

RESOLUTION NO. 881

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING AN AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET; DIRECTING THE TOWN MANAGER TO TAKE ACTION TO IMPLEMENT BUDGET AMENDMENT #1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida (hereinafter, "Town"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission adopted the budget for Fiscal Year 2019-2020; and

WHEREAS, pursuant to section 1.5, Budget Procedure, of the Town Charter, the Commission is required to adopt all budget related matters by resolution; and

WHEREAS, the Town Commission finds it necessary to amend the 2019-2020 Fiscal Year budget as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Commission finds that budget amendment #1 is in the best interest of the public health, safety and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. The Town Commission hereby approves the 2019-2020 Fiscal Year Budget amendments as set forth in **Exhibit A** attached hereto.

Section 3. The Town Manager is directed to take any and all action necessary to accomplish Budget amendment #1 and the purposes of this resolution.

Section 4. This resolution will take effect immediately upon its adoption.

Campo offered the Resolution and moved its adoption. The motion was seconded by Barile, and upon being put to a vote, the vote was:

AYE

NAY

FRANK FENDER, MAYOR
VINCENT N. BARILE, VICE MAYOR
JAMES W. CAMPO, COMMISSIONER
DAVE KURZMAN, COMMISSIONER
KAIIA MAYFIELD, COMMISSIONER

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The Town Manager thereupon declared this Resolution No.881 approved and adopted by the Town Commission of the Town of Sewall's Point on this 14 day of January, 2020.

TOWN OF SEWALL'S POINT, FLORIDA

Frank Fender

FRANK FENDER, MAYOR

ATTEST:

Cheryl White

Cheryl White, MMC, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Glen J. Toreivia

Glen J. Toreivia, Town Attorney
Florida Bar No. 343374

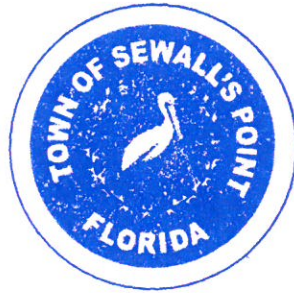


Exhibit A

- Increase account 541.CF, Stormwater 2018, by \$110,167.28
- Decrease account 247.40, Unrestricted Fund Balance, by \$110,167.28
- Increase account 519.64T, TH Equipment, IT, by \$10,000.00
- Decrease account 541.67V, Replacement Vehicles, by \$10,000.00

Background:

On April 23, 2019, Sunshine Land Design was awarded the contract for construction of 122 S. Sewall's Point Road/Palm Road Baffle Box construction and the High Point Outfall repairs. The contract was awarded in accordance with purchasing requirements from sealed bid 2019-1, in the amount of \$110,167.28 for both projects. The funds for the project were allocated in account 541.CF in Fiscal Year 2018-2019. Although the contract was awarded in the prior fiscal year, the work was 100% complete in Fiscal Year 2019-2020 and the carry-forward budget was not included in the current Fiscal Year. The recommended resolution seeks to resolve the absence of the carry-forward budget, and appropriate funds from 247.40 (Unrestricted Fund Balance) to 541.CF (Stormwater 2018) to remit final payment for work performed.

Additionally, the Town website experienced a disruption of service beginning on 1/6/2020, and emergency repair was needed to restore functions to all users, both internal and external. As a result, Staff is requesting a budget transfer of \$10,000 from 541.67V (Replacement Vehicles) to account 519.64T (TH Equipment, IT). The referenced transfer has a net impact of zero dollars to the existing budget.

Impact to the Budget:

The overall impact to the budget is an increase in Capital Expenses, in the amount of \$110,167.28, and a reduction in Unrestricted Fund balance, in the amount of \$110,167.28. The remaining Unrestricted Fund balance would be \$969,233.95.

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Add-On Item Request
Sealed Bid No. 2019 -1 (Highpoint and 122 SSPR Stormwater)
April 23, 2019

Background: Bids for two construction projects have been received and are recommended for approval:

- High Point Outfall: \$46,049.23
- Archipelago Baffle Box (Litigation Settlement 2016): \$64,118.05

Funds for both projects were budgeted in fiscal year 2018, of which \$288,214 was carried forward to Fiscal Year 2019 for projects in progress. After allocating one-half (1/2) of the cost of the Riverview and Ridgeview outfall repairs to this budget (the balance was charged to the Hurricane Fund in anticipation of refund from FEMA), \$156,655 remains available for these projects.

| | | | |
|-----------------------------------|------------|------------|--------------|
| 541.675 · Stormwater Improvements | | | |
| 541.CF · Stormwater 2018 CF | 131,559.14 | 288,214.00 | (156,654.86) |

Recommendation: Staff recommends approval of the two bids.

Pamela Walker

From: Joe Capra <jcapra@gocaptec.com>
Sent: Friday, April 19, 2019 5:30 PM
To: Pamela Walker
Cc: Gina Colonna; Gary Jones
Subject: April 18,2019,Construction Bid, 122 S. Sewall's Point Road/Palm Road Baffle Box and the High Point Outfall Repairs- Sunshine Land Design

Dear Pam Walker, Town Manager,

On April 18,2019, the Town of Sewall's Point bid the 122 S. Sewall's Point Rd./ Palm Road Baffle Box and the High Point Outfall Projects.

This bid request was posted for 10 days and the bid was submitted by Sunshine Land Design with the proper submittal information.

The Bid for the Baffle Box is \$64,118.05 and the Bid for the Out fall is \$46,049,23.

We recommend the Town accept this bid and move forward with signing a contract.

The project has a 60 day duration.

Please contact this office if you should need clarification on the above bid.

Sincerely,

Joseph W. Capra, P.E.
Town Engineering Inc
CAPTEC Engineering Inc.
772-692-4344

NOTICE

Sealed bids will be received by the Town of Sewall's Point, Florida, at the Town Clerk's office, Town Hall, 1 S. Sewall's Point Road, Sewall's Point, Florida, 34996 until:

5:00 P.M.
Time

April 18, 2019
Date

at which time they will be opened and recorded. Such bids to provide for the furnishing of:

INVITATION TO BID

122 SOUTH SEWALL'S POINT ROAD – PALM ROAD BAFFLE BOX & HIGH POINT OUTFALL REPAIRS

The Town is proposing the construction of Type H/Baffle Box at 122 South Sewall's Point Road and pipe/inlet improvements at the High Point outfall.

The resulting contract shall be awarded to the lowest, responsive and responsible bidder whose bid meets the requirements and criteria set forth in this ITB and whose award will be in the best interest of and most advantageous to the Town of Sewall's Point, taking into consideration, among other things, bid amount, the financial responsibility of the bidder, quality of materials, personnel and equipment resources, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the bidder that the Town, in its sole discretion, determines will enable it to perform effectively and efficiently the contract being bid upon.

The envelope containing the bid shall be marked as follows:

SEALED BID NO. 2019-1

BIDDER'S NAME AND ADDRESS

TO BE OPENED

5:00 P.M.
Time

April 18, 2019
Date

The successful Bidder, who is awarded the contract, will be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes.

No bidder may withdraw his or her bid for a period of one hundred twenty (60) days after submission by the date set for the opening thereof.

The Town, in its sole discretion, reserves the right to waive all minor technicalities or irregularities, to reject any or all bids or any part of a bid, to award to a single bidder or to divide the award between bidders, and to re-solicit this ITB or any part of this ITB. The Town further reserves the right, in its sole discretion, to award a contract to the bidder (or bidders) whose bid best serves the interests of the Town.

The complete Bid Documents including specifications and bid forms may be obtained by bona fide bidders from CAPTEC Engineering, Inc., 301 NW Flagler Avenue, Stuart, Florida 34994, Telephone Number: (772) 692-4344 or via email: GColonna@gocaptec.com.



**SEALED BIDS FOR
INVITATION TO BID NO. 2019-1**

**(A) 122 SOUTH SEWALL'S POINT ROAD / PALM ROAD BAFFLE BOX
AND
(B) HIGH POINT OUTFALL REPAIRS**

**BIDS TO BE OPENED
APRIL 18, 2019 AT 5:00 P.M.**

TOWN OF SEWALL'S POINT COMMISSION

**VINCENT BARILE, MAYOR
FRANK FENDER, VICE MAYOR
DAVE KURZMAN, COMMISSIONER
JAMES W. CAMPO, COMMISSIONER
VACANT, COMMISSIONER**

**TOWN OF SEWALL'S POINT
1 S. SEWALL'S POINT ROAD
SEWALL'S POINT, FLORIDA 34996**

NOTICE

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5:00 P.M.
Time

April 18, 2019
Date

at which time they will be opened and recorded. Such bids to provide for the furnishing of:

INVITATION TO BID

- (A) 122 SOUTH SEWALL'S POINT ROAD / PALM ROAD BAFFLE BOX
And
(B) HIGH POINT OUTFALL REPAIRS

The Town is proposing the construction of Type H/Baffle Box at 122 South Sewall's Point Road and pipe/inlet improvements at the High Point outfall.

The resulting contract shall be awarded to the lowest, responsive and responsible bidder whose bid meets the requirements and criteria set forth in this ITB and whose award will be in the best interest of and most advantageous to the Town of Sewall's Point, taking into consideration, among other things, bid amount, the financial responsibility of the bidder, quality of materials, personnel and equipment resources, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the bidder that the Town, in its sole discretion, determines will enable it to perform effectively and efficiently the contract being bid upon.

The envelope containing the bid shall be marked as follows:

SEALED BID NO. 2019-1

BIDDER'S NAME AND ADDRESS

TO BE OPENED

5:00 P.M.
Time

April 18, 2019
Date

The successful Bidder, who is awarded the contract, will be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes.

No bidder may withdraw his or her bid for a period of sixty (60) days after submission by the date set for the opening thereof.

The Town, in its sole discretion, reserves the right to waive all minor technicalities or irregularities, to reject any or all bids or any part of a bid, to award to a single bidder or to divide the award between bidders, and to re-solicit this ITB or any part of this ITB. The Town further reserves the right, in its sole discretion, to award a contract to the bidder (or bidders) whose bid best serves the interests of the Town.

The complete Bid Documents including specifications and bid forms may be obtained by bona fide bidders from CAPTEC Engineering, Inc., 301 NW Flagler Avenue, Stuart, Florida 34994, Telephone Number: (772) 692-4344 or via email: GColonna@gocaptec.com.

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

YES NO 1. Bid submittal – one (1) original and two (2) complete copies

YES NO 2. Bid Form signed by authorized representative

YES NO 3. Acknowledgment of addendums **NONE ISSUED**

Not Applicable 4. Bid Bond/Security or Cashier's Check **Letter of Bonding Capacity**

YES NO 5. Schedule of Values

YES NO 6. Schedule of Subcontractor/Supplies

YES NO 7. Schedule of Equipment and Materials

YES NO 8. Sworn Statement under Section 287.133(3) (a)

YES NO 9. Drug Free Workplace

YES NO 10. Trench Safety Affidavit

YES NO 11. Questionnaire

YES NO 12. References

YES NO 13. Insurance Certificates

YES NO 14. Copy of Appropriate Licenses

YES NO 15. Conflict of Interest Form

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND THREE (3) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: SEWALLS POINT RD PALM ROAD BAFFLE BOX AND HIGHPOINT OUTFALL REPAIRS

DATE: 4.18.19

BIDDER: SUNSHINE LAND DESIGN, INC

THIS BID IS SUBMITTED TO:

Town of Sewall's Point
Clerk's Office
1 S. Sewall's Point Road
Sewall's Point, Florida 34996

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| | |
|------------------|----------------------|
| Date <u>NONE</u> | Addenda Number _____ |
| Date _____ | Addenda Number _____ |
| Date _____ | Addenda Number _____ |

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, as provided in Paragraph 4.02 of the General Conditions, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies, if any, (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site, if any, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations,

investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
5. BIDDER declares it understands that the unit quantities, if any, shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares that it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit or lump sum prices quoted herein.
7. BIDDER agrees that the Work will be substantially completed within **45 calendar days** after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within **60 calendar days** after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Schedule of Values.
- (b) List other documents as pertinent.

9. Written communications concerning this Bid shall be emailed to:

Name: Mr. Joseph W. Capra, P.E., CAPTEC Engineering, Inc.
Email: JCapra@gocaptec.com
Fax: (772) 692-4341

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida CONTRACTOR'S License No. CGC-1518885
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.

14. If returning a "NO BID", please explain why: _____

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Corporation

Corporation's Name SUNSHINE LAND DESIGN, INC (SEAL)

State of Incorporation FLORIDA

Authorized Person: MARGARET FENTON

Title: VICE PRESIDENT

Signature: 

Attest: FRANKIE TAYLOR (Secretary)

Signature: 

Business Address: 3291 SE LIONEL TERRACE

STUART, FL 34997

Phone Number: 772.283.2648 Fax Number 772.283.8944

**SCHEDULE OF VALUES
BID FORM**

The correct mathematical product of the "Total Cost" (i.e., quantity multiplied by unit price) shall prevail over the CONTRACTOR's stated "Total Cost". The correct mathematical sum of the "Total Cost" column shall prevail over the CONTRACTOR's stated "TOTAL" (whether stated in numbers or in words). Tampering with this spreadsheet to gain a pricing advantage may disqualify bidder. Any minor, administrative adjustments should be reported prior to bid submission. Electronic spreadsheets will be e-mailed upon request.

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), staff gauges, services, utility restraints, glands, straps, coordination with utility companies, clean-up and other means of construction necessary to complete the described work according to the Town of Sewall's Point standards.

BID A – PALM ROAD BAFFLE BOX (122 SSPR)

| ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT COST | TOTAL COST |
|--------------------|--|----------|-------|-----------|---------------------|
| 1 | Testing, Record Drawings | 1 | LS | 4,943.90 | \$ 4,943.90 |
| 2 | MOT / Public Safety | 1 | LS | 11,760.00 | \$ 11,760 |
| 3 | Erosion Control, SWPP, Implementation, Staked Turbidity Barrier/Silt Fence, Monitoring, Paver Drive Protection | 1 | LS | 3,461.15 | \$ 3,461.15 |
| 4 | Shoring | 1 | LS | 11,760.00 | \$ 11,760.00 |
| 5 | Well Points, Dewatering | 1 | LS | 12,348.00 | \$ 12,348.00 |
| 6 | Baffle Box – Type H with Aluminum Plate Weir | 1 | LS | 15,729.00 | \$ 15,729.00 |
| 7 | Regrade Swale Grade, Sod, Site and Paver Restoration | 1 | LS | 4,116.00 | \$ 4,116.00 |
| BID A TOTAL | | | | | \$ 64,118.05 |

**SCHEDULE OF VALUES
BID FORM**

The correct mathematical product of the "Total Cost" (i.e., quantity multiplied by unit price) shall prevail over the CONTRACTOR's stated "Total Cost". The correct mathematical sum of the "Total Cost" column shall prevail over the CONTRACTOR's stated "TOTAL" (whether stated in numbers or in words). Tampering with this spreadsheet to gain a pricing advantage may disqualify bidder. Any minor, administrative adjustments should be reported prior to bid submission. Electronic spreadsheets will be e-mailed upon request.

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), staff gauges, services, utility restraints, glands, straps, coordination with utility companies, clean-up and other means of construction necessary to complete the described work according to the Town of Sewall's Point standards.

BID B – HIGH POINT OUTFALL

| ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT COST | TOTAL COST |
|--------------------|---|----------|-----------|-----------|---------------------|
| 1 | Dredge Barge / Excavator / Work Boat (fill hole) | 2 | DAY | 14700.00 | \$ 29,400.00 |
| 2 | Crew (4) | 2 | DAY | 2,940.00 | \$ 5,880.00 |
| 3 | Type C Inlet with Structural Anchor | 1 | EA | 3,171.67 | \$ 3,171.67 |
| 4 | Concrete Pumped | 4 | MIN CY | 529.20 | \$ 2,116.80 |
| 5 | HDPE Pipe/Coupling | 8 | LF | 75.15 | \$ 601.19 |
| 6 | Filter Fabric | ½ | ROLL | 470.40 | \$ 470.40 |
| 7 | Bedding Stone 10' x 10' x 6" (hand placed) | 2 | CY | 117.60 | \$ 235.20 |
| 8 | 6" – 12" Rip Rap Stone (hand placed) | 6 | CY | 117.60 | \$ 705.60 |
| 9 | Stainless Steel Anchors and Aluminum Straps | 1 | LS | 940.80 | \$ 940.80 |
| 10 | Beach Compatible Sand Fill (loaded on barge and placed) | 18 | CY | 52.92 | \$ 952.56 |
| 11 | Erosion Control | 1 | LS | 1,575.00 | \$ 1,575.00 |
| BID B TOTAL | | | | | \$ 46,049.23 |

**SCHEDULE OF VALUES
BID FORM**

TOTAL OF BIDS (A & B): \$ 110,167.28
Total Bid Amount in Words: ONE HUNDRED TEN THOUSAND, ONE HUNDRED SIXTY
SEVEN DOLLARS AND TWENTY EIGHT CENTS

CORPORATE BIDDER:

DATE: 4.18.19
ATTEST: BIDDER: SUNSHINE LAND DESIGN, INC
BY: *[Signature]*
TITLE: VICE PRESIDENT

SECRETARY OF CORPORATION

BY: *[Signature]*
MAILING ADDRESS: 3291 SE LIONEL TERRACE
 STUART, FL 34997

TIME OF COMPLETION: 60 DAYS

*The lowest bid for each Bid A and B will determine what CONTRACTORS will be selected for these two projects ((A) Palm Road Baffle Box / (B) High Point Outfall).

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

| Discipline | Subcontractor | Address City, ST Zip | License Number |
|-------------------|----------------------|-----------------------------|-----------------------|
|-------------------|----------------------|-----------------------------|-----------------------|

THE USE OF SUBCONTRACTORS ARE NOT ANTICIPATED AT THIS TIME.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF SEWALLS POINT
[print name of the public entity]
by MARGARET FENTON - VICE PRESIDENT
[print individual's name and title]
for SUNSHINE LAND DESIGN, INC
[print name of entity submitting sworn statement]

whose business address is 3291 SE LIONEL TERRACE, STUART FL 34997

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2712892

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of

the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Frankie Taylor
[signature]

4.18.19

[date]

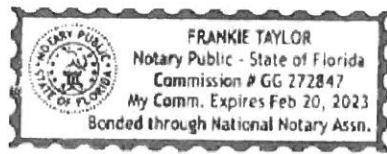
STATE OF FLORIDA

COUNTY OF MARTIN

Subscribed and Sworn to (or affirmed) before me on APRIL by
MARGARET FENTON [date]
[name] . He/she is personally known to me or has presented
[type of identification] as identification.

Frankie Taylor
[Notary's Signature and Seal]

Print Notary Name and Commission No.



DRUG FREE WORKPLACE

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of SUNSHINE LAND DESIGN, INC, I certify that MARGARET FENTON complies fully with the above requirements.


Authorized Representative's Signature

4.18.19
Date

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SUNSHINE LAND DESIGN, INC (NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Proposal Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary).

| Schedule Item | Trench Safety Measure (Slope, Trench Shield, etc.) | Cost |
|---------------|--|-------------|
| 4 | Trench Shield | \$11,760.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total | |

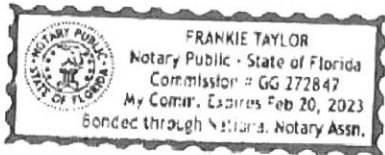
Marg Fenton (Signature) 4.18.19 (Date)

STATE OF FLORIDA
 COUNTY OF MARTIN

Subscribed and Sworn to (or affirmed) before me on APRIL 18, 2019 by MARGARET FENTON. He/she is personally known to me or has presented (type of I.D.) as identification.

Frankie Taylor
 Notary Public Signature and Seal

Print Notary Name and Commission No.



QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? THIRTY FIVE YEARS
2. What is the last project of this nature that you have completed?
MARTIN COUNTY INDIAN RIVER DRIVE IMPROVEMENTS
3. Have you ever failed to complete work awarded to you? If so, where and why?
NO

4. Name three individuals or corporations for which you have performed work and to which you refer:

| | | |
|--|----------------------------|------------------------|
| MARTIN COUNTY 2401 SE MONTEREY RD, STUART | 772-288-5430 | KVREELAND@MARTIN.FL.US |
| Name | Address | Phone |
| CITY OF STUART | 121 SW FLAGLER AVE, STUART | 772-28-5320 |
| Name | Address | Phone |
| MARTIN COUNTY - 24 SE MONTEREY RD, STUART FL | 772-220-7114 | MYUSTIN@MARTIN.FL.US |
| Name | Address | Phone |
| | | Fax |
5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

| Name of Project | Owner | Total Contract Value | Contracted Date of Completion | % of Completion to Date |
|---------------------------------------|-------|----------------------|-------------------------------|-------------------------|
| SEE ATTACHED CURRENT PROJECTS ON HAND | | | | |
| | | | | |
| | | | | |

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? YES
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

| Subcontractor | Work to be Performed |
|---------------|----------------------|
| NONE | |
| | |
| | |

8. What equipment do you own that is available for the work?
PLEASE SEE THE ATTACHED EQUIPMENT LIST

9. What equipment will you purchase for the proposed work?
NONE

10. What equipment will you rent for the proposed work?
NONE

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

MIKE DEXTER - SEE ATTACHED RESUME WITH HIS QUALIFICATIONS AND EXPERIENCE

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The ^{correct} name of the Bidder is SUNSHINE LAND DESIGN, INC

The partnership is a Sole Proprietorship, Partnership, or Corporation or Other Type of Entity _____ (Fill In).

The address of principal place of business is 3291 SE LIONEL TERRACE, STUART FL 34997.

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

TIMOTHY R TAYLOR - PRESIDENT

FRANKIE TAYLOR - VICE PRESIDENT

MARGARET FENTON - VICE PRESIDENT

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

NONE

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

NONE

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

NONE

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

NO

List and disclose any and all business relations with any members of the Town Commission.

NONE



3291 S. E. Lionel Terrace, Stuart, Florida 34997

CURRENT PROJECTS

| | | |
|---|---|---|
| <p>PROJECT #1 JW Corbett WMA</p> <p>CONTRACT AMOUNT: \$102,988.75</p> | <p>OWNER: Fish & Wild Life</p> <p>START DATE: March 2017</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE: 95%</p> |
| <p>PROJECT #2 Gatlin & Psl Blvd Road & Sidewalk</p> <p>CONTRACT AMOUNT: \$1,509,145.39</p> | <p>OWNER: City of Port St Lucie</p> <p>START DATE: August 2018</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE: 55%</p> |
| <p>PROJECT #3 Banner Lake Sidewalks</p> <p>CONTRACT AMOUNT: \$34,250.00</p> | <p>OWNER: Martin County</p> <p>START DATE: February 2019</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE 25%</p> |
| <p>PROJECT #4 Annual City-Wide Curb & Gutter Ada Ramps Misc Sidewalk Rehab</p> <p>CONTRACT AMOUNT: Projects do no exceed \$306,798.00</p> | <p>OWNER: City of Port St Lucie</p> <p>START DATE: JANUARY 2019</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE ANNUAL CONTRACT Un-known</p> |
| <p>PROJECT #5 Jensen Beach Park Swale Improvements</p> <p>CONTRACT AMOUNT: 169,800.00</p> | <p>OWNER: Martin County</p> <p>START DATE: February 2019</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE 98%</p> |
| <p>PROJECT #6 Isle Way Sidewalk Extension</p> <p>CONTRACT AMOUNT: \$93,500.00</p> | <p>OWNER: Martin County</p> <p>START DATE: February 2019</p> | <p>PRIME CONTRACTOR Sunshine Land Design, Inc</p> <p>% COMPLETED TO DATE 98%</p> |



SUNSHINE

LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida 34997

PROJECT #1
Jensen Beach Park Asphalt

CONTRACT AMOUNT:
169,800.00

PROJECT #2
Pinecrest Lakes Phase 5 Swales

CONTRACT AMOUNT:
\$56,423.38

OWNER:
Martin County

START DATE:
APRIL 2018

OWNER:
Martin County

START DATE:
APRIL 2018

PRIME CONTRACTOR
Sunshine Land Design, Inc

% COMPLETED TO DATE
25 %

PRIME CONTRACTOR
Sunshine Land Design, Inc
98 %

% COMPLETED TO DATE
ZERO



SUNSHINE
LAND DESIGN

Mike Dexter, Project Manager

3291 SE Lionel Terrace ♦ Stuart, FL 34997 ♦ (772) 260-9277 ♦ mdexter@sunshinelanddesign.com

Profile

With over twenty years experience in underground utility and site work, Mike Dexter has broad understanding of the installation and management aspects of the larger projects at Sunshine Land Design, Inc. His knowledge is enhanced by his strong familiarity of municipal work, as gained through managing several city and county projects and his personal on-the-job experience. Mike has demonstrated to be a key management supervisor within the company.

Skills Summary

- ♦ Project Management
- ♦ Professional Presentations
- ♦ Estimating
- ♦ Scheduling
- ♦ Computer Skills
- ♦ Marketing & Sales
- ♦ Safety Management/Training
- ♦ Heavy Equipment Operation/Training

Responsibilities as Project Manager of Sunshine Land Design, Inc

- To review project with the project estimator. To review the project file to become familiar with vendors and subcontractors. Confirm location.
- To review goals with assigned supervisors and train them on proper recording of time sheets.
- Monitoring the cost and man hour goals for the project to assure the profitable operation of the project and delivering the project within or better than budget.
- Assuring the accurate and timely completion of all change orders and administrative responsibilities.
- Assuring accurate reporting of time, materials and description of work completed.
- Assuring the highest standards of quality in the work performed.
- Assuring the ongoing job training of all field personnel.
- To schedule the work crews and delivery times for materials.
- Assuring the enforcement of all company policies and procedures and to recommend guidelines, policies and procedures to the President.
- Assuring compliance with all Federal, State, and Local safety laws, ordinances, and policies. To assure MSDS sheets are delivered to the safety director on all materials.
- Assuring the maintenance of equipment and report to the Shop any needed repairs.
- Assuring the satisfaction of each customer.

Principal Duties as Project Manager of Sunshine Land Design, Inc

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work schedule for the job site
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Ensure contracts are signed.
- Train and motivate field employees.
- Meet with prospective customers, general contractors, and/or construction managers.

Professional Licenses and Certification

- ♦ FDEP Certified Stormwater Erosion and Sedimentation Control Inspector #24718
- ♦ Surveyor Certification
- ♦ Water Distribution and Stormwater, FWPCOA – Class C License
- ♦ Employee Management Certification
- ♦ Business Management Certification
- ♦ American Traffic Safety Services Association: FL Advanced Work Zone Traffic Control Certification
- ♦ Institute for Cross-Connection Control: Backflow Prevention Assembly Tester Certification H02943
- ♦ Wolseley Industrial Group, Industrial Plastic's Division's Polyethylene Joining and Equipment Operations Class 2012, v3.0 – Small Diameter Manual Fusion and Medium Diameter Hydraulic Fusion

Personal Employment Experience Profile

- ♦ Pete-Tree Directional Drilling, Job Foreman
(Directional Drilling Operator Experience – 8000+ hours) Fort Pierce, FL
- ♦ Erskine Florida Properties, Job Foreman West Palm Beach, FL
- ♦ City of Stuart, Public Works Inspector Stuart, FL



SUNSHINE
LAND DESIGN
Project Experience Profile
(Most Recent Projects Only)

- ◆ **Stuart Watermain Distribution Upgrades**
Contract: \$5336,579.86
Scope : Watermain Upgrade
Owner City of Stuart
Tim Voelker
Year Complete 2017
- ◆ **Willoughby Blvd Resurfacing**
Contract: \$1,394,623.11
Scope: Resurfacing of of 3.2 miles
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2014
- ◆ **MacArthur Blvd Resurfacing**
Contract: \$152,835.00
Scope: Resurfacing project
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2014
- ◆ **10th Avenue North Sanitary Sewer Ph.2**
Contract: \$272,508.84
Scope: Underground Utilities / Roadwork
Owner: City of Greenacres
Terry Siegall – 561-642-2058
Year Completed: 2012
- ◆ **Lake Worth Beach Redevelopment**
Contract: \$1,821,391.00
Scope: Earthwork / Roadwork / Concrete / Pavers
Construction Manager: The Morganti Group
Matthew Marks – 561-689-0200
Year Completed: 2013
- ◆ **Galleon on the River**
Contract: \$80,903.71
Scope: Sitework /Sidewalk Construction / Erosion Control
Owner: Martin County
Jim Lambert – 772-288-5927
Year Completed: 2013
- ◆ **Treasure Coast Square Mall Sewer Rehab.**
Contract: \$153,452.50
Scope: Sewer Line Remediation
Owner: Treasure Coast Square Mall
Bob Hardy – 772-692-9401
Year Completed: 2013
- ◆ **Dell Street Sidewalk**
Contract: \$80,523.67
Scope: Concrete / Roadwork
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2012
- ◆ **Airport Road & Utilities**
Contract: \$1,653,535.40
Scope: Underground Utilities / Roadwork
Owner: Martin County
Paul Bangs – 772-463-2848
Year Completed: 2012
- ◆ **Pedestrian Crosswalk Improvements**
Contract: \$959,175.78
Scope: Roadwork / Concrete / Asphalt / Utilities
Owner: Martin County
Krysti Brotherton – 772-288-5777
Year Completed: 2012
- ◆ **Harbour Ridge Culvert Rehabilitation**
Contract: \$113,940.25
Scope: Culvert Rehabilitation & Sliplining
Owner: Harbour Ridge POA
Russell Reed – 772-873-6048
Year Completed: 2012
- ◆ **Sebastian River High School-Freshman Learning Ctr**
Contract: \$294,638.00
Scope: Earthwork / Underground Utilities / Landscape
Construction Manager: Proctor Construction Co
Mike Sturgis – 772-345-9966
Year Completed: 2012
- ◆ **Harbour Ridge Lake Restoration**
Contract: \$109,572.25
Scope: Lake Restoration
Owner: Harbour Ridge POA
Russell Reed – 772-873-6048
Year Completed: 2012
- ◆ **Vero Beach Elementary School**
Contract: \$164,294.18
Scope: Sitework/ Underground Utilities / Concrete
Construction Manager: Proctor Construction Co
Mike Sturgis – 772-345-9966
Year Completed: 2012
- ◆ **Culpepper Ranch Hydrologic Restoration**
Contract: \$198,810.60
Scope: Hydrologic Restoration
Owner: Martin County
Mike Yustin – 772-220-7114
Year Completed: 2011



◆ Woodlawn Park Improvements
Contract: \$893,477.00
Scope: Underground Utilities / Roadwork / Concrete

Owner: City of Stuart
Sam Amerson – 772-288-2927
Year Completed: 2011



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TAYLOR, TIMOTHY RICHARD

SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

LICENSE NUMBER: CUC1223792

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FENTON, MARGARET HELEN

SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

LICENSE NUMBER: CGC1518885

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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SUNSLAN-03

CRZACA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996 | CONTACT NAME: Carol Rzaca - Ext. 233 |
| | PHONE (A/C, Mo, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255 |
| | E-MAIL ADDRESS: crzaca@rvjohnson.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: FCCI Insurance Company | NAIC # 02952 |
| INSURER B: National Indemnity Co. | |
| INSURER C: StarStone National Ins Co. Harborside Financial Ctr | |
| INSURER D: Bridgefield Employers Ins. | 10701 |
| INSURER E: | |
| INSURER F: | |

INSURED
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Waiver <input checked="" type="checkbox"/> Blanket Addl Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | GL0019869 | 07/30/2018 | 07/30/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPICP AGG \$ 2,000,000 EMPLOYMENT PRAC \$ 100,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 74APB002574 | 07/30/2018 | 07/30/2019 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 170854180ALI | 08/10/2018 | 08/10/2019 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ 1,000,000 |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | 830-56011 | 11/01/2018 | 11/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER PROOF OF INSURANCE | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Kelly Johnson</i> |

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SUNSHINE LAND DESIGN, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.)
3291 SE LIONEL TERRACE

6 City, state, and ZIP code
STUART, FL 34997

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

9 Social security number
 [] [] [] - [] [] - [] [] [] []

or

9 Employer identification number
 [5] [9] - [2] [7] [1] [2] [8] [9] [2]

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Frank Taylor - VP* Date ▶ **1.10.19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

April 11, 2019

Town of Sewell's Point
Town Clerk's Office
1 S. Sewall's Point Road
Sewall's Point, Florida 34996

Re: Sunshine Land Design, Inc.
REF: Palm Road Baffle Box and Highpoint Outfall Repairs

To Whom It May Concern:

I appreciate the opportunity to give you a reference on Sunshine Land Design, Inc. (Sunshine). Sunshine is currently bonded by Philadelphia Indemnity Insurance Company. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Excellent) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$231,637,000 assigned by the US Department of the Treasury.

We would favorably consider bonding individual projects of \$5,000,000 and an aggregate work program of \$10,000,000 for Sunshine.

We will consider specific requests for surety bonds based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Sunshine and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Please feel free to contact me if you need further input at 770-225-1646.

Regards,

Annette Wisong, Attorney in Fact
Philadelphia Indemnity Insurance Company
1125 Sanctuary Parkway, Suite 450
Alpharetta, GA 30009

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Sarah Hancock, Steven L. Swords, Joseph R. Williams, Annette Wisong, and Kathryn Wieland Allen, of USI Insurance Services National, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

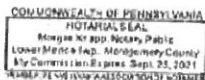
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11 day of April, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

| EQUIP. # | KEY WORD | DESCRIPTION | V.I.N OR SERIAL |
|--|-----------------|--------------------------------------|------------------------------|
| 1203 | COMPACTOR LARGE | 2008 BOMAG BW141AD-4TANDEM ROLLER | 1019200001138 |
| 818 | LOADER | 2008 VOLVO L90F WHEEL LOADER | L90FV68551 |
| 819 | LOADER | 2014 BOB CAT w/ PLANER | AHGL11198 |
| 19-TB307 | TRENCH BOX | ALUM BUILD A BOX 12' | |
| 19-TB308 | TRENCH BOX | ALUM BUILD A BOX 12' | |
| 821A | LOADER | BRADCO 60" SERIES II MULCHER MM60S | 471163 |
| 820 | LOADER | CASE 321 F | FNH321FSNGHP00390 |
| 823 | LOADER | CASE 321F | FNH321FSNHHP00345/ NPHHP0034 |
| 814 | BACKHOE | CASE COMBINATION 590SN | NCC567620 |
| 918 | TRACHOE | CASE CX90 | DAC080K6 NF58B1360 |
| 801 | COMPACTOR LARGE | CASE ROLLER SV208 | DDD000603 |
| 18-CP617A | CONC PUMP LARGE | COBRA COMBI HMI DRILL KIT | 73284 |
| 686 | CONCRETE SAW | CONCRETE TABLE SAW | 1277109 |
| 691 | CONCRETE SAW | CONCRETE TABLE SAW | 1260010 |
| 453 | PLATE COMPACTOR | GX 270 WACKER | GCHCK 1046805 |
| 810 | PLATE COMPACTOR | GX 270 WACKER | GCAJT 1202834 |
| 918 | TRACHOE | Hitachi Z60 Compact Excavator | HCM1Y805E00277139 |
| 913 | TRACHOE | Hitachi Z50-2 Compact Excavator | FF01M00270253 |
| 822 | LOADER | HYUNDAI HL980 | HHKHW600EG000104 |
| 915 | TRACHOE | Hyundai R233LC-9 Trachos | CD0000348 |
| 904 | TRACHOE | JD 135C-RT | FF135CX300125 |
| 18-824 | LOADER | JOHN DEERE 644K-II | 1DW544KZKF685927 |
| 662 | BACKHOE | JOHN DEERE BACKHOE 310SJ | T0310SJ170755 |
| 614 | SWEEPER | JOHN DEERE SWEEPER QCTL7 | B16033 |
| 901 | TRACHOE | KOBELCO SK350 | YC08U1967 |
| 901B | TRACHOE | KOBELCO SK350 WITH LASER EQUIPMENT | YC08U1967 |
| 811 | LOADER | KOMATSU WA75-3 (LOW JACK 03/20/2006) | H21524 |
| 821 | LOADER | KUBOTA TRACK LOADER SVL85 | 34271 |
| 912 | PIPE CAMERA | OUTPOST ROVVER X | 5600104 |
| 623 | PLATE COMPACTOR | PLATE COMPACTOR FWD 3.5K FORCE 5 | MULMVC90H |
| 401 | POWER SHOVEL | POWER SHOVEL | 4176CA14 |
| 403 | POWER SHOVEL | POWER SHOVEL | 4112CH |
| 479 | POWER SHOVEL | POWER SHOVEL | TMC49XT |
| 930 | COMPACTOR LARGE | Roller-Bomag 120 AD | 861880231168 |
| 931 | COMPACTOR LARGE | RUBBER TIRE BLAW KNOX PTC15 | 100724 |
| 618 | CONC PUMP LARGE | SCHWING MOD. #P-88 | 1-71-088-331 |
| 18-CP618 | CONC PUMP LARGE | SCHWING MODEL SP-88 | 88P2184 |
| 511 | CONCRETE SAW | STIHL TS-420 | 174841506 |
| 911 | PIPE CAMERA | UEM PREDIATOR | CAMER, DVD, ASSORIES |
| 604 | TRENCHER | VERMEER TRENCHER RT100 | 1VRX051E431000619 |
| 615 | CONC PUMP SMALL | VERMILION | |
| 18-CP617 | CONC PUMP LARGE | VERSAPUMP 2VPJ W/ JOYSTICK | 18-ZVPJ-1618-25K |
| 817 | LOADER | VOLVO L-30B | L30B1838007 |
| 19-825 | LOADER | VOLVO L36GS | 3424196 |
| 603 | PLATE COMPACTOR | WACKER BPU 4045 A forward/ reverse | 2150193 |
| 917 | TRACHOE | Yanmar MD 45 engine ser.# G0859 | 60518 |
| KEY WORDS CORRECTED: trucks, trailers, backhoe, compactor, compactor large, curber, dr drill, dozer, dozer | | | |
| 726 | TRAILER | 2010 / IMPE DUMP TRAILER | 1Z90T1025AJ213744 |
| 18-727 | TRAILER | 16' DECK OVER EQUIP TRLR | 1XNE20145J1085227 |
| 18-728 | TRAILER | 8.5X16 EQUIP TRLE W/ BRAKES / TANDEM | 1XNU616B4J1084731 |
| 19-729 | TRAILER | 16' DECK OVER EQUIP TRLR | 1XNBE202XK1092228 |
| 19-DH01 | DEMO HAMMER | 12.5AMP MID WALL DEMO HAMMER | 63437 |



SUNSHINE

LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida

PROJECT EXPERIENCE:

Annual Contract: Infrastructure Construction & Maintenance RFB# 2012-2514

Owner Name: Martin County

Contract Period: past 2009 – 2012, and current 2012 – 2015

Scope of Work: Construction and Maintenance of stormwater management facilities

RECENT INFRASTRUCTURE PROJECTS COMPLETED:

Project Name: Pine Tree Lane Drainage Improvements

Owner Name: Martin County

Contact Info: Jim Gorton 772-219-4905 jgorton@martin.fl.us

Location: Pine Tree Lane

Work Period: February – March 2014

Project Description: Drainage structure replacement, asphalt milling and resurfacing, driveway apron & curbing construction, full site restoration.

Project Name: Mapp Road Cross Drain

Owner Name: Martin County

Contact Info: Jim Gorton 772-260-8048 jgorton@martin.fl.us

Location: Mapp Road at Palm Cove, Palm City, FL

Work Period: February – March 2014

Project Description: Pipe replacement project at Mapp Road at Palm Cove including but not limited to: by-pass pump, roadway open cuts, construction of structure(s), asphalt milling, asphalt overlay, and full site restoration.

Project Name: All American Blvd Stormwater Maintenance Project

Owner Name: Martin County

Contact Info: Jim Gorton 772-260-8048 jgorton@martin.fl.us

Location: SW All American Blvd, Palm City, FL

Work Period: January – February 2014

Project Description: Cross drain replacement project, including but not limited to: dewatering, demolition of existing pipe, asphalt, & concrete, roadway open cut, construction of new sidewalk, asphalt milling and overlay, and full site restoration.

Project Name: SR/CR 707 Rio/Jensen Beach Project

Owner Name: Martin County

Contact Info: Ken Vreeland 772-260-1971 kvreelan@martin.fl.us

Location: Rio/Jensen Beach area

Work Period: October – March 2014

Project Description: Roadway, drainage and sidewalk improvements

Additional projects shall be submitted upon request.



3291 S. E. Lionel Terrace, Stuart, Florida

REFERENCES

CAPTEC Engineering, Inc. (Civil Engineering Firm)

Gary Jones, PE

Phone: 772-692-4344

Email: gjones@gocaptec.com

Coastal Community Association Management Services, Inc. (Property Management Co.)

Suzie Butler, Property Manager

Phone: 772-286-0030

Email: suzie@coastalstheone.com

Harbour Ridge Yacht & Country Club (Palm City Community)

Russell Reed, PE

Phone: 772-873-6048

Email: r.reed@hrycc.org

Martin County Engineering Dept.

Contact: James Gorton

Phone: 772-260-8048

Email: jgorton@martin.fl.us

Martin County Engineering Dept.

Contact: Ken Vreeland

Phone: 772-260-1971

Email: kvreelan@martin.fl.us

Sailfish Point POA & Utilities (Stuart Community)

Richard Marx, Director of Utilities

Phone: 772-225-1615

Email: r.marx@sailfishpoint.com

South Florida Water Management District

Contact: Guy Boisclair

Phone: 772-215-2983


Email: gboiscl@sfwmd.gov

Additional references shall be submitted upon request.

TOWN OF SEWALL'S POINT
TOWN COMMISSION MINUTES OF COMMISSION WORKSHOP
APRIL 23, 2019

[Verbatim details available at www.sewallspoint.org by clicking the "audio"  link for the meeting]

CALL TO ORDER

 6:26 PM Roll Call.

Present: Vice Mayor Frank Fender, Mayor Vinny Barile, Commissioner James W. Campo, Commissioner Dave Kurzman, Town Manager Pamela M. Walker (Not voting), Town Attorney Glen Torcivia (Not voting).

 7:00 PM Pledge to the Flag

 7:01 PM Additions, Deletions or Changes to the Agenda


Town Manager Walker asked that item 9 be added to the agenda ref approval of two bids.

 7:02 PM **Motion:** Add on item 9 to the agenda, **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Vice Mayor Frank Fender.

Motion passed unanimously.

 7:03 PM **Motion:** added item 10 to discuss the Town Manager Recruitment, **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Vice Mayor Frank Fender.

Motion passed unanimously.

 7:03 PM


Vice Mayor Fender offered his comments relating to a future meeting to receive a formal presentation about the utility facilities in Ft. Pierce. He also received information about another option for natural weed killing product that is an alternative to glyphosate.

CONSENT AGENDA

1. Financial Reports
2. Meeting Minutes
3. Building Activity Report
4. Police Activity Report Staff recommends approval

 7:07 PM PROCLAMATIONS AND CEREMONIAL MATTERS

Proclamation Declaring Arbor Day in Sewall's Point

 7:08 PM **Motion:** Proclamation, **Action:** Approve, **Moved by** Vice Mayor Frank Fender, **Seconded by** Commissioner Dave Kurzman. Motion passed unanimously.

 7:08 PM **Motion:** Consent Agenda , **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Commissioner Dave Kurzman.

Vice Mayor Fender requested the Town Manager provide information as it relates to future budget overages.
Motion passed unanimously.

PUBLIC COMMENT ON ALL MATTERS, INCLUDING


The following member of the public came forward and offered public comment:

Michele Bouguet
Scott Wade
Aron Trocchia
Michelle Hinnners
Jonathan Chantos
Phyllis Castro

*The roll call vote for the Consent Calendar was taken at this time.

Motion passed unanimously.

Commission Sponsor / Staff Recommendation

 7:33 PM


5. Design Engineering Services Contract for SSPR-1 and Homewood Outfall Pursuant to RFQ 2019-001 Commission Approval

 7:37 PM **Motion:** Contracts for Design Engineering Services SSPR-1 and Homewood Outfall pursuant to RFP 2019-001 Drainage Project #1-2 to Captec Engineering, **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Vice Mayor Frank Fender.

Commissioner Campo asked if the legal cost could be reduced in the procurement process since the Town has already extended past the budget with the past project.

Joe Capra explained that the Federal and FEMA grants are costly due to their stringent processes.

Motion passed unanimously.

 7:53 PM

6. Contracts for Emergency Debris Clearance and Removal Pursuant to RFP 18-004 Commission Approval


The item was presented by the Town Attorney who explained the three contractors have not agreed to some of the terms of the contract.

Town Engineer Joe Capra said the concern of the contractors is the cost to their company for a contract that may never be commenced.

The Commission directed the Town Engineer to negotiate additional/amended terms with the local contractors:

 8:04 PM **Motion:** , **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Commissioner Dave Kurzman.

Motion passed unanimously.


 8:07 PM

7. Budget Amendment Resolution

Commission Approval

 8:41 PM **Motion:** Budget Amendment Resolution 871, **Action:** Approve, **Moved by** Commissioner James W. Campo, **Seconded by** Vice Mayor Frank Fender.


Motion passed unanimously.

 8:46 PM

8. Potential Funding for Aerobic and/or Sewer Systems for Resident Choice Commissioner Kurzman n/a

Commissioner Kurzman gave a brief overview regarding a proposed Aerobic septic to sewer system for residential choice.

The following agenda item 9 was added to the agenda under Additions, Deletions or Changes to the Agenda

 8:55 PM

9. Approval of two bids 2019-1 High Point and 122 SSPR Stormwater

Town Manager Walker gave a brief overview of the proposed approval of two bids.

 8:56 PM **Motion:** , **Action:** Approve two bids 2019-1 High Point and 122 SSPR Stormwater, **Moved by** Commissioner James W. Campo, **Seconded by** Vice Mayor Frank Fender.

Motion passed unanimously.

The following item was added under Additions, Deletions or Changes to the Agenda by Commissioner Campo.

10. Town Manager Recruitment presentation by Dave Collier of Colin Baenziger and Associates.

Dave Collier came forward and offered the services of Colin Baenziger and Associates for the Town Manager recruitment.

The Town Commission thanked Mr. Collier for his presentation.

COMMISSIONERS OR STAFF COMMENTS

 9:20 PM Town Attorney Torcivia advised the Commission the resident is moving forward with a helipad on his boat dock. The Commission advised the Attorney to bring back an Ordinance on prohibiting that landing and taking off of Aircraft in the Town for first reading.

 9:25 PM **Motion:** , **Action:** Adjourn, **Moved by** Commissioner Dave Kurzman, **Seconded by** Commissioner James W. Campo.

Motion passed unanimously.

ADJOURN 9:25 PM

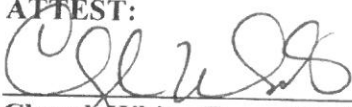


APPROVED:



Mayor Vinny Barile, Presiding Officer

ATTEST:



Cheryl White, Town Clerk

Minutes approved at the meeting of: May 28, 2019

Town of Sewall's Point
Trial Balance
As of September 30, 2020

| | Sep 30, 20 | |
|--|------------|------------|
| | Debit | Credit |
| Cash Accounts:101.002 · PETTY CASH | 0.00 | |
| Cash Accounts:101.01 · Closed acct - BofA operating | 0.00 | |
| Cash Accounts:101.02 · Closed acct - BofA MMI | 0.00 | |
| Cash Accounts:101.023 · Line of Credit #2 | 0.00 | |
| Cash Accounts:101.06 · Closed acct - B of A payroll | 0.00 | |
| Cash Accounts:101.07 · Intransit Cash | 0.00 | |
| Cash Accounts:101.421 · Seacoast Payroll 6421 | | 79,843.03 |
| Cash Accounts:101.501 · Seacoast Operating 6501 | | 283,293.50 |
| Cash Accounts:101.771 · Seacoast SWEEP 6771 | 2073342.21 | |
| Investment Accounts:101.005 · FL STATE 272201 LGIP | 2364702.45 | |
| Investment Accounts:104.055 · FL STATE 272202 LGIP | 9,760.66 | |
| Investment Accounts:104.555 · SBA Unrealized Loss | 0.00 | |
| Restricted Cash:101.006 · FL Recovery Funds 272201/2 B | 0.00 | |
| Restricted Cash:101.011 · Closed acct-BofA Bldg Elev. | 0.00 | |
| Restricted Cash:101.851 · Seacoast FEMA /RFC 6851 | 0.00 | |
| Accounts Receivable:FEMA/RFC Grants 2010 | 0.00 | |
| Accounts Receivable:Stormwater Grants | 0.00 | |
| OTHER CURRENT ASSETS:101.024 · Sun Trust CD | 0.00 | |
| OTHER CURRENT ASSETS:103.057 · CASH-RIVERCRE... | 0.00 | |
| OTHER CURRENT ASSETS:104.070 · CD Bank Of Ameri... | 0.00 | |
| OTHER CURRENT ASSETS:104.071 · Bank of America ... | 0.00 | |
| OTHER CURRENT ASSETS:104.080 · Bank of America - ... | 0.00 | |
| OTHER CURRENT ASSETS:104.090 · Gulfstream Bank -... | 0.00 | |
| OTHER CURRENT ASSETS:104.095 · Gulfstream CD | 0.00 | |
| OTHER CURRENT ASSETS:115.03 · Other Current Rece... | 0.00 | |
| OTHER CURRENT ASSETS:116.000 · Accrued Receivab... | 35,435.20 | |
| OTHER CURRENT ASSETS:130.00 · St of FI Fund B - Re... | 0.00 | |
| OTHER CURRENT ASSETS:131.000 · Due (To)From Bld... | 0.00 | |
| OTHER CURRENT ASSETS:131.252 · Due (To) From Ge... | 0.00 | |
| OTHER CURRENT ASSETS:131.253 · Due to/From MMI | 0.00 | |
| OTHER CURRENT ASSETS:133.010 · Intergovernment R... | 44,027.54 | |
| OTHER CURRENT ASSETS:133.011 · Intergovernmental... | 0.00 | |
| OTHER CURRENT ASSETS:133.012 · FEMA Reimburse... | 374,721.00 | |
| OTHER CURRENT ASSETS:133.015 · Grants Receivable... | 0.00 | |
| OTHER CURRENT ASSETS:141.091 · FIRST PEOPLES ... | 0.00 | |
| OTHER CURRENT ASSETS:141.092 · Bank of America CD | 0.00 | |
| OTHER CURRENT ASSETS:155.000 · Prepaid Expenses | 0.00 | |
| OTHER CURRENT ASSETS:155.02 · Prepaid Insurance | 0.00 | |
| Fixed Assets:159.01 · INVESTMENTS IN GFA - GEN FUN | | 2128701.13 |
| Fixed Assets:159.02 · INVESTMENTS IN GFA-FED REVEN | 0.00 | |
| Fixed Assets:159.022 · INVESTMENTS IN GFA-SUB | 0.00 | |
| Fixed Assets:161.91 · LAND | 604,381.67 | |
| Fixed Assets:161.92 · LAND IMPROVEMENTS | 88,544.25 | |
| Fixed Assets:161.94 · Roads & Walkways | 1624182.60 | |
| Fixed Assets:162.91 · BUILDING - TOWN HALL | 411,010.43 | |
| Fixed Assets:164.91 · STREET LIGHTS | 140,590.00 | |
| Fixed Assets:164.92 · LANDSCAPING | 59,533.30 | |
| Fixed Assets:165.000 · Construction In Progress | 28,690.00 | |
| Fixed Assets:166.91 · POLICE CARS & EQUIPMENT | 444,856.07 | |
| Fixed Assets:166.912 · TRUCK - BUILDING DEPT | 40,727.00 | |
| Fixed Assets:166.92 · OFFICE EQUIPMENT | 84,404.74 | |
| Fixed Assets:166.93 · FURNITURE & FIXTURES | 11,000.00 | |
| Fixed Assets:166.94 · ACCUMULATED DEPRECIATION | | 1545539.93 |
| Fixed Assets:166.950 · DEPRECIATION EXPENSE | 136,321.00 | |

Town of Sewall's Point
Trial Balance
As of September 30, 2020

| | Sep 30, 20 | |
|---|------------|------------|
| | Debit | Credit |
| Other Assets:101.099 · Other Receivable | 30.00 | |
| Other Assets:101.03 · Retirement Forfeiture Account | 0.00 | |
| ACCOUNTS PAYABLE:202.2 · ACCOUNTS PAYABLE | | 72,364.25 |
| ACCOUNTS PAYABLE:204.500 · FEMA/RFC Payables | 0.00 | |
| 210.00 · Unavailable Revenue (Fema Rec.) | 0.00 | |
| OTHER CURRENT LIABILITIES:206.000 · Accrued Carryf... | 0.00 | |
| OTHER CURRENT LIABILITIES:101.022 · Line of Credit | 0.00 | |
| OTHER CURRENT LIABILITIES:202.300 · Temp account ... | | 2,115.11 |
| OTHER CURRENT LIABILITIES:202.31 · RETAINAGE P... | 0.00 | |
| OTHER CURRENT LIABILITIES:205.000 · Accrued Expe... | | 20,397.80 |
| OTHER CURRENT LIABILITIES:207.000 · Technology/Pr... | | 3,285.04 |
| OTHER CURRENT LIABILITIES:208.001 · State Fees Pa... | | 7,006.71 |
| OTHER CURRENT LIABILITIES:209.000 · Martin Cty Imp... | | 31,468.62 |
| OTHER CURRENT LIABILITIES:218.000 · Deferred Reve... | 0.00 | |
| OTHER CURRENT LIABILITIES:239.900 · FEMA Funds ... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.200 · FEDERAL W/H... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.210 · FICA W/H TAX | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.212 · MEDICARE W/... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.216 · PAYROLL CLE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.220 · Blue Cross Blu... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.291 · DENTAL INSU... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:217.295 · ACCRUED RE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| 217.00 · PAYROLL LIABILITIES:220.000 · PAYROLL DE... | 0.00 | |
| Long Term Liability:217.213 · Accrued Compensable Abse... | | 43,415.15 |
| Long Term Liability:217.214 · Loan Payable Land | 0.00 | |
| Long Term Liability:299.000 · Amounts to be provided for ... | 43,415.15 | |
| Designated for Special Projects:247.030 · Reserve for Pre... | | 4,871.04 |
| Designated for Special Projects:247.044 · Reserves for Si... | 0.00 | |
| Designated for Special Projects:247.05 · Designated for Pl... | | 50,000.00 |
| Designated for Special Projects:247.06 · Reserve - Vehicl... | 0.00 | |
| Designated for Special Projects:247.061 · Reserve - Town... | 0.00 | |
| Designated for Special Projects:247.062 · Reserve - Disas... | 0.00 | |
| Designated for Special Projects:247.31 · Electrical Underg... | 0.00 | |
| Designated for Special Projects:247.32 · Disaster Reserve | | 663,871.44 |
| Designated for Special Projects:247.33 · Operating Reserve | | 500,000.00 |
| EQUITY:247.000 · Opening Bal Equity | | 786,574.05 |
| EQUITY:247.010 · Reserve for Filing Fee & SD | 0.00 | |
| EQUITY:247.30 · A1A project | 0.00 | |
| EQUITY:247.4 · Op Fund Unrestricted Balance | | 1079401.23 |
| EQUITY:247.401 · fund Bal Trnspt Fund | 0.00 | |
| 32000 · Retained Earnings | | 267,189.53 |
| Revenue:Intergovernmental:312.400 · Gas Tax | | 47,472.01 |
| Revenue:Intergovernmental:315.000 · Communications S... | | 13,365.05 |
| Revenue:Intergovernmental:335.120 · State Revenue Sha... | | 16,415.25 |
| Revenue:Intergovernmental:335.180 · Sales Tax | | 52,855.57 |
| Revenue:Intergovernmental:351.200 · Police Dept Grant | | 1,000.00 |
| Revenue:Local Taxes, Fees, Fines:311.100 · Ad Valorem ... | | 1631384.69 |
| Revenue:Local Taxes, Fees, Fines:316.000 · Local Busine... | | 1,345.57 |
| Revenue:Local Taxes, Fees, Fines:322.000 · Building Per... | | 130,173.97 |

Town of Sewall's Point
Trial Balance
As of September 30, 2020

| | Sep 30, 20 | |
|---|------------|-----------|
| | Debit | Credit |
| Revenue:Local Taxes, Fees, Fines:323.100 · Electric Fran... | | 51,668.71 |
| Revenue:Local Taxes, Fees, Fines:325.200 · Building Dep... | | 25,458.54 |
| Revenue:Local Taxes, Fees, Fines:351.300 · Civil Fines | | 200.00 |
| Revenue:Local Taxes, Fees, Fines:351.500 · Traffic Fines | | 4,594.95 |
| Revenue:Local Taxes, Fees, Fines:351.501 · Police Educ... | | 430.46 |
| Revenue:Local Taxes, Fees, Fines:361.100 · Interest | | 11,440.14 |
| Revenue:Local Taxes, Fees, Fines:366.900 · Miscellaneo... | | 1,075.00 |
| Revenue:Local Taxes, Fees, Fines:367.000 · Town Licens... | | 2,004.20 |
| Recurring Expenses:Human Resources:Police Departmen... | 196,401.74 | |
| Recurring Expenses:Human Resources:Police Departmen... | 1,359.23 | |
| Recurring Expenses:Human Resources:Police Departmen... | 456.83 | |
| Recurring Expenses:Human Resources:Police Departmen... | 1,180.00 | |
| Recurring Expenses:Human Resources:Police Departmen... | 910.62 | |
| Recurring Expenses:Human Resources:Police Departmen... | 2,888.60 | |
| Recurring Expenses:Human Resources:Police Departmen... | 2,307.49 | |
| Recurring Expenses:Human Resources:Police Departmen... | 15,190.74 | |
| Recurring Expenses:Human Resources:Police Departmen... | 26,681.86 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 1,903.86 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 32,594.49 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 1,344.24 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 2,384.09 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 1,903.86 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 12,435.21 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 889.16 | |
| Recurring Expenses:Human Resources:Town Hall HR:512... | 1,865.28 | |
| Recurring Expenses:Human Resources:Town Hall HR:513... | 25,541.04 | |
| Recurring Expenses:Human Resources:Town Hall HR:513... | 1,935.68 | |
| Recurring Expenses:Human Resources:Town Hall HR:524... | 10,192.35 | |
| Recurring Expenses:Human Resources:Town Hall HR:524... | 1,290.88 | |
| Recurring Expenses:Human Resources:Town Hall HR:524... | 6,682.69 | |
| Recurring Expenses:Human Resources:Town Hall HR:539... | 11,629.59 | |
| Recurring Expenses:Human Resources:Town Hall HR:539... | 677.88 | |
| Recurring Expenses:Human Resources:Town Hall HR:539... | 114.74 | |
| Recurring Expenses:Human Resources:Town Hall HR:539... | 885.35 | |
| Recurring Expenses:Human Resources:Town Hall HR:539... | 1,744.47 | |
| Recurring Expenses:Human Resources:519.230 · Insuran... | | 459.42 |
| Recurring Expenses:Human Resources:519.230 · Insuran... | 51,023.35 | |
| Recurring Expenses:Human Resources:519.230 · Insuran... | | 57,178.85 |
| Recurring Expenses:Human Resources:519.230 · Insuran... | 3,877.35 | |
| Recurring Expenses:Human Resources:519.230 · Insuran... | 917.95 | |
| Recurring Expenses:Human Resources:519.230 · Insuran... | 80.69 | |
| Recurring Expenses:Human Resources:519.230 · Insuran... | | 306.98 |
| Recurring Expenses:Human Resources:519.24 · Worker's... | 6,462.00 | |
| Recurring Expenses:Operating Expenses:519.51k · Bank ... | 193.20 | |
| Recurring Expenses:Operating Expenses:519.40 · Travel | 1,895.19 | |
| Recurring Expenses:Operating Expenses:519.41 · Comm... | 14,478.45 | |
| Recurring Expenses:Operating Expenses:519.43 · Utilities | 20,444.38 | |
| Recurring Expenses:Operating Expenses:519.45 · Liability... | 37,664.00 | |
| Recurring Expenses:Operating Expenses:519.48 · Town E... | 4,897.22 | |
| Recurring Expenses:Operating Expenses:519.49 · Other ... | 1,230.77 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 206.87 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 2,117.14 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 1,025.43 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 4,712.00 | |

Town of Sewall's Point
Trial Balance
As of September 30, 2020

| | Sep 30, 20 | |
|--|-------------------|-------------------|
| | Debit | Credit |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 1,719.50 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 1,175.00 | |
| Recurring Expenses:Operating Expenses:519.51 · Office ... | 1,198.29 | |
| Recurring Expenses:Operating Expenses:519.52 · Fuel, O... | 3,957.87 | |
| Recurring Expenses:Operating Expenses:519.52 · Fuel, O... | 143.98 | |
| Recurring Expenses:Operating Expenses:519.54 · Dues, ... | 1,660.90 | |
| Recurring Expenses:Operating Expenses:521.52 · PD Enf... | 557.06 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | | 20.00 |
| Recurring Expenses:Outside Services:Maintenance Servic... | 10,017.50 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 1,608.93 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 556.92 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 1,433.60 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 515.00 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 2,796.11 | |
| Recurring Expenses:Outside Services:Maintenance Servic... | 90.00 | |
| Recurring Expenses:Outside Services:Professional Servic... | 14,366.75 | |
| Recurring Expenses:Outside Services:Professional Servic... | 21,138.75 | |
| Recurring Expenses:Outside Services:Professional Servic... | 1,325.00 | |
| Recurring Expenses:Outside Services:Professional Servic... | 251,100.00 | |
| Recurring Expenses:Outside Services:Professional Servic... | 2,738.75 | |
| Capital Expenses:541.630 · Capital Improvements:541.67... | 10,811.50 | |
| Capital Expenses:541.630 · Capital Improvements:541.67... | 110,167.28 | |
| Capital Expenses:541.630 · Capital Improvements:541.67... | 1,545.00 | |
| Capital Expenses:541.630 · Capital Improvements:541.67... | 38,090.00 | |
| Capital Expenses:541.630 · Capital Improvements:541.67... | 5,180.00 | |
| TOTAL | <u>9618186.92</u> | <u>9618186.92</u> |

TOWN OF SEWALL'S POINT



TO: Commissioners
FROM: Michelle Berger, Town Manager
SUBJECT: Budget Amendment #1 FY 2020
January 14, 2020 Commission Meeting

Background:

On April 23, 2019, Sunshine Land Design was awarded the contract for construction of 122 S. Sewall's Point Road/Palm Road Baffle Box construction and the High Point Outfall repairs. The contract was awarded in accordance with purchasing requirements from sealed bid 2019-1, in the amount of \$110,167.28 for both projects. The funds for the project were allocated in account 541.CF in Fiscal Year 2018-2019. Although the contract was awarded in the prior fiscal year, the work was 100% complete in Fiscal Year 2019-2020 and the carry-forward budget was not included in the current Fiscal Year. The recommended resolution seeks to resolve the absence of the carry-forward budget, and appropriate funds from 247.40 (Unrestricted Fund Balance) to 541.CF (Stormwater 2018) to remit final payment for work performed.

Additionally, the Town website experienced a disruption of service beginning on 1/6/2020, and emergency repair was needed to restore functions to all users, both internal and external. As a result, Staff is requesting a budget transfer of \$10,000 from 541.67V (Replacement Vehicles) to account 519.64T (TH Equipment, IT). The referenced transfer has a net impact of zero dollars to the existing budget.

Impact to the Budget:

The overall impact to the budget is an increase in Capital Expenses, in the amount of \$110,167.28, and a reduction in Unrestricted Fund balance, in the amount of \$110,167.28.

Recommendation:

Staff recommends approval of the Resolution as presented

- Increase account 541.CF, Stormwater 2018, by \$110,167.28
- Decrease account 247.40, Unrestricted Fund Balance, by \$110,167.28
- Increase account 519.64T, TH Equipment, IT, by \$10,000.00
- Decrease account 541.67V, Replacement Vehicles, by \$10,000.00