WORKSHOP MEETING

BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES WEDNESDAY, - JUNE 29, 2022 - 6:00 P.M. AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

1.Discussion - Sanitary Sewer Ordinance

2.Discussion - Land Development Code Updates

NEW BUSINESS

- 1. Discussion Holiday Tree
- 2. Discussion Budget
 - FRS
 - CIP
 - Stormwater estimate

MISCELLANEOUS

Regular Meeting – Wednesday – July 13, 2022 - 6:00 p.m. Workshop Meeting – Wednesday, July 27, 2022 – 2:00 p.m.

ADJOURNMENT

"Persons are advised that, if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

"The Town maintains a tape recorder for all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense."

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 124-12 OF THE TOWN CODE CONCERNING MAINTENANCE AND CLEANOUT REQUIREMENTS FOR PRIVATE SANITARY SEWER LINES; MAKING RELATED FINDINGS, PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 124 of the Town Code regulates sewage and sewage systems; and

WHEREAS, § 124-12 of the Town Code currently provides for certain requirements for the maintenance and repair of privately-owned sanitary sewer infrastructure located on private property and connected to the Town's sanitary sewer infrastructure; and

WHEREAS, the Town's recent experiences have revealed that the current version of § 124-12 of the Town Code does not adequately provide for the requirements which should be maintained by the owners, tenants and occupants of buildings within the Town which are connected to the Town's sanitary sewer infrastructure; and

WHEREAS, certain provisions of the current version of § 124-12 of the Town Code only apply to residential properties whereas the Town's intention is that all structures within the Town which are connected to the Town's sanitary sewer system, regardless of use, must comply with the requirements of § 124-12 so as to best protect the significant investment made by many generations of Town taxpayers and rate payers in creating and maintaining the Town's sanitary sewer infrastructure; and

WHEREAS, the Town's recent experience has demonstrated that privately-owned sections of sewer lateral lines either do not include properly placed cleanout plugs, or that such cleanout plugs have been paved over or otherwise been allowed to become buried, lost or obstructed so as to make diagnosing and remedying sewage flow problems more difficult and expensive for owners; and

WHEREAS, the Board of Commissioners has discussed the revisions to § 124-12 set forth herein and finds that it is in the best interest of the Town, its residents, and property owners, to approve the regulatory measures set forth in this Ordinance.

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

Section 1. Section 124-12 of the Redington Shores Town Code is hereby amended to read as follows:

Sec. 124-12. — <u>Sanitary sewer line cleanout access and User's</u> maintenance responsibilities; failure to comply.

- A. The owner, and tenant, or occupant of any building having plumbing fixtures installed and intended for human habitation, occupancy or use the property shall be jointly and continuously responsible for maintaining and keeping the portions of the sanitary sewer fixtures, pipes and lines located on private property and which lead to the town's sanitary sewer infrastructure leading to and between the plumbing system of his or her premises to the town's main sewer clearn and free from obstructions. Such owners, tenants or occupants and shall not cause, suffer or permit any article or substance thing to be introduced into the portions of the sanitary sewer fixtures, pipes and lines located on private property said pipe which causes, or is reasonably likely to cause a blockage or obstruction stoppage thereof. Such owners, tenants or occupants shall also promptly repair or replace portions of the sanitary sewer fixtures, pipes and lines located on private property where such infrastructure has been found to have structurally failed or to be leaking.
- A.B. In addition to the general code enforcement penalties set forth in the town code, failure of an owner, tenant or occupant to comply with the requirements of subsection (A) above keep the sewer pipe leading from the plumbing system to the sewer main clean and maintained in proper condition, free from leaks and infiltration, will give the town the right to disconnect the property from the town's cut off the sanitary sewer connection, and to maintain such disconnection until the owner, tenant or occupant demonstrates to the town that compliance with the requirements of subsection (A) has been achieved which shall not be reconnected until the sewer pipe is cleaned and maintained properly.
- C. While multiple tenants or buildings on the same lot are not prohibited from connecting to a common sanitary sewer lateral line, all portions of the privately-owned portions of a sanitary sewer system, including all lateral lines, shall be located within the owner's lot lines.
- Any structural repair, renovation or modification to a building having plumbing B-D. fixtures installed and intended for human habitation, occupancy or use which have a construction value (as measured by the permit(s) obtained for the project) of ten (10) residential property totaling 25 percent or more of the marketstructural value of the property, or any bathroom or kitchen renovation that requires changing or modifying sewer connections within the structure regardless of value, will require the owner to install, or demonstrate to the town building official the current existence of, an adequate sewer cleanout plug located at intervals of not more than 100 feet (or such alternative interval as may be required by the current state building code) to provide access for cleaning to be installed within the sanitary sewer lateral line for the purpose of cleaning out the line. The first sSuch cleanout plug shall be installed proximate to the building's foundation at a location provided for in the adopted building code and approved by the building officialas close to the owner's property line as may be reasonably appropriate. Where a sanitary sewer lateral line on private property makes a change in direction greater than fourth five (45) degrees, a cleanout shall be installed at the location of the change of direction.
- C. Any bathroom or kitchen renovation that requires changing or modifying sewer connections within the structure will require at least one cleanout plug be installed within

the existing sanitary line for the purpose of cleaning out the line. Such plug shall be installed as close to the owner's property line as may be reasonably appropriate.

E. All cleanout plugs required by this code or the Florida Building Code may not be paved over or covered with cement, asphalt, pavers, natural or artificial grass, fabric weed barrier, or any other structure or product which would prohibit its being viewed and located by the town's building official, code enforcement deputy, or a private contractor attempting to perform an inspection, maintenance, repairs, or a cleanout of the sanitary sewer line served by the cleanout plug.

Section 2. For purposes of codification of any existing section of the Redington Shores

Code herein amended, words <u>underlined</u> represent additions to original text, words <u>stricken</u> are

deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

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

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

ADOPTED ON FIRST READING on the __ day of ______, 2022, by the Board of Commissioners of the Town of Redington Shores, Florida.

	ADOPTED	ON	SECOND	AND	FINAL	REA	DING	on	the _	day	of
	, 2022, b	y the	Board of	Commi	ssioners o	of the	Town	of R	edington	Shor	res,
Florida.											
Attest:											
				ē.	MaryBeth	n Hend	erson,	Mayo	or Comm	issioi	ner
Tracy Camp	bell, Acting To	wn Cl	erk								



Wind River Environmental d/b/a Seminole Septic 8530 Starkey Rd Largo, FL 33777

Wind River Environmental General Terms and Conditions

Billed to:

Town Of Redington Shores 17425 Gulf Blvd Redington Shores, FL 33708

Site Contact: Mr. Bill Krajewsky comdist4@townofredingtonshores.com 727-397-5538

Job Sites:	
TBD	

Date: 6/13/2021

General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations"), SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (INCLUDING THOSE ON THE SECOND PAGE OF THIS AGREEMENT):

Equipment and Product: All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

Service	Frequency	Unit Price	Quantity	Environmental Compliance	**Energy Recovery	Estimate
Jet/Vactor Truck	1X Service	\$225/Hour	57 Days job Storm Water Catch Basins & Lines Clean Outs. 8 hours per day	Included	Included	\$102,600.00
Disposal Fee	1X Service	\$200.00 Per Load	20	Included	Included	\$4,000.00
Cutting Blades	1X Service	\$300.00	10	Included	Included	\$3,000.00
CCTV Truck	1X Service	\$225.00/Hour	TV Lines Storm Water 29 Days job. 8 hours per day	Included	Included	\$52,200.00
Forklift Rental	1X Service	\$4,100.00	10 Days	Included	Included	\$4,100.00
					Total:	**\$165,900.00

NOTES: **The above pricing is an Estimate amount base on the days hours and materials required to clean and televise various Storm Water structures and CDS Boxes located throughout the town. All pricing are subject to change. Energy Recovery is based on the Energy Information Administration's National U.S. Average on Highway Fuel Price, typically between N/A

CUSTOMER:	SERVICE PROVIDER: WIND RIVER ENVIRONMENTAL dba Seminole Septic
Print Name:	Print Name: Juan Torres
Print Title:	Print Title: Commercial Sales Representative
Authorized Signature:	Authorized Signature: J. Torres

A. SERVICES

WRE agrees to perform all svcs as stated in this agreement in accordance with applicable laws, environmental regulations, & gov't & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: \$1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE's employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site.