

#6

THIS AGREEMENT, is made and entered into on this 3<sup>rd</sup> day of January 2024, by and between the CITY OF LONG BEACH, 1 West Chester Street, Long Beach, New York, a municipal corporation duly organized and validly existing under the laws of the State of New York (hereinafter "Employer") and DANIEL CREIGHTON, residing at [REDACTED] (hereinafter "City Manager"), both of whom understand as follows:

WITNESSETH:

WHEREAS, on January 2, 2024, the City Council appointed Daniel Creighton as City Manager pursuant to Article 3, Sections 11(A) and 20(2) of the Charter of the City of Long Beach, New York (hereinafter "City Charter"); and

WHEREAS, Article 3, Section 20(3)(a) of the City Charter authorizes the execution of an employment agreement with the City Manager providing terms and conditions of employment different than those set forth in the City Charter and the City Personnel Code and for appointment to a fixed rather than indefinite term; and

WHEREAS, the Employer desires to continue obtain the services of Daniel Creighton as City Manager of the City of Long Beach, as provided by Section 20 of the Charter of the City of Long Beach; and

WHEREAS, it is the desire of the City Council, the governing board of the Employer (hereinafter "Council"), to provide certain benefits, to establish and to set the working conditions of said City Manager, and to memorialize the conditions of the City Manager's employment during the term of his employment; and

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

The Council hereby agrees to employ Daniel Creighton as City Manager of the City of Long Beach (hereinafter the "City") to perform the functions and duties specified in the City Charter and Personnel Code of the City as the same may be amended from time to time. The City Manager shall perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign, or as provided in the City Charter. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of City Manager. The City Manager shall follow and implement policy and administrative initiatives and shall adhere to the directives made by the Council. The provisions of this contract shall govern in the event of a conflict between the City Charter and this contract.

## Section 2: Term

- A. Except as otherwise provided herein, the City Manager's term of employment shall be from January 3, 2024, until December 31, 2025, unless further extended or sooner terminated as hereinafter provided.
- B. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with its provisions or by an agreement in writing by the parties.
- C. In the event both parties desire to enter into a successor to this Agreement, they agree to negotiate such contract prior to the termination of this Agreement.

## Section 3: Termination

- A. This agreement and the City Manager's employment may be terminated by the Council for any reason, upon thirty (30) days written notice.
- B. The City Manager shall receive any separation payments for which he is entitled to receive as authorized by the City Personnel Code.
- C. All fringe benefits provided to the City Manager shall cease on the effective date of termination, subject to the City Manager's right to elect continued health care coverage under the City's health care plan pursuant to COBRA.

## Section 4: Resignation

In the event the City Manager voluntarily resigns from his position before the expiration of the term of his employment, the City Manager shall give the Council at least six weeks written notice in advance, unless the parties agree otherwise.

## Section 5: Salary

The Council agrees to pay the City Manager for his services rendered annually a base salary commencing on the date of execution hereof of TwoHundred Twenty Thousand Dollars (\$220,000.00). His annual wages shall increase 5% per annum for the term of this agreement. The City Manager's salary and fringe benefits for each succeeding year of this agreement and any extension hereof, shall not be diminished.

## Section 6: Hours of Work

It is recognized that the City Manager will devote a great deal of time outside the normal forty (40) office hours to business of the City and to that end the City Manager shall be allowed to establish an appropriate work schedule. There shall be no additional compensation and the City Manager shall not be entitled to compensatory time for such services.

In the event of an emergency arising from a severe weather or other urgent event, declared by the City Manager after consultation with the President of the City Council, as a result of the City Manager's responsibilities, the City Manager will be required to remain on duty within the City of Long Beach during weekends and holidays without additional compensation.

#### Section 7: Benefits

It is recognized that the City Manager has a significant amount of tenure in his profession and should be entitled to the following days off:

- A. The City Manager shall be granted the benefits set forth in Chapter 19 of Article II of the Personnel Code of the City of Long Beach except as modified herein.
- B. Notwithstanding anything contained in Section 19-19(i) of the Personnel Code of the City of Long Beach to the contrary, the City Manager shall annually accrue twenty-five (25) vacation days beginning upon the commencement date of this Agreement and upon such succeeding January 1<sup>st</sup>. said vacation accruals shall be prorated in the event this Agreement is terminated prior to its full term.
- C. The City Manager shall be entitled to fifteen (15) paid sick days each year of this Agreement.
- D. The City Manager shall be entitled to five (5) personnel days each year of this Agreement.
- E. With respect to Section 19-19 (G) of the Personnel Code of the City of Long Beach, it is understood and agreed that the City Manager will be permitted to attend, during the term of his employment, up to two annual conferences, including, but not limited to, the International City/County Management Association ("ICMA") Annual Conference at the City's reasonable expense. The City Manager shall provide the Council with appropriate verification of his expenses such as paid receipts.
- F. The City will pay or reimburse the City Manager's ICMA membership dues not to exceed the amount of \$1,400.00

#### Section 8: Indemnification

In addition to those rights provided by law, the Council agrees to provide legal counsel and to indemnify the City Manager against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or

damage to the property of any person, committed while the City Manager is acting within the scope of his employment, or under the direction of the Council. This obligation shall supplement and be in addition to any rights which the City Manager may have arising under the City Charter, law and specifically under §18 of the Public Officers Law if coverage thereunder has been elected by the Council.

#### Section 9: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service postage prepaid, addressed as follows:

COUNCIL:

City Council  
City of Long Beach  
1 West Chester Street  
Long Beach, New York 11561

CITY MANAGER:

Daniel Creighton  


Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 10: Severability

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision, a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five days, either party hereto may submit the issue for final disposition, to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

Any claimed violation of a provision of this Agreement may be submitted to an arbitrator selected pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association.

Section 11: Jurisdiction and Dispute Forum

- A. This contract will be construed in accordance with the laws of the State of New York.
- B. Any claimed violation of a provision of this Agreement may be submitted to an arbitrator selected pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association.

Section 12: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.
- C. This Agreement shall become effective commencing December 1, 2021.
- D. City Manager acknowledges and agrees that City Manager was provided the opportunity to have this Agreement reviewed by legal counsel of City Manager's choice.
- E. The language of all parts of this Agreement shall be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.

IN WITNESS WHEREOF, the City of Long Beach of the County of Nassau, State of New York, pursuant to City Council Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2024, attached hereto and made a part here caused

this Agreement to be signed and executed in its behalf by its City Council President, and duly attested by its City Clerk and Corporation Counsel, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
CITY COUNCIL  
By: Brendan Finn, President  
Date:

\_\_\_\_\_  
DANIEL CREIGHTON  
Date:

ATTEST

\_\_\_\_\_  
City Clerk  
David W. Fraser  
Dated:

Approved as to Form:

\_\_\_\_\_  
Corporation Counsel  
Dennis M. Cohen  
Dated:



# City of Long Beach

## INTEROFFICE MEMO

To: Daniel Creighton, City Manager  
Dennis Cohen, Corporation Counsel  
Inna Reznik, City Comptroller

From: Joseph Febrizio, Commissioner of Public Works

Subject: Request for City Council Resolution –Long Beach Police Auxiliary Building

Date: January 18, 2024

On November 10, 2023, the City sent out Request for Proposals to qualified professional consulting engineering firms to prepare plans, specifications and contract documents for the rehabilitation of the Long Beach Police Auxiliary Building. Construction administration and part-time inspection services are incorporated as well.

Proposals were due Friday, December 15, 2023. The City received three (3) proposals. All responses to the request for proposal were evaluated by the City Selection Committee for expertise, experience, understanding of the project and scheduling.

The following firms sent proposals:

- AI-ALT PLLC  
25 Melville Park Road  
Melville, NY 11747 .....\$168,000.00
- Hirani Engineering and Land Surveying.....\$170,000.00
- D&B Engineers and Architects .....\$279,200.00

AI-Alt was the candidate that was preferred by the committee. They had the second lowest price, however, they negotiated in good faith and adjusted their price to the lowest.

AI-ALT Structural Engineering PLLC has worked with the City of Long Beach on several projects and has performed all work on time and within budget.

Funding is available on budget lines: H1018.52349 (Various Building Improvement) \$4,973.54  
H1024.53101 (City Building Rehab, Various) \$163,026.46

cc: Steven Pambianchi, Dep Corporation Counsel



R

# City of Long Beach

## INTEROFFICE MEMO

To: Daniel Creighton, City Manager  
Dennis Cohen, Corporation Counsel  
Inna Reznik, City Comptroller

From: Joe Febrizio, Commissioner of Public Works

Subject: Request for City Council Resolution – Downtown Resilient Connectivity for  
Park Avenue-Phase II. (~~West~~ Park Avenue Riverside to Long Beach Road )  
East

Date: January 22, 2024

On January 18, 2024 this office received six (6) bids for the above stated project. The purpose of this project to improve walkability, accessibility and safety, make general streetscape and beautification improvements. Also included in this project, the replacement of all curbs, sidewalks, and street lighting with the replacement and planting of new trees.

The six (6) bids received were:

Roadwork Ahead, Inc.....	\$1,183,533.10
2186 Kirby Lane	
Syosset, NY 11791	
Stasi General Contracting.....	\$1,209,858.00
United Paving, Inc.....	\$1,254,913.50
Suffolk Paving Inc.....	\$1,929,000.00
T. Novelli Contracting, Inc.....	\$2,519,200.00
Allen Industries, Inc.....	\$2,668,78000

NV5, the City Consultant checked the references of Roadwork Ahead and recommended (see attached letter) them accordingly.

The grant total for Phase I and Phase II was \$2,550,000.00 respectfully. The City's responsibility is 50% or \$1,275,000.00. Once grant reimbursement is received for Park Avenue Resiliency (Phase I), a capital budget amendment will be presented to the City Council for their approval to increase state grant revenue and expense budgets in H1018.52343 (Edwards Avenue Overlay)

Funding for this project is available from budget line:  
H1018.52343 (Edwards Ave. Overlay) \$1,038,296.89  
H1023.52344 ( Park Avenue Resiliency) \$145,236025

cc: Steven Pambianchi, Dep. Corporation Counsel



January 19, 2024

Mr. Joseph Febrizio  
 Commissioner of Public Works  
 City of Long Beach  
 One West Chester Street  
 Long Beach, NY 11561

Re: DOWNTOWN RESILIENT CONNECTIVITY FOR PARK AVENUE – PHASE II  
 NYSDOS Contract No. C1000947  
**Bid Analysis / Recommendation of Award**

Dear Commissioner Febrizio:  
 We have reviewed the bids received by the City of Long Beach on January 18, 2024, for the above-referenced project. A total of six (6) bids were received. Below are the bidders' names and the amount bid:

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Roadwork Ahead, Inc.	\$1,183,533.10
2	Stasi General Contracting, LLC	\$1,209,858.00
3	United Paving Corp.	\$1,254,913.50
4	Suffolk Paving Corp.	\$1,929,000.00
5	Thomas Novelli Contracting Corp.	\$2,519,200.00
6	Allen Industries, Inc.	\$2,668,780.00

Roadwork Ahead, Inc. (RWA) has submitted the lowest bid of \$1,183,533.10, which is 22% lower than the Engineer's Estimate of \$1,522,502.00. The second and third lowest bidders, Stasi General Contracting, LLC and United Paving Corp. have submitted bids that were approximately 21% and 18% lower than the Engineer's Estimate, respectively. A bid analysis tabulation of the bidder's unit costs is attached for reference. In general, RWA's unit bid prices appear to be reasonable in comparison with the Engineer's Estimate (or the 2<sup>nd</sup> and 3<sup>rd</sup> lowest bidders). RWA has confirmed per email, that they stand by their unit prices, when questioned by NV5 during the vetting process on 01.19.2024 and will be able to complete the project within the allotted timeframe.

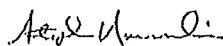
The M/WBE goals for the contract will be met by RWA by utilizing NYS certified minority-owned business enterprise (MBE) subcontractors to provide \$117,000.00 worth of materials (asphalt and concrete), and survey operations. A NYS certified women-owned business enterprise (WBE) subcontractor will be utilized to provide \$100,000.00 worth of material supply (building materials and pavers) for the project. See attached NYSDOS M/WBE Utilization Plan. NV5 has confirmed that the proposed M/WBE subcontractors are registered and listed on the NY State approved list, as of 01.19.2024.

RWA has supplied a list of current and recently completed projects on which they have performed similar work. The construction scope for these projects consists of work items similar to the subject project including concrete curb and sidewalks, pavement restoration, drainage and maintenance and protection of traffic.

Furthermore, RWA and its Subcontractors have no federal exclusions, State debarments, or OSHA violations.

We conclude that RWA, based upon their performance on past jobs and experience with the City of Long Beach, is capable of performing the work and submitted a responsible bid for the project. Therefore, we have no objection to awarding the contract to Roadwork Ahead, Inc.

Very Truly Yours,  
 NV5 New York – Engineers, Architects, Landscape Architects and Surveyors



Stephen Normandin, P. E., Managing Director

ENCL: 1. Bid Analysis  
 2. Contractor's M/WBE Utilization Plan

40 Marcus Drive, Suite 201 | Melville, NY 11747 | www.NV5.com | Office 631.891.3200

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

2/1/24

Bid Opening Form - Sanitary Sewer Replacement Pine St. Clark to Harmon St.

Contractor	Bid Bond	Bid amount
Pioneer Landscaping and ASPHALT PAVING INC.	10%	\$ 198,392.00
Allen Industries	10%	\$ 172,996.00
ALAC Contracting Corp.	10%	\$ 595,400.00
Banker Construction	10%	\$ 266,832.00
United Paving Corp.	10%	\$ 120,710.00
Thomas Nowell Contracting Corp.	10%	\$ 149,300.00
* Moreda Contracting Services	10%	\$ 85,410.00



CITY OF LONG BEACH  
1 WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561  
(516) 431-1001  
FAX: (516) 431-1389

# 11

**MEMO:**

**TO:** Dan Creighton, City Manager  
Inna Reznik, City Comptroller  
Dennis Cohen, Corporation Counsel  
David Fraser, City Clerk  
Steven Pambianchi, Assistant Corporation Counsel

**FROM:** Patti Bourne, Director of Economic Development and Planning  
Tyler Huffman, Director of Community Development

**Date:** 1/26/24

**RE:** Agenda Items for 2/6/24 and 2/20/24 Council Meetings - CDBG 50<sup>th</sup> Year Public Hearing, Application, and Contract

We are requesting the followings items be placed on the agendas for the 2/6 and 2/20 City Council Meetings:

2/6/24 - Notice of Public Hearing

2/20/24 - Public Hearing and Resolution to Apply for CDBG Funding

**Background:**

The 50<sup>th</sup> Year application portal for Community Development Block Grant (CDBG) Program funding through the Nassau County Office of Community Development is now open. The City is eligible to apply annually for US Department of Housing and Urban Development (HUD) funds through the Nassau County Consortium. The City plans to apply for funds for a variety of programs under HUD eligibility criteria. The City received an 18% increase in funding for the 49<sup>th</sup> year.

To apply for funding, the City is required to hold a public hearing to solicit public input prior to the submission of the application. We are proposing to notice the public hearing at the 2/6/24 meeting and hold the public hearing at the 2/20/24 meeting. At the February 20<sup>th</sup> meeting the resolution will be on the agenda to submit the application to Nassau County.

The Public Hearing provides information about the CDBG application, the City's intent to apply, and the solicitation of public comments prior to the submission of the application. Our funding application is due to Nassau County **by 3/18/24**, so the public hearing must take place prior to this date.

If you have any questions, let us know.

#12

City of Long Beach  
Department of Buildings and Property Conservation

APPLICATION FOR CHANGE OF USE/USE PERMIT

RE: Property at 1024 W. BEECH ST, Long Beach, NY

Section 58 Block 107 Lots 1

Cross Streets: KENTUCKY ST. & ~~BEECH ST.~~ Indiana Ave

Record Owner of Title: JANET CHUNG KIM

The undersigned hereby makes application for:

Type of Business: COMMERCIAL (BUSINESS-B)

Specific Services or Products BUBBLE TEA SHOP -- ~~VA~~ Bubble Tea

Pursuant to provisions contained in the Code of Ordinances of the City of Long Beach.

How was premise formerly used: NAIL SALON

The Commissioner of Buildings and Property Conservation of the City of Long Beach, or his legally designated representative, is hereby authorized to make an inspection of each and every part of the above premise to determine approval of this application.

Name of prospective tenant: HUANGQI JIANG

Address: 1024 W. BEECH ST., LONG BEACH, NY 11561

Telephone #: 917-353-9286

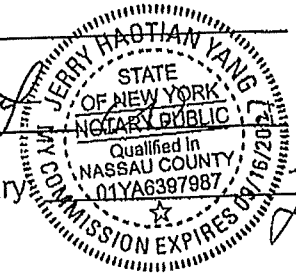
E-Mail Address: HUANGQI34@GMAIL.COM

If Corporation: President: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Record Owner of Title: [Signature]

Sworn before me this Jan day of 5, 2024 Notary  
(Fee: \$100.00)



Jerry Yan

City of Long Beach  
Department of Buildings and Property Conservation

APPLICATION FOR WAIVER OF OFF-STREET PARKING REQUIREMENTS  
PURSUANT TO CODE 9-112 (18)

Street Address of Property: 1024 W. BEECH ST., LONG BEACH, NY 11561

Map Description: Section: 58, Block: 107, Lot(s): 1

Street Floor or Other Floor: STREET FLOOR

Frontage of Premise on Street: ~~52.90FT~~ 70'

Name of Record Owner of Property: JANET CHUNG KIM

Address of Record Owner: 1024 W. BEECH ST, LONG BEACH, NY 11561

Telephone # of Record Owner: [REDACTED]

Present Use of Premises: N/A

If Unoccupied, last previous use: NAIL SALON

The undersigned owner of record hereby makes application to the Long Beach City Council for Waiver of Off-Street Parking requirements for above premise solely for use as or for: BUBBLE TEA SHOP - VI Bubble Tea

\*\*If Applicable: Number of Tables: 2 (1 LARGE TABLE AND 1 BAR COUNTER)

Number of Chairs: 12

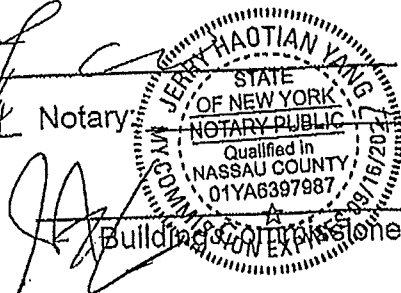
By the following tenant or occupant: (Name, Address, Telephone):

HUANGQI JIANG; 1024 W. BEECH ST., LONG BEACH, NY 11561; 917-353-9286

The Commissioner of Buildings and Property Conservation of the City of Long Beach, or his legally designated representative, is hereby authorized to make an inspection of each and every part of the above premise to determine approval of this application.

Signature or Record Title Owner: [Signature]

Sworn Before me this Jan, day of 5, 2024 Notary: [Signature]



Jerry Yang

(\$75.00 Fee)



# CITY OF LONG BEACH

1 WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561  
(516) 431-1000  
FAX: (516) 431-1432

## CITY COUNCIL QUESTIONNAIRE TO ACCOMPANY AN APPLICATION FOR WAIVER OF OFF-STREET PARKING

1. Please indicate the full name and address of business applying for the waiver of off-street parking:

Name of Business: VIVI BUBBLE TEA SHOP

Address: 1024 W. BEECH ST., LONG BEACH, NY 11561

E-mail Address: HUANGQI34@GMAIL.COM Business Phone #: 917-353-9286

2. Please indicate what products, services and/or other activities your business will be offering to customers? BUBBLE TEA, DONUTS

3. What will be your days and hours of operation? Days: 7 Hours: 10

4. Total number of employees: 3-4

5. Approximately, what percentage of your employees are Long Beach residents? N/A

6. Will this business require curbside deliveries?  
If "Yes", how many times per month? 10-12  
If "Yes", how long will the average delivery take? 5-10mins

7. Approximately, what is the maximum customer capacity of this business during your peak hours of operation? 12

8. Have you previously had, or currently have another business in the City of Long Beach? NO  
If "Yes", which business? \_\_\_\_\_

8. Are there any partners in this establishment? NO If "Yes", provide names(s) and address:  
\_\_\_\_\_

9. Your comments are important to us. Please provide any additional information about yourself or your business in the space below: Thank you.  
\_\_\_\_\_  
\_\_\_\_\_

*This questionnaire needs to be completed by the applicant and made available to the City Council before the public hearing for the waiver of off-street parking, and the applicant must be present at the hearing.*