



**TOWN OF REDINGTON BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
AGENDA**

**Wednesday, September 6, 2023
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 Murray
 - Building/Code – Commissioner Skjoldager
 - Public Works/Parks – Commissioner Cariello
 - Finance - Vice-Mayor Kornijtschuk
 - Mayor – Mayor Will
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, August 16, 2023
 - B. Bill List for Day Ending September 1, 2023
- 8. UNFINISHED BUSINESS**
 - A. **Second Reading: Ordinance 2023-03:** An Ordinance Of The Town Of Redington Beach, Florida, Creating § 5-31 Of The Town Code Regarding Watercraft Speed; Making Related Findings; Providing For Codification, Severability, And For An Effective Date.
 - B. **Second Reading: Ordinance 2023-04:** An Ordinance Of The Town Of Redington Beach, Florida, Amending § 17-1 Of The Town Code (Sign Definitions) To Revise The Definition Of Vehicle Sign; Making Related Findings; Providing For Codification, Severability, And For An Effective Date.
- 9. NEW BUSINESS**
 - A. Approval of Piggyback Agreement with Shenandoah Contractors
- 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)**

In accordance with F.S. 286.26 persons with disabilities needing special accommodations to participate in this meeting should contact the office of the Town Clerk 727-391-3875 no later than 2:00 p.m. on the day prior to the meeting to make arrangements for such special accommodations.

7. CONSENT AGENDA

- A. Board Regular Meeting Minutes,
August 16, 2023**
- B. Bill List for Day Ending Sept. 1, 2023**



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, August 16, 2023
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, August 16th, 2023 at 6:30 pm**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

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

Roll Call:

	Present	Absent
Commissioner Cariello	X	
Commissioner Murray	X	
Commissioner Skjoldager	X	
Vice Mayor Kornijtschuk	X	
Mayor Will	X	
Town Attorney Meyer	X	
Town Clerk Nieves	X	

Agenda: Mayor Will asked for approval of the agenda. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to accept the agenda as presented. No public comment. Motion passed unanimously.

Public Forum:

None

Reports:

Public Safety

- Nothing to report.

Building/Code

- Nothing to report.

Public Works/Parks

- Commissioner Cariello reported on the following matters:
 - The gas line repairs are completed but we still haven't received any photos or reports from Clearwater Gas. Commissioner Cariello would like the Town Attorney to look into the matter.
 - The continued light intrusion as a result of the newer lights installed by Duke Energy. He would like the Town Attorney to look into that matter as well.
 - WaStop valve repairs: 4 contractors were contacted about repairing the valves. Shenandoah Contractors replied to the Town's inquiries and need more information.
 - The Park Board discussed tents in the dry-sand at Moon Park and Beach Park and recommended limiting the size allowed.

Finance

- Nothing to report

Mayor

- Mayor Will attended the Florida League of Cities Conference August 10th -12th. He complimented the Commissioners on their ability to remain civil toward each other and the Town's residents. He reported that at the conference he met many other elected officials who were not able to make the same claim.

Town Clerk

- Nothing to report.

Town Attorney

- Nothing to report.

Boards and Committees

- Tiffany Terracciano, 15904 1st St E., Park Board chairperson, gave the Commission an update on the following:
 - Palm trees will be added to Wally's Park for additional shade. They are scheduled to be planted on 8/24.
 - They are adding turtle sculptures to the "Welcome to Redington Beach" signs at both the north and south entrances to the Town. The Park Board is commissioning local artist Vince Anthony.

CONSENT AGENDA

- A. Board Regular Meeting Minutes, August 2, 2023
- B. Bill List for Day Ending August 11, 2023

A motion by Vice Mayor Kornijtschuk, seconded by Commissioner Cariello to approve the consent agenda as presented. No discussion. No public comment. Motion passed unanimously.

UNFINISHED BUSINESS:

- A. Appointment of Board of Adjustment alternate member. Applicant Robert David, 15905 Gulf Blvd., addressed the Commission and gave a brief background on both his educational and career backgrounds. A motion by Commissioner Murray, seconded by Commissioner Cariello to approve the appointment of Robert David. No public comment. Motion passed unanimously.
- B. Proposed Budget for FY24 – Finance Commissioner Tim Kornijtschuk led the budget discussion by discussing a few updates. The Board discussed, and approved, keeping Shumaker Consultants on as a legislative counsel. Staff salaries were briefly discussed. Staff will receive a 5% COLA increase, with one staff member, David Poole, receiving an increase of 9.5% to bring his current salary to \$50,000 per year. Commissioner Murray suggested that the Town carry liability coverage only for their property insurance to save costs. Resident Tim Thompson, 205 162nd Avenue, asked if there was still money in the budget for replacing the beach accesses. Consensus to approve salary increases.

NEW BUSINESS

- A. **Park Board appointment** – Fran Massucci, 16219 Redington Drive, was the only applicant for the vacancy. He stated he would like to continue to serve on the Park Board. A motion by Commissioner Cariello to approve Mr. Massucci's application and appoint him to the Park Board, seconded by Vice-Mayor Kornijtschuk. Motion passed unanimously.
- B. **First reading: Ordinance 2023-03.** Attorney Meyer read the ordinance by title only. A motion by Vice Mayor Kornijtschuk, seconded by Commissioner Cariello to

approve the Ordinance as presented. Commissioner Murray reported that as a result of resident complaints, he worked with the Pinellas County Sheriff's Office and the Town Attorney to create an ordinance similar to one in North Redington Beach. Board discussed enforcement challenges, etc. Mayor Will noted that the intent of the ordinance is to keep fast vessels far away from docks, tie poles, swimmers and the like.

David Christ, 16129 4th St E, asked if the ordinance can include kayaks and paddleboards in addition to swimmers. Vic Lafita, 16125 4th St E., asked if sea turtle and manatee safety are additional reasons to approve it. No further discussion by the Board.

Roll call vote was taken. Motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

C. First reading: Ordinance 2023-04. Attorney Meyer read the ordinance by title only.

A motion by Vice Mayor Kornijtschuk, seconded by Commissioner Cariello to approve the Ordinance as presented. Mayor Will explained the intent of the ordinance is to limit the number of vehicle signs allowed per vehicle. The current ordinance is too vague.

David Christ 16129 4th St E, asked for clarification that the ordinance is for all vehicle signs that meet the criteria.

Roll call vote was taken. Motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

OTHER BUSINESS:

None

Adjournment: With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 7:15pm.

Adopted: September 6, 2023

Adriana Nieves, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/01/2023

Time: 12:20 pm

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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							
101-512-512.230	Group Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	947.88
							947.88
101-512-512.231	Life Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	9.75
							9.75
101-512-512.232	Dental Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	110.27
							110.27
101-512-512.421	Stamps.com CHASE CARD SERVICES	Sept 01, 2023	Stamps.com- Mtly Sept	0	09/01/2023	09/01/2023	19.99
							19.99
101-512-512.440	Utilities- Water/EI DUKE ENERGY	400560000415	July 13 -Aug 15	0	08/25/2023	08/25/2023	1,097.60
							1,097.60
101-512-512.542	Dues & Subscript CHASE CARD SERVICES	01 Aug 2023	Mailchimp Mntly Aug 8 - Sept 7	0	09/01/2023	09/01/2023	26.50
							26.50
						Total Dept. Town Clerk:	2,211.99
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	935.39
							935.39
101-513-513.231	Life Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	9.75
							9.75
101-513-513.232	Dental Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	33.61
							33.61
						Total Dept. Finance & Admin:	978.75
Dept: 539 Department of Public Works							
101-539-539.230	Group Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	1,870.78
							1,870.78
101-539-539.231	Life Insurance - E FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	19.50
							19.50
101-539-539.232	Dental Insurance FLORIDA MUN INSURANCE	Sept 1 2023	Med, Dent, Vision Sept 2023	0	09/01/2023	09/01/2023	143.88
							143.88
						Total Dept. Department of Public Works:	2,034.16
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig DUKE ENERGY	400560000415	July 13 -Aug 15	0	08/25/2023	08/25/2023	3,869.96
							3,869.96
						Total Dept. Roads & Streets:	3,869.96

Date: 09/01/2023

Time: 12:20 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	400560000415	July 13 -Aug 15	0	08/25/2023	08/25/2023	67.21
							67.21
101-572-572.460	Maint - Automotiv						
	CHASE CARD SERVICES	583240674104656	ABC Tires & Auto -(2) tires	0	08/28/2023	08/28/2023	139.10
							139.10
101-572-572.462	Maintenance - Gr						
	HOME DEPOT CREDIT SERV	8041303	plywood / close boardwalks	0	09/01/2023	09/01/2023	182.66
	LARSON & SON LANDSCAPE	41118	Sand pile - 20 x \$60.00+del\$50	0	08/28/2023	08/28/2023	1,250.00
	LARSON & SON LANDSCAPE	41103	Sand 20x\$50.00 + del\$50	0	08/28/2023	08/28/2023	1,050.00
	LARSON & SON LANDSCAPE	41122	sand 20x \$50.00 + del\$50.00	0	08/29/2023	08/29/2023	1,050.00
							3,532.66
101-572-572.520	Uniforms						
	MOSTON'S BUISNESS & SP	24094	UniformPublic work(2) each = 4	0	08/31/2023	08/31/2023	73.30
							73.30
101-572-572.522	Gasoline & Oil						
	WEX BANK	754879	Unleaded gas	0	08/28/2023	08/28/2023	93.14
	WEX BANK	733006	Unleaded Gas	0	08/30/2023	08/30/2023	47.34
	WEX BANK	760975	Unleaded Gas	0	08/31/2023	08/31/2023	60.14
	WEX BANK	760991	Gas plus interest	0	09/01/2023	09/01/2023	27.36
							227.98
101-572-572.527	Tools & Equipme						
	PINELLAS CENTRAL ACE	38866	Chainsaw blades / bar	0	08/28/2023	08/28/2023	179.90
							179.90
Total Dept. Parks and Recreation:							4,220.15
Total Fund General Fund:							13,315.01
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.548	NPDES Drain Cle						
	CHASE CARD SERVICES	23-09814	ACP Int. Stormwater drain disc	0	09/01/2023	09/01/2023	1,237.50
							1,237.50
Total Dept. Storm Water:							1,237.50
Total Fund Storm Water:							1,237.50
Grand Total:							14,552.51

8/21/2023	11135 PAYROLL	197.05
	11136 PAYROLL	277.05
	11137 PAYROLL	277.05
	11138 PAYROLL	277.05
	11139 PAYROLL	455.50
	11140 PAYROLL	2,097.85
	11141 PAYROLL	1,268.79
	11142 PAYROLL	1,485.22
	11143 PAYROLL	1,117.88
	EFT Retirement	1,595.20
	EFT Payroll Taxes	3,678.47
8/25/2023	11144 Andrew Tess	750.00
	11145 Charter Communication	357.93
	11146 Chase Card Services	857.51
	11147 David Will	131.00
	11148 Duke Energy	404.22
	11149 Palm Trees Direct	478.29
	11150 QFC	136.90
	11151 Waterboy	54.65
	11152 Wex / Shell	139.60
		16,037.21

MAYOR WILL

COMMISSIONER SKJOLDAGER

VICE MAYOR KORNIJTSCHUK

COMMISSIONER MURRAY

COMMISSIONER CARIELLO

ATTEST:

Regular Meeting of September 6, 2023

Adriana Nieves, CMC, Town Clerk

Agenda item 8A.

Second Reading:

Ordinance 2023-03- Watercraft Speed

ORDINANCE NO. 2023-03

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
CREATING § 5-31 OF THE TOWN CODE REGARDING WATERCRAFT
SPEED; MAKING RELATED FINDINGS; PROVIDING FOR
CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 5 of the Town Code addresses boats, docks and waterways; and

WHEREAS, the Town Commission has received increasing complaints from residents of homes along the intercoastal of persons operating boats, jet skis, and similar powered watercraft at a high rate of speed close to the docks and seawalls; and

WHEREAS, the Commission finds that such operation of watercraft creates an unacceptable risk of danger related to impacts between speeding watercraft and other watercraft or the docks or seawalls of homeowners; and

WHEREAS, Florida Statutes § 327.463(1) and Florida Administrative Code § 68C-22.002 provide the state definitions of wake and operating a vessel at slow speed, minimum wake; and

WHEREAS, the Commission seeks to reduce the danger of speeding watercraft by adoption of this Ordinance; and

WHEREAS, the Commission finds that it is in the interest of the Town and its citizens to adopt the code provision set forth in this Ordinance.

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

Section 1. A new § 5-31 of the Redington Beach Town Code is hereby created to read as follows:

Sec. 5-31. – Watercraft speed.

(a) It shall be unlawful for any person to operate a watercraft above slow speed, minimum wake, in any of the following areas within the jurisdictional waters of the town:

- (1) Within 100 feet of any person engaged in the act of bathing or swimming.
- (2) Within 50 feet of any dock, pier, seawall, piling or bulkhead.
- (3) Within 50 feet of any person engaged in fishing such waters.
- (4) Within 50 feet of any anchored watercraft.

(b) For purposes of this section, the term watercraft shall include any boat, vessel, jet ski, canoe, kayak, or other watercraft powered by a motor.

(c) For purposes of this section, the term wake means all changes in the vertical height of the water's surface caused by the passage of a watercraft including, but not limited to, a watercraft's bow wave, stern wave, and propeller wash.

(d) For purposes of this section, the term slow speed, minimum wake shall mean that the watercraft is:

- (1) Fully off plane and completely settled into the water,
- (2) Proceeding without wake or with minimum wake, and
- (3) Proceeding at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition.

Operating on plane or being in the process of coming off plane and settling into the water or coming up onto plane do not qualify as operating at slow speed, minimum wake.

Section 2. 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 3. 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 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2023, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____, 2023, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, Town Clerk

Agenda item 8B.

Second Reading:

Ordinance 2023-04- Vehicle Signs

ORDINANCE NO. 2023-04

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
AMENDING § 17-1 OF THE TOWN CODE (SIGN DEFINITIONS) TO
REVISE THE DEFINITION OF VEHICLE SIGN; MAKING RELATED
FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town adopted its current sign code on February 17th 2021 via Ordinance 2019-07; and

WHEREAS, § 17-4(32) prohibits Vehicle Signs visible from a street or right-of-way between sundown and sunrise; and

WHEREAS, the Town revised its vehicle sign regulations in Ordinance 2022-01 to clarify the size of a vehicle sign, and to provide that vehicle signs visible from a street or right-of-way may not be displayed in the Town between sundown and sunrise; and

WHEREAS, the Town further revised its definition of vehicle sign in Ordinance 2022-10 to eliminate any distinction between commercial and other content on vehicle signs; and

WHEREAS, while the Town Commission has always intended the definition of vehicle sign to cover any single vehicle sign, or multiple vehicle signs which singularly or collectively exceed the code's size limit, the Commission wishes to expressly clarify that intent so as to ensure residents have an even more clear understanding of what vehicle signage is and is not authorized under the code; and

WHEREAS, the Town Commission finds that since residents of the Town have not historically used their vehicles parked at their homes between sundown and sunrise to engage in speech, vehicles parked in the Town between sundown and sunrise are not traditional First Amendment forums; and

WHEREAS, the Board of Commissioners finds that residents are easily able to engage in all manner of free speech from their homes or in their neighborhoods by using social media accounts, writing letters to the editor, using their allotment of yard signs, carrying hand-held signs, and other similar avenues of speech, without needing to display vehicle signs between sundown and sunrise; and

WHEREAS, the Board of Commissioners has determined that it is in the interest of the public health, safety, welfare, and community aesthetic to prohibit vehicle signs within the Town in the manner set forth in this Ordinance.

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

Section 1. the definition of Vehicle Sign in § 17-1 of the Redington Beach Town Code is hereby amended to read as follows:

Sec. 17-1. – Definitions.

Vehicle sign means a single sign, or any two or more signs regardless of their proximity to each other, which singularly or collectively cover(s) more than one and one half square feet of the vehicle, and which is attached to, mounted, pasted, painted, or drawn on a motorized or drawn vehicle, and is parked and visible from the public right-of-way. If a code enforcement official is unable to measure a vehicle sign with a traditional tape measure due to an inability to enter upon property and approach a vehicle, the official may use an app-based tool capable of measuring dimensions of objects from a distance, or such other method of measurement, including comparing dimensions of a sign to the known manufacture's dimensions of the vehicle, as will provide a reliable confirmation of the sign's dimensions.

Section 2. 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 3. 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 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2023, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____,
2023, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, CMC, Town Clerk

Agenda Item 9A.

Piggyback agreement with Shenandoah Contractors

**PIGGYBACK AGREEMENT FOR REPAIR OF FAULTY STORMWATER
MANAGEMENT VALVE INSTALLATIONS**

This Agreement is made on the 6th day of September, 2023 (the “Effective Date”), by and between the **Town of Redington Beach**, a Florida municipal corporation (the “Client”) and **Shenandoah General Construction, LLC**, a Florida limited liability corporation (the “Contractor”), collectively referred to as the “Parties”.

WHEREAS, in 2022, in an effort to prevent flooding related to the backflow of salt water through un-sealed stormwater outfalls, the Client contracted with a company to provide and install a variety of Wastop valves at various outfalls within the Town; and

WHEREAS, after the installation of the valves was complete, the Client determined that the installation sites for many of the valves was permitting water to intrude back into the pipes during high tides and storm events due to improper installation and sealing of the install sites; and

WHEREAS, the Client initially made a warranty claim with the company, and the company eventually purported to have remedied the intrusion; but

WHEREAS, the Client subsequently obtained new video camera evidence of water intrusion at the install sites which could not, for the most part, be attributed to the function of the valves themselves, but rather appears clearly attributable to the failure of the company to have adequately sealed the seawall areas around the install sites, and/or the company’s having installed the valves in such a way as to have damaged the existing pipe; and

WHEREAS, the company has refused to provide additional warranty service and the Client has determined that it must now retain a different service provider with the necessary background and experience to make the necessary repairs so as to eliminate the intrusion and ensure that the valves perform their designed function of preventing backflow of stormwater during high tides and storm events; and

WHEREAS, on May 17th 2018, Broward College, a Florida public education institution (“College”) issued Request for Proposals # 2018-167-EH (the “RFP”) for the purpose of receiving proposals for ongoing storm drain cleaning, repairs and maintenance as further described in the RFP (the “Services”); and

WHEREAS, the Contractor responded to the RFP and College subsequently selected the Contractor as a responsive, responsible proposer; and

WHEREAS, on October 8th 2019, the Contractor and College entered into a Contract for Services (the “College Contract”) effective on November 27th 2018, wherein the Contractor agreed to perform the Services for the College in accordance with the terms and conditions described therein; and

WHEREAS, the initial term of the College Contract was for three years, with an option for three one-year renewals; and

WHEREAS, on September 20th 2022, the College extended the term to November 26th 2023; and

WHEREAS, on December 16th 2022, the College and Contractor amended the College Contract to provide for new pricing; and

WHEREAS, on July 17th 2023, the College extended the term for a final time to November 26th 2024; and

WHEREAS, § 1(J) of Resolution 2021-12 of the Redington Beach Procurement Rules authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20 or

other applicable law, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client's; and

WHEREAS, the Client's legal counsel has analyzed the RFP process used by the College and has determined that it was conducted in compliance with Florida law and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to § 1(J) of the Redington Beach Procurement Rules; and

WHEREAS, the Client desires to piggyback onto the College Contract for the purposes of receiving the same Services from Contractor as are being provided to College under the College Contract; and

WHEREAS, § 3.13 of the College Contract expressly provides that other governmental agencies may, with the agreement of Contractor, piggyback on the College Contract under the same terms and conditions as are set forth therein; and

WHEREAS, the Town's Utilities Commissioner has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client's piggybacking onto the College Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to College in accordance with the terms and conditions of the College Contract, at the prices specified therein. All references to the "College" or "Broward College" in the College Contract shall, for purposes of this Agreement, mean Client.
2. Unit Pricing. The Contractor's work shall be performed at the same unit prices as are set forth in the College Contract, as amended.
3. Scope of Work. The Contractor shall perform the work for the Client of the type set forth in the College Contract, which shall include, at a minimum, the work set forth in the Scope of Work (and Engineered Plans if relevant) attached hereto as **Attachment "A"**.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to College in the College Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP, (ii) the Contractor's Proposal, and (iii) the College Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the College Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the College Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **November 26th 2024** (the termination date under the College Contract), and may be terminated as provided for in § 4 and 5 of the College Contract.

7. Staff Title References and Language Substitutes. The College Contract may refer in various places to Contract Administrator, Project Manager, or certain other similar College officials or employees authorized to take action under the College Contract. The Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the Redington Beach Utilities Commissioner, or her/his designee. The following terms in the College Contract are revised as follows:

Section 59 (Dispute Resolution) of § 7 (General Conditions) is deleted.

Section 1 of the College Contract (Invoices and Payments) is revised to read:

Contractor shall submit invoices to Client by submitting them to Client, attn: Town Clerk, at 105 164th Avenue, Redington Beach, FL 33708. If the Town disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

In the event the Scope of Work set forth in **Attachment "A"** exceeds \$100,000, the Contractor must provide and file with the Clerk of Court payment and performance bonds in favor of the Town in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Town, and indemnification of the Town, in the same manner it provides the College in the College Contract.

In the event the College exercises its right to terminate the College Contract early, this Agreement shall survive through the Termination Date unless the Town, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible

with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.3875), E-MAIL (info@townofredingtonbeach.com), OR MAIL (TOWN OF REDINGTON BEACH, OFFICE OF THE TOWN CLERK, 105 164th Avenue, Redington Beach, FL 33708.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

Town of Redington Beach
Attn: Town Clerk
105 164th Avenue
Redington Beach, FL 33708

Contractor:

Shenandoah General Construction, LLC
Attn: Anthony Guglielmi, President
1888 N.W. 222nd St.
Pompano Beach, FL 33069

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.
- c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

N/A

The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Town as a part of this Agreement are:

N/A

The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

N/A

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. Notwithstanding any provision of the College Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties,

shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or
 - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 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. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client

that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Town of Redington Beach

By:

David Will
Mayor

Shenandoah General Construction LLC

By:

**Anthony
Guglielmi**

Anthony Guglielmi
President

Digital Signer: Anthony
Guglielmi
DN: C=US,
E=y.hoffman@shenandoah
s.com, O=Shenandoah
General Construction LLC,
CN=Anthony Guglielmi
Date: 9/1/2023 13:05:47 -
04:00

Attachment “A”
Scope of Work

Contractor shall perform work to resolve the intrusion of water at the Wastop valve installation sites which the Town’s Utilities Commissioner will provide. The Town will also provide Contractor with the video footage of the intrusion areas it has identified so as to assist Contractor in planning the necessary repair work. The work shall result in the elimination of all water intrusion back into the stormwater pipes which occurs during high tides or storm events, and may include sealing of valve installation areas and/or the internal repair of cracked stormwater pipes landside of the outfall to the extent intrusion is occurring from a compromised pipe.

Prior to submission of invoices, the work shall be submitted for approval by the Utilities Commissioner, who shall confirm the Town’s acceptance of the work in writing.

The Contractor shall obtain and submit to the Town video recordings confirming the repair work has been completed and that water intrusion has been eliminated. Invoices shall not be deemed complete without being submitted with this accompanying video. The video must be made at such times and days as the Utilities Commissioner directs so as to ensure water conditions at the outfall areas are conducive to actually confirming the intrusions are eliminated.

The work performed shall be warrantied against failure for a period of 12 months from date of acceptance by the Town.

Pursuant to the Agreement, subsequent work assignments related to stormwater infrastructure work, including future valve installations, may be separately made by the Town Commission during the Agreement’s term, without need to amend the Agreement.