/2020
10:44 am

For the Period: 10/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - General Fund							
Revenues							
Dept: 000							
311.000 Ad Valorem Taxes	884,206.00	884,206.00	836,257.51	17,090.13	0.00	47,948.49	94.6
312.100 Local Option Gas Tax	21,500.00	21,500.00	6,536.45	3,164.92	0.00	14,963.55	30.4
313.200 City of Clearwater Fran Fee	5,500.00	5,500.00	1,504.26	0.00	0.00	3,995.74	27.4
313.900 Utility Propane Tax	750.00	750.00	498.37	72.95	0.00	251.63	66.4
314.100 Progress Energy Utility tax	112,000.00	112,000.00	45,678.35	8,004.99	0.00	66,321.65	40.8
315.000 Communications Services Tax	55,925.00	55,925.00	18,075.00	4,764.90	0.00	37,850.00	32.3
316.000 Business Tax License	1,500.00	1,500.00	510.00	0.00	0.00	990.00	34.0
323.100 Electricity Franchise Fee	120,000.00	120,000.00	47,410.66	7,618.10	0.00	72,589.34	39.5
327.000 Variances Permits/Licenses	1,750.00	1,750.00	1,000.00	0.00	0.00	750.00	57.1
334.300 FDOT Lighting Grant	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	0.0
335.120 State Revenue Sharing	27,037.00	27,037.00	13,771.40	2,266.47	0.00	13,265.60	50.9
335.180 Half Cent Sales Tax	98,628.00	98,628.00	32,890.14	7,941.56	0.00	65,737.86	33.3
351.200 Court Fines - Traffic	3,500.00	3,500.00	2,141.99	422.83	0.00	1,358.01	61.2
359.900 Other Fine	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
361.200 Interest Savings Accounts	30,000.00	30,000.00	7,998.48	14.95	0.00	22,001.52	26.7
366.000 Contrib. & Dons. (Twin Towers)	1,000.00	1,000.00	785.00	40.00	0.00	215.00	78.5
367.000 Other Licenses/Permits	350.00	350.00	150.00	0.00	0.00	200.00	42.9
369.900 Other Misc Revenues	1,000.00	1,000.00	2,542.97	53.00	0.00	-1,542.97	254.3
Dept: 000	1,375,646.00	1,375,646.00	1,017,750.58	51,454.80	0.00	357,895.42	74.0
Revenues	1,375,646.00	1,375,646.00	1,017,750.58	51,454.80	0.00	357,895.42	74.0
Expenditures							
Dept: 000							
999.992 Transfer Out	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.0
Dept: 000	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.0
Dept: 511 Legislative							
511.111 Registration	1,500.00	1,500.00	500.00	0.00	0.00	1,000.00	33.3
511.120 Salaries and Wages	20,400.00	20,400.00	10,200.00	1,700.00	0.00	10,200.00	50.0
511.400 Travel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
511.410 Boat Parade	800.00	800.00	800.00	0.00	0.00	0.00	100.0
511.820 Donations	500.00	500.00	0.00	0.00	0.00	500.00	0.0
521.210 Fica Match	1,561.00	1,561.00	780.30	130.05	0.00	780.70	50.0
Legislative	25,261.00	25,261.00	12,280.30	1,830.05	0.00	12,980.70	48.6
Dept: 512 Town Clerk							
512.120 Salaries and Wages	70,860.00	70,860.00	35,097.92	5,399.68	0.00	35,762.08	49.5
512.130 Holiday Bonus	500.00	500.00	500.00	0.00	0.00	0.00	100.0
512.220 Pension	7,086.00	7,086.00	3,509.74	539.96	0.00	3,576.26	49.5
512.230 Group Insurance	9,210.00	9,210.00	4,427.28	737.88	0.00	4,782.72	48.1
512.231 Life Insurance	120.00	120.00	58.50	9.75	0.00	61.50	48.8
512.232 Dental Insurance	382.00	382.00	382.50	63.75	0.00	-0.50	100.1
512.240 Worker's Comp Insurance	1,452.25	1,452.25	1,089.18	363.06	0.00	363.07	75.0
512.260 General Liability Insurance	6,836.00	6,836.00	5,127.00	1,709.00	0.00	1,709.00	75.0
512.265 Property Insurance	4,898.50	4,898.50	3,673.86	1,224.62	0.00	1,224.64	75.0
512.269 Flood Insurance	7,200.00	7,200.00	6,180.00	6,180.00	0.00	1,020.00	85.8
512.315 Temporary Services	100.00	100.00	0.00	0.00	0.00	100.00	0.0
512.400 Travel	1,000.00	1,000.00	301.54	0.00	0.00	698.46	30.2
512.409 Con Education/Registrations	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
512.410 Telephone	2,400.00	2,400.00	1,399.72	199.96	0.00	1,000.28	58.3
512.411 Internet Services	1,560.00	1,560.00	913.79	131.97	0.00	646.21	58.6
512.412 Website Services	1,500.00	1,500.00	1,153.00	0.00	0.00	347.00	76.9
512.415 Technical Assistance	1,000.00	1,000.00	175.00	0.00	0.00	825.00	17.5
512.420 Postage	750.00	750.00	224.97	50.00	0.00	525.03	30.0
512.421 Stamps.com	220.00	220.00	17.99	17.99	0.00	202.01	8.2
512.440 Utilities- Water/Electric	5,800.00	5,800.00	2,850.52	166.11	0.00	2,949.48	49.1
512.461 Building Maintenance	2,000.00	2,000.00	203.78	0.00	0.00	1,796.22	10.2
512.471 Ordinance Codification	10,000.00	10,000.00	4,853.51	0.00	0.00	5,146.49	48.5
512.472 Election Expense	2,800.00	2,800.00	2,737.77	0.00	0.00	62.23	97.8

REVENUE/EXPENDITURE REPORT

Town of Redington Beach

Page: 2
4/16/2020
10:44 am

For the Period: 10/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - General Fund							
Expenditures							
Dept: 512 Town Clerk							
512.473 Newsletter	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
512.480 Promotion/Public Relations	2,500.00	2,500.00	2,000.11	1,850.11	0.00	499.89	80.0
512.490 Advertising	7,500.00	7,500.00	4,321.90	2,634.00	0.00	3,178.10	57.6
512.510 Office Supplies	2,500.00	2,500.00	1,159.46	109.89	0.00	1,340.54	46.4
512.515 Office Copier/Lease	1,600.00	1,600.00	645.65	0.00	0.00	954.35	40.4
512.520 Office Copier/Usage	1,000.00	1,000.00	188.75	0.00	0.00	811.25	18.9
512.521 Document Retention & Control	500.00	500.00	10.00	0.00	0.00	490.00	2.0
512.542 Dues & Subscriptions	1,000.00	1,000.00	1,103.86	14.99	0.00	-103.86	110.4
512.640 Equipment	1,000.00	1,000.00	745.79	0.00	0.00	254.21	74.6
521.210 Fica Match	5,421.00	5,421.00	2,172.74	369.01	0.00	3,248.26	40.1
Town Clerk	163,195.75	163,195.75	87,225.83	21,771.73	0.00	75,969.92	53.4
Dept: 513 Finance & Admin							
513.120 Salaries and Wages	40,935.00	40,935.00	20,565.23	3,141.94	0.00	20,369.77	50.2
513.130 Finance Holiday Bonus	500.00	500.00	500.00	0.00	0.00	0.00	100.0
513.140 Overtime Pay	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
513.220 Pension	4,093.00	4,093.00	2,056.51	314.19	0.00	2,036.49	50.2
513.230 Group Insurance	9,210.00	9,210.00	4,448.14	745.13	0.00	4,761.86	48.3
513.231 Life Insurance	120.00	120.00	58.50	9.75	0.00	61.50	48.8
513.232 Dental Insurance	382.00	382.00	190.86	31.81	0.00	191.14	50.0
513.240 Worker's Comp Insurance	1,452.25	1,452.25	1,089.18	363.06	0.00	363.07	75.0
513.310 Professional Fees	600.00	600.00	0.00	0.00	0.00	600.00	0.0
513.320 Audit Fee	25,000.00	25,000.00	18,500.00	14,000.00	0.00	6,500.00	74.0
513.415 Fund Balance Support	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
513.493 Bank Service Charges	300.00	300.00	125.00	25.00	0.00	175.00	41.7
513.495 Janitorial Services	2,220.00	2,220.00	1,086.00	321.00	0.00	1,134.00	48.9
521.210 Fica Match	3,132.00	3,132.00	1,568.93	239.50	0.00	1,563.07	50.1
Finance & Admin	90,444.25	90,444.25	50,188.35	19,191.38	0.00	40,255.90	55.5
Dept: 514 Legal Counsel							
514.121 Litigation	35,000.00	35,000.00	262.50	0.00	0.00	34,737.50	0.8
514.124 Town Attorney	35,000.00	35,000.00	9,152.50	3,832.50	0.00	25,847.50	26.2
514.310 Legislative Counsel	15,000.00	15,000.00	1,629.50	892.50	0.00	13,370.50	10.9
514.421 Special Magistrate	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Legal Counsel	90,000.00	90,000.00	11,044.50	4,725.00	0.00	78,955.50	12.3
Dept: 515 Comprehensive Planning							
515.310 Planning	46,000.00	46,000.00	6,231.10	1,723.50	0.00	39,768.90	13.5
Comprehensive Planning	46,000.00	46,000.00	6,231.10	1,723.50	0.00	39,768.90	13.5
Dept: 521 Law Enforcement							
521.340 Law Enforcement Services-Cont	262,788.00	262,788.00	131,394.00	21,899.00	0.00	131,394.00	50.0
521.350 Traffic Enforcement Officer	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
521.410 Shared Cost - Phone	200.00	200.00	0.00	0.00	0.00	200.00	0.0
Law Enforcement	264,488.00	264,488.00	131,394.00	21,899.00	0.00	133,094.00	49.7
Dept: 522 Fire Control							
522.340 Fire Department Services	57,530.17	57,530.17	28,765.36	0.00	0.00	28,764.81	50.0
522.341 EMS (Seminole)	57,530.17	57,530.17	28,765.36	0.00	0.00	28,764.81	50.0
Fire Control	115,060.34	115,060.34	57,530.72	0.00	0.00	57,529.62	50.0
Dept: 524 Protective Services							
524.310 Code Enforcement Services	24,000.00	24,000.00	10,692.70	2,696.42	0.00	13,307.30	44.6
524.421 Attorney Fees	2,500.00	2,500.00	770.00	0.00	0.00	1,730.00	30.8
524.422 Citation Costs/NRB	250.00	250.00	444.29	0.00	0.00	-194.29	177.7
524.510 Code Enforcement Supplies	100.00	100.00	0.00	0.00	0.00	100.00	0.0
Protective Services	26,850.00	26,850.00	11,906.99	2,696.42	0.00	14,943.01	44.3
Dept: 539 Department of Public Works							
521.210 Fica Match	6,100.00	6,100.00	2,472.19	407.33	0.00	3,627.81	40.5

REVENUE/EXPENDITURE REPORT

Page: 3
4/16/2020
10:44 am

Town of Redington Beach

For the Period: 10/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - General Fund							
Expenditures							
Dept: 539 Department of Public Works							
539.120 Salaries & Wages	79,733.00	79,733.00	32,750.54	5,396.94	0.00	46,982.46	41.1
539.130 Holiday Bonus - DPW	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0
539.200 Temp Help - DPW	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
539.220 Pension Expense - DPW	7,974.00	7,974.00	2,010.73	310.57	0.00	5,963.27	25.2
539.230 Group Insurance - DPW	18,412.00	18,412.00	8,760.41	1,467.62	0.00	9,651.59	47.6
539.231 Life Insurance - DPW	240.00	240.00	107.25	19.50	0.00	132.75	44.7
539.232 Dental Insurance - DPW	764.00	764.00	818.33	136.03	0.00	-54.33	107.1
539.233 Vehicle Insurance	1,377.00	1,377.00	344.25	344.25	0.00	1,032.75	25.0
539.240 Workers Comp - DPW	2,904.50	2,904.50	2,178.39	726.13	0.00	726.11	75.0
539.241 Continuing Education	500.00	500.00	15.00	0.00	0.00	485.00	3.0
539.440 P/W Utilities	1,500.00	1,500.00	581.97	51.44	0.00	918.03	38.8
Department of Public Works	122,504.50	122,504.50	51,039.06	8,859.81	0.00	71,465.44	41.7
Dept: 540 Transportation							
540.490 Current Obligations	0.00	0.00	4,792.32	0.00	0.00	-4,792.32	0.0
Transportation	0.00	0.00	4,792.32	0.00	0.00	-4,792.32	0.0
Dept: 541 Roads & Streets							
541.465 Maintenance - Streets	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
541.466 Maint - Signs/Signals	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
541.467 Maint - Street Lights	29,500.00	29,500.00	13,932.09	2,508.92	0.00	15,567.91	47.2
541.535 Road Signage	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Roads & Streets	37,000.00	37,000.00	13,932.09	2,508.92	0.00	23,067.91	37.7
Dept: 571 Libraries							
571.000 Libraries	31,147.00	31,147.00	23,359.95	7,786.65	0.00	7,787.05	75.0
Libraries	31,147.00	31,147.00	23,359.95	7,786.65	0.00	7,787.05	75.0
Dept: 572 Parks and Recreation							
572.260 General Liability	6,836.00	6,836.00	5,127.00	1,709.00	0.00	1,709.00	75.0
572.265 Property Insurance	4,898.50	4,898.50	3,673.89	1,224.63	0.00	1,224.61	75.0
572.269 Flood Insurance	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
572.330 Landscaping Expense	8,000.00	8,000.00	695.00	0.00	0.00	7,305.00	8.7
572.430 Utilities	6,000.00	6,000.00	2,715.69	102.74	0.00	3,284.31	45.3
572.439 Holiday Lights	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
572.460 Maint - Automotive Equipment	1,500.00	1,500.00	1,154.69	981.89	0.00	345.31	77.0
572.461 Maintenance - Building	1,500.00	1,500.00	1,452.62	265.00	0.00	47.38	96.8
572.462 Maintenance - Grounds	10,000.00	10,000.00	3,560.86	545.63	0.00	6,439.14	35.6
572.463 Maintenance - Trees	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
572.464 Maintenance - Other	500.00	500.00	0.00	0.00	0.00	500.00	0.0
572.467 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
572.490 Playground Equipment	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
572.510 Maintenance Equipment Repair	2,000.00	2,000.00	1,617.40	0.00	0.00	382.60	80.9
572.520 Uniforms	500.00	500.00	154.15	0.00	0.00	345.85	30.8
572.521 Twin Towers Operating Supplies	500.00	500.00	104.00	0.00	0.00	396.00	20.8
572.522 Gasoline & Oil	3,500.00	3,500.00	1,038.73	196.50	0.00	2,461.27	29.7
572.524 Fertilizer & Mulch	3,000.00	3,000.00	2,718.50	884.00	0.00	281.50	90.6
572.527 Tools & Equipment	1,000.00	1,000.00	831.28	110.21	0.00	168.72	83.1
572.535 Signage	2,000.00	2,000.00	21.92	21.92	0.00	1,978.08	1.1
572.599 Swim Buoys	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Parks and Recreation	90,734.50	90,734.50	24,865.73	6,041.52	0.00	65,868.77	27.4
Dept: 573 Board of Parks & Recreation							
572.439 Holiday Lights	13,000.00	13,000.00	12,515.00	0.00	0.00	485.00	96.3
572.535 Signage	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
573.460 Holiday Lighting Maintenance	1,500.00	1,500.00	83.76	0.00	0.00	1,416.24	5.6
573.462 Grounds Maintenance	2,500.00	2,500.00	1,550.00	0.00	0.00	950.00	62.0
573.525 Plants/Trees/Shrubs	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Board of Parks & Recreation	20,000.00	20,000.00	14,148.76	0.00	0.00	5,851.24	70.7

REVENUE/EXPENDITURE REPORT

Page: 4
4/16/2020
10:44 am

Town of Redington Beach

For the Period: 10/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - General Fund							
Expenditures							
Dept: 590 Capital Outlay							
590.001 Capital Outlay	0.00	0.00	500.00	0.00	0.00	-500.00	0.0
Capital Outlay	0.00	0.00	500.00	0.00	0.00	-500.00	0.0
Dept: 600 Replacement Reserve							
600.220 2016 F150 Truck	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
600.250 Tractor 2016	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
600.301 Seawall	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
600.401 Bldg Refurbishment - Town Hall	122,350.00	122,350.00	0.00	0.00	0.00	122,350.00	0.0
600.403 Bldg Refurbishment - Pub Works	71,200.00	71,200.00	0.00	0.00	0.00	71,200.00	0.0
600.640 Lawn Mower 2015	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
600.820 Park Board Playground Equip	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Replacement Reserve	229,850.00	229,850.00	0.00	0.00	0.00	229,850.00	0.0
Expenditures	1,389,245.34	1,389,245.34	500,439.70	99,033.98	0.00	888,805.64	36.0
Net Effect for General Fund	-13,599.34	-13,599.34	517,310.88	-47,579.18	0.00	-530,910.22	-3,803.9
Change in Fund Balance:			517,310.88				

REVENUE/EXPENDITURE REPORT

Town of Redington Beach

Page: 5
4/16/2020
10:44 am

For the Period: 10/1/2019 to 3/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Accounts							
Revenues							
Dept: 000							
312.600 Sales & Use Tax - One Cent Tax	188,469.00	188,469.00	57,904.97	32,714.37	0.00	130,564.03	30.7
335.122 Sales & Use Tax - 8th Cent	10,646.00	10,646.00	4,077.19	708.29	0.00	6,568.81	38.3
337.300 PC Interlocal Agreement Reimb.	200,000.00	200,000.00	57,790.79	0.00	0.00	142,209.21	28.9
361.200 Interest Savings Accounts	10,000.00	10,000.00	6,871.96	20.56	0.00	3,128.04	68.7
399.000 Transfer In	36,710.00	36,710.00	0.00	0.00	0.00	36,710.00	0.0
Dept: 000	445,825.00	445,825.00	126,644.91	33,443.22	0.00	319,180.09	28.4
Revenues	445,825.00	445,825.00	126,644.91	33,443.22	0.00	319,180.09	28.4
Expenditures							
Dept: 539 Department of Public Works							
539.630 infrastructure	200,000.00	200,000.00	116,246.15	55,531.61	0.00	83,753.85	58.1
Department of Public Works	200,000.00	200,000.00	116,246.15	55,531.61	0.00	83,753.85	58.1
Dept: 590 Capital Outlay							
590.001 Capital Outlay	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Capital Outlay	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 600 Replacement Reserve							
600.600 Roads & Streets	185,825.00	185,825.00	0.00	0.00	0.00	185,825.00	0.0
Replacement Reserve	185,825.00	185,825.00	0.00	0.00	0.00	185,825.00	0.0
Expenditures	445,825.00	445,825.00	116,246.15	55,531.61	0.00	329,578.85	26.1
Net Effect for Capital Accounts	0.00	0.00	10,398.76	-22,088.39	0.00	-10,398.76	0.0
Change in Fund Balance:			10,398.76				

REVENUE/EXPENDITURE REPORT

Page: 6
4/16/2020
10:44 am

Town of Redington Beach

For the Period: 10/1/2019 to 3/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 400 - Storm Water							
Revenues							
Dept: 000							
312.000 Stormwater Fee Revenue	94,500.00	94,500.00	32,269.84	11,855.87	0.00	62,230.16	34.1
361.200 Interest Savings Accounts	6,000.00	6,000.00	4,976.46	21.87	0.00	1,023.54	82.9
Dept: 000	100,500.00	100,500.00	37,246.30	11,877.74	0.00	63,253.70	37.1
Revenues	100,500.00	100,500.00	37,246.30	11,877.74	0.00	63,253.70	37.1
Expenditures							
Dept: 535 Storm Water							
535.340 Street Sweeping	1,500.00	1,500.00	375.00	0.00	0.00	1,125.00	25.0
535.441 Utility Mailing Costs	3,700.00	3,700.00	1,734.48	594.72	0.00	1,965.52	46.9
535.468 Maintenance CDS Units	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
535.540 Clean Drains & Lines	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
535.548 NPDES Drain Cleaning	1,500.00	1,500.00	1,792.97	983.44	0.00	-292.97	119.5
535.650 Engineering Expense	10,000.00	10,000.00	9,587.67	3,890.67	0.00	412.33	95.9
Storm Water	22,200.00	22,200.00	13,490.12	5,468.83	0.00	8,709.88	60.8
Dept: 541 Roads & Streets							
541.468 Maintenance - Storm Drains	11,000.00	11,000.00	1,368.65	400.00	0.00	9,631.35	12.4
Roads & Streets	11,000.00	11,000.00	1,368.65	400.00	0.00	9,631.35	12.4
Dept: 600 Replacement Reserve							
600.500 Stormwater System	67,300.00	67,300.00	0.00	0.00	0.00	67,300.00	0.0
Replacement Reserve	67,300.00	67,300.00	0.00	0.00	0.00	67,300.00	0.0
Expenditures	100,500.00	100,500.00	14,858.77	5,868.83	0.00	85,641.23	14.8
Net Effect for Storm Water							
Change in Fund Balance:	0.00	0.00	22,387.53	6,008.91	0.00	-22,387.53	0.0
			22,387.53				
Grand Total Net Effect:	-13,599.34	-13,599.34	550,097.17	-63,658.66	0.00	-563,696.51	

RESOLUTION NO. 2020-04

A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, APPROVING AND ADOPTING THE LOCAL MITIGATION STRATEGY DEVELOPED FOR PINELLAS COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach is located in an area that is vulnerable to natural and manmade disasters; and

WHEREAS, the town supports efforts made to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster-resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF REDINGTON BEACH, FLORIDA:

That the commission hereby adopts the Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup.

That this resolution supersedes Resolution No. 2015-06.

That this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Redington Beach, Florida this 6th day of May, A.D., 2020.

Mayor

ATTEST:

Town Clerk



TOWN OF REDINGTON BEACH
105 - 164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875 FAX: 727-397-6911
www.townofredingtonbeach.com

TO: Board of Commissioners

FROM: Adriana Nieves, CMC, Deputy Town Clerk/CRS Coordinator

DATE: April 27, 2020

RE: Approval and Adoption of the Pinellas County Local Mitigation Strategy (LMS) 2020 updates

- I. **STAFF RECOMMENDATION** : Staff recommends approval of Resolution 2020- to approve and adopt the Pinellas County Local Mitigation Strategy (LMS) update provided by Pinellas County.

II. **BACKGROUND**

The purpose of the Local Mitigation Strategy (LMS) is to establish an ongoing process that will make hazard mitigation part of the daily functioning of the entire community, including both public and private sectors and our residents themselves. The LMS is a plan that serves as a bridge between local governments' comprehensive growth management plans, the county comprehensive emergency management plan, land development regulations, and relevant ordinances and codes such as those for floodplain management. This strategy integrates mitigation initiatives established through various policies, programs, and regulations into a single stand-alone working document.

The intent of the LMS is to control the escalating costs of disasters. Most of the burden of recovering from a disaster falls on local government. In addition to preparing residents for the potential impacts of various types of hazards and allowing the County to receive federal grant funding in the event of a declared disaster, the LMS plays an important role in the County's Community Rating System (CRS). Municipalities in Pinellas County can adopt the LMS in order to receive points toward their CRS score. The LMS was originally adopted by the Town of Redington Beach in 1999 and was last updated in 2015 with Resolution 2015-06. Since that time, the Town of Redington Beach, in cooperation with other public and private sector representatives, has participated as a member of the LMS working group and contributed information that has been compiled into a countywide LMS document. Adoption of the LMS is necessary for Pinellas County to be eligible for future Federal funding under the: Pre-Disaster Mitigation Assistance Program, Hazard Mitigation Grant Program (post disaster), Repetitive Flood Claims Program, and Severe Repetitive Loss Program.

EXHIBIT 1

EXHIBIT 2

hazards. The Risk Assessment portion analyzes vulnerability of the County in countywide terms as well as results and capabilities at the municipal level.

The purpose of the 2020 LMS is to:

- Reduce risk to people, property, and the critical infrastructure.
- Increase public awareness and education about the plan and planning process.
- Maintain grant eligibility for participating jurisdictions.
- Update the plan in accordance with Community Rating System (CRS) requirements.
- Maintain compliance with state and federal legislative requirements for local hazard mitigation plans.
- Complete an update of information in the plan to demonstrate progress and reflect current conditions.

Pinellas County is vulnerable to both natural hazards and technological and human-caused hazards. The most common hazards to Florida are wildfires and floods; however, hurricanes have historically inflicted catastrophic destruction.

Planning Process and Maintenance Section

There are 10 primary steps that comprise the LMS planning process. The process defines not only who should be involved, but how the process is going to work, and an understanding of how the process facilitates the production of the final product.

- Step 1: The Planning Organization – The development of a mitigation strategy requires the involvement of representatives from the public, private, and governmental sectors.
- Step 2: Involving the Public – An important component of the mitigation planning process involves public participation.
- Step 3: Coordination – Coordinate activities within the County and to bring back perspectives of their constituency.
- Step 4: Assessing the Hazard – Conduct and maintain a hazard identification and vulnerability assessment.
- Step 5: Assessing the Problem – Quantify the impact of the hazards identified in the previous step on the community.
- Step 6: Goals and Objectives – Revisit goals and objectives and make adjustments as appropriate.
- Step 7: Possible Activities: Mitigation Opportunities and Initiatives – Identification of potential mitigation opportunities and initiatives.
- Step 8: An Action Plan – Objectives were identified for each goal to specifically identify action items and are reflected in six categories of mitigation activities.
- Step 9: Adoption of the Strategy – Officially adopt the LMS.
- Step 10: Implementation, Evaluation, and Revision – The LMS is intended to be a dynamic document that will be updated regularly.

County Commissioners on 9/9/2020 and approved on 9/9/2020. The plan will be in effect from [REDACTED] until May 3, 2025. Each jurisdiction also approved the Plan within their community as identified in Appendix F.

Risk Assessment Section

The risk assessment for Pinellas County was intentionally structured to align with the State of Florida Enhanced Hazard Mitigation Plan (SHMP) and provides the factual basis for developing a mitigation strategy for the county. This section profiles the natural, human-caused, and technological hazards that could possibly affect Pinellas communities. This risk assessment is used not only for the LMS, but also supports the County's Comprehensive Emergency Management Plan (CEMP). Each natural hazard profile includes a discussion of the geographic areas affected, the historical occurrences in the county, an impact analysis, the probability, and the vulnerability and loss estimation by county critical facilities, and a discussion of overall vulnerability. Alternatively, the human-caused and technological hazards include similar topics of discussion, but not all aspects are able to be quantified. This is because of the limited data available and the imprecise nature of the human-caused and technological hazards.

The risk assessment identifies 22 hazards based on an examination of past disasters, probability of occurrence, possible impacts, and vulnerability. The hazards include:

Natural Hazards

- Flood
- Tropical Cyclones
- Severe Storms
- Wildfire
- Erosion
- Drought
- Extreme Heat
- Geological
- Winter Storm
- Seismic
- Tsunami
- Red Tide

Technological Hazards

- Transportation Incident
- Cyber Incident
- Hazardous Materials Incident
- Space Weather Incident
- Radiological Incident
- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

Mitigation Strategy Section

The LMS details goals and objectives for achieving loss reduction in Pinellas County. The six goals are listed below.

1. Become a More Disaster Resilient Community.
2. Minimize Coastal Flooding Losses in the CHHA, Coastal Storm Area and Hurricane Vulnerability Zone.
3. Minimize Riverine or Inland Flooding Losses in the 25, 50, and 100-year Flood Zone.
4. Minimize Storm Wind Losses in the County.

EXHIBIT 3

- The Working Group Roster was updated to reflect the new members that joined, and staff changes that occurred within the municipalities. – Refer **APPENDIX A – Planning Process Documentation / LMS 2020 Working Group Roster**. This is also done every year as a part of the LMS Plan’s Annual Update.
- The Plan was revised to indicate the outreach efforts that were conducted as a part of the LMS 2020 5-Year Update – Refer **APPENDIX A - Planning Process Documentation** for the meeting minutes, workshop flyers and Newspaper Notices.
- Mitigation Outreach efforts spreadsheet was updated by the County and the communities – Refer **APPENDIX A – Planning Process Documentation / Table A-1 Pinellas County (County-Wide) Outreach Matrix** and the **Table A-2 Municipal Outreach Matrix**. This is also done every year as a part of the LMS Plan’s Annual Update.

**Pinellas County
Local Mitigation Strategy
2020 Working Group Roster**

County	Name	Role	Email	Phone	Position
North Redington Beach	Schneider, Renee	Alternate Member	deputyclerk@townofnorthredingtonbeach.com	727-351-4248	Deputy Town Clerk
Oldsmar	Beuphinalis, Marie	Primary Member	mbuphinalis@myoldsmar.com	813-749-1122	CFM Director Planning & Redevelopment
Oldsmar	Childress, Tatiana	Primary Member	TChildress@myoldsmar.com	813-749-1147	Principal Planner
Oldsmar	Clark, Mandi	Alternate Member	mandi@myoldsmar.com	813-749-1123	Planning Technician
PARC	Parkano, Michole	Alternate Member	MParkano@myoldsmar.com	813-749-1137	Planning Manager/CIA Administrator
Pasco County	Detweiler, Michelle	Stakeholder	MDetweiler@PARC-FL.org	727-941-6903	Chief Operating Officer
Pinellas County	Eppig, Ian	Stakeholder	iappig@pascocountyfl.net	727-847-8137	Mitigation Coordinator
Pinellas County	Petkins, Cathie	Primary Member	cpetkins@co.pinellas.fl.us	727-464-3800	Emergency Management Director
Pinellas County	Ambadi, Smita	Primary Member	sambadi@co.pinellas.fl.us	727-464-8200	Principal Planner (LMS Chair)
Pinellas County	Foster, Lisa	Alternate Member	lfoster@pinellascounty.org	727-464-8962	Floodplain Coordinator
Pinellas County	Borries, Joe	Alternate Member	jborries@pinellascounty.org	727-464-3903	EM Operations Manager
Pinellas County	Bolling, Libby	Alternate Member	libolling@co.pinellas.fl.us	727-483-3345	Public Information Specialist
Pinellas County	Bowman, Rhonda	Alternate Member	rbowman@co.pinellas.fl.us	727-453-3406	Senior Engineer
Pinellas County	Smith, Dylan	Alternate Member	dsmith4@co.pinellas.fl.us	727-454-8934	Floodplain Technician
Pinellas County	Swank, Stacey	Alternate Member	sswank@pinellascounty.org	727-464-7425	Business Development Manager – Marketing & Communications
Pinellas County	Lazaris, Nick, Captain	Alternate Member	nlazaris@jccnet.com	727-532-4301	Captain/Pinellas County Sheriff's Office Special Operations Division
Pinellas County	Moore, Chris	Alternate Member	cmoore@pinellascounty.org	727-464-8226	Assistant to the County Administrator, Lufkin Community
Pinellas County	Hodde, Hank	Alternate Member	hhodde@co.pinellas.fl.us	727-464-3495	Sustainability and Resiliency Coordinator
Pinellas County	Groves, Season	Alternate Member	sgroves@co.pinellas.fl.us	727-464-3812	Coordinator/Emergency Management
Pinellas County	Hendrix, Stephanie	Alternate Member	shendrix@co.pinellas.fl.us	727-464-3811	Planning and Preparedness Program Lead/Emergency Management
Pinellas County	Vincent, Renee	Alternate Member	rvincent@pinellascounty.org	727-464-8200	Planning Director
Pinellas County	Doherty, Heather	Alternate Member	hdoherty@co.pinellas.fl.us	727-464-3471	Engineering Service Tech II/CFM
Pinellas County	Sergeant, Alexis	Alternate Member	esergeant@co.pinellas.fl.us	727-464-8076	Transportation Systems Coordinator/Public Works
Pinellas County	Swaeninger, Scott	Alternate Member	sswaeninger@co.pinellas.fl.us	727-464-8399	Long Range Planning Manager
Pinellas County	Scotfield, Thomas	Alternate Member	TScotfield@co.pinellas.fl.us	727-464-8200	Principal Planner/Historic Preservation Specialist
Pinellas County	Dreier, Ivy	Alternate Member	idreier@co.pinellas.fl.us	727-582-2275	Waste Water Treatment Plant Manager

**Pinellas County
Local Mitigation Strategy
2020 Working Group Roster**

St. Pete Beach	Innes, Kelly	Alternate Member	firemarshal@spetebeach.org	727-363-9207	Fire Marshal
St. Petersburg	Taylor, Niah	Primary Member	nash.taylor@spete.org	727-883-7283	Community Rating System Coordinator (LMS Vice Chair)
St. Petersburg	Boulding, Amber	Primary Member	amber.boulding@spete.org	727-893-7683	Emergency Management
St. Petersburg	Jacobson, Grace	Alternate Member	Grace.Jacobson@spete.org	727-351-3621	Marketing Project Coordinator
St. Petersburg	Frey, Carlos	Alternate Member	carlos.frey@spete.org	727-892-5380	Engineering Manager
St. Petersburg	Breland, Kyla	Alternate Member	kyla.breland@spete.org	727-892-5200	Emergency Management Specialist
Sunstar	Edits, Brian	Stakeholder	beedit@sunstar.com	727-582-2216	Director of Communications and Emergency Management
SWFWMD	Lloyd Roberts	Stakeholder	Lloyd.Roberts@swfwmd.state.fl.us	813-796-7211 ext. 4543	Senior P.E., Emergency Coordinating Officer
Tampa Bay Regional Planning Council	Carla Woods Serra, AICP, CFM	Stakeholder	carla@tbrpc.org	727-570-5151	Comprehensive Resiliency Planner
Tarpon Springs	Mikster, Craig	Alternate Member	cmikster@tstfl.us	727-998-3737	U.S. Fire Rescue
Tarpon Springs	Kevin Powell, CEO, CFM	Primary Member	kpowell@tstfl.us	727-942-5604 ext. 2274	Building Development Director
Tarpon Springs	Young, Scott	Alternate Member	syoun@tstfl.us	727-938-3737	Fire Chief
Tarpon Springs	Arroyo, Megan	Alternate Member	marayo@tstfl.us	727-942-5604	Development Services Coordinator
Tarpon Springs	Pat McNease	Alternate Member	p.mcnease@tstfl.us	727-938-3711 ext. 2255	Principal Planner
Tarpon Springs Housing Authority	Hale, Kelly, CAM, NALP	Stakeholder	Kelly.hale@tarponhousing.com	727-937-4411	Asset Manager
Treasure Island	Bray, Robert	Primary Member	rbay@mytreasureisland.org	727-947-4575 ext. 233	City Planner
Treasure Island	Gadomus, Kathy, AICP, CFM	Primary Member	kgadomus@mytreasureisland.org	727-947-4575 ext. 231	Asst. Community Improvement Director
Treasure Island	Cohen, Paula	Alternate Member	pcohen@mytreasureisland.org	727-547-4575 ext. 239	Community Improvement Director
UF/IFAS Extension	Madhousing-Hector, Ramona	Stakeholder	r.madhousing- Hector@czi.pinellas.fl.us	727-582-2656	UF/IFAS Extension Agent, Urban Sustainability
UF/IFAS Extension	Carmichael, Libby	Stakeholder	lcarmichael@czi.pinellas.fl.us	727-453-6522	Florida Sea Grant Agent
University of South Florida	Doy, Robert	Stakeholder	robertdoy@usf.edu	813-974-1484	Emergency Management Coordinator
University of South Florida	Van Asten, Guy	Stakeholder	vanasteng@usf.edu	727-873-4216	Interim Emergency Management Coordinator
Wright National Flood Insurance Company	Tharp, Ashley	Stakeholder	Ashley.Tharp@wnflood.com	800-820-3242 ext. 5510	Corporate Agent Training Manager

Penny IV

City/Town	ROW Footage	% of Footage	Total Allocation
Clearwater *	N/A	N/A	\$750,000
Belleair Beach	14,471	8.7294%	\$2,946,157
Belleair Shore	5,431	3.2761%	\$1,105,700
Indian Rocks Beach	27,982	16.8796%	\$5,696,867
Indian Shores *	N/A	N/A	\$500,000
Redington Shores	11,760	7.0940%	\$2,394,223
No. Redington Beach	7,954	4.7981%	\$1,619,358
Redington Beach	10,638	6.4172%	\$2,165,795
Madeira Beach	22,524	13.5872%	\$4,585,671
Treasure Island	25,786	15.5549%	\$5,249,783
St. Pete Beach	39,228	23.6635%	\$7,986,445
Totals	165,774	100%	\$35,000,000
\$203.89 per ROW Foot	* Clearwater to receive \$750,000		
	*Indian Shores to receive \$500,000		

EAST WALL

