

**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
WEDNESDAY, APRIL 12, 2023 - 6:00 P.M.
AGENDA**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

APPROVAL OF MINUTES – Special Meeting March 1; Regular Meeting March 8; Special Meeting March 20; Regular Workshop Meeting March 29

APPEARANCES AND PRESENTATIONS

1. Presentation on Florida Friendly Landscaping by Doris Heitzmann, Pinellas County Extension Office

ADMINISTRATIVE PUBLIC HEARINGS

1. Advertised Commission Hearing on Rezoning 18301 Sunset Blvd
2. Appeal of Magistrate Final Order by Philip Craft regarding 227 176th Terrace Dr E

OLD BUSINESS

1. Second Reading and Advertised Public Hearing - Ordinance 22-10 – Amending § 124-12 of the town code concerning maintenance and cleanout requirements for private sanitary sewer lines
2. Second Reading and Advertised Public Hearing - Ordinance 23-02 – Amending § 140-16 of the town code regarding the process for enforcing parking violation tickets
3. Second Reading and Advertised Public Hearing - Ordinance 23-04 – Repealing and replacing Chapter 71 (Curfew)
4. Commission Procedures Manual amendment

NEW BUSINESS

1. First Reading and Advertised Public Hearing - Ordinance 23-05- Amending § 140-2 and Articles III, IV and V of Chapter 140 (vehicles and traffic) of the town code to revise town parking regulations
2. Appointment of Library Representative
3. Approval of Big C Nominee to Forward Pinellas
4. Establish new date for Commissioner Orientation
5. ISPD 2023-2024 Budget Proposal for Redington Shores and Indian Shores

MISCELLANEOUS

Special Meeting- Monday, April 17, 2023- 5:00 p.m.
Workshop Meeting- Wednesday, April 26, 2023- 2:00 p.m.
Regular Meeting- Wednesday, May 10, 2023- 6:00 p.m.

COMMISSION REPORTS

(1) Mayor Commissioner Henderson
(2) Vice Mayor Commissioner Hendrickson, District No 3
(3) Commissioner Blackburn, District No 1
(4) Commissioner Herig, District No 2
(5) Commissioner Licata, Commissioner District No 4
(6) Town Attorney
(7) Town Administrator

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

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.”

**SPECIAL MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, MARCH 1, 2023 – 4:00 P.M.
MINUTES**

Call to Order: 4:00 P.M. Pledge of Allegiance

Attendance:

In person, Mayor Commissioner Henderson, Vice Mayor Commissioner Krouk, Commissioner Blackburn, Commissioner Later, Town Administrator Shoobridge, Attorney Eschenfelder.

By phone: Commissioner Blackburn, Commissioner Krajewski

Quorum present.

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

Agenda Revision:

Commissioner Blackburn requested the Meeting Agenda order be revised as follows:

Old Business Item 2 be moved to Old Item 1. Old Business Items 1 and 2:

Item 1: Approval of Commissioner Policy Manual

Item 2: Administrator Appraisal continued

1. Approval of Commissioner Policy Manual – Commissioner Blackburn moves to approve, Vice Mayor Commissioner Krouk 2nd. No public comment. Vote taken: All yay.

2. Administrator Appraisal continued – Vice Mayor Commissioner Krouk spoke regarding her review of Administrator Shoobridge. Mayor Commissioner Henderson asked for clarity on several items listed on Vice Mayor Commissioner Krouk’s review. Commission discussed. Consensus was that the Commission will create individual lists of priorities and goals for the Administrator to be presented at the next Regular Commission Meeting on Wednesday, March 8, 2023.

Action Item: Commissioner Blackburn requesting a list of the shallow buoy locations by 3-2-23.

Person Responsible: Administrator Shoobridge

Action Item: Check for the availability of Cara Serra, Tampa Bay Resiliency, to give a presentation at the Regular Meeting on April 12, 2023.

Person Responsible: Administrator Shoobridge

NEW BUSINESS

None

MISCELLANEOUS

Regular Meeting – Wednesday, March 8, 2023 – 6:00 p.m.

Workshop Meeting- Wednesday, March 29, 2023 – 2:00 p.m.

ADJOURNMENT 5:07 PM

Respectfully Submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**REGULAR MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, MARCH 8, 2023 - 6:00 P.M.
MINUTES**

CALL TO ORDER: 6:00 P.M. Pledge of Allegiance.

ATTENDANCE: Mayor Commissioner Henderson, Vice Mayor Commissioner Krouk, Commissioner Later, Commissioner Krajewski, Commissioner Blackburn, Town Administrator Shoobridge, Attorney Jay Daigneault. Quorum present.

CONSENT AGENDA

Commissioner Blackburn moved to approve the consent agenda. Commissioner Later 2nd. Vote taken: All yay.

APPEARANCES AND PRESENTATIONS

1. Detective Alexandra Holt, Indian Shores Police Department - Administrator Shoobridge moves to allow Detective Holt to speak regarding a new program they have launched. The Indian Shores Police Department is now part of the Pinellas County Sheriff's Office "Respond with Care" sticker program. Individuals with a variety of special needs can display the sticker so that law enforcement, EMS or fire personnel will know that they may have to make accommodations when interacting with the individual.

OLD BUSINESS

1. Establishing Town Administrator performance objectives- tabled for Commission to have the opportunity to review submitted goal/priority sheets.

NEW BUSINESS

1. Audit RFP 2023-01 – Handouts provided. No Commission discussion. No public discussion.

2. Discussion of Del Bello Park exercise equipment replacement – Administrator Shoobridge addressed the recent removal of two exercise equipment pieces from the park for safety reasons. The equipment that was left is in poor condition. He has already begun the process of getting quotes to replace the equipment. The recent paver replacement project came in under budget, freeing up possible funding of the equipment. Decisions will need to be made on what type of new equipment will be installed.

Action Item: Involve Parks and Rec Committee in the decision making process

Person Responsible: Administrator Shoobridge

Public Comment:

Christy Herig – 17609 1st St E

MISCELLANEOUS

Special Meeting – Monday, March 20, 2023 – 12:30 p.m.

Workshop Meeting- Wednesday, March 29, 2023- 2:00 p.m.

Regular Meeting- Wednesday, April 12, 2023- 6:00 p.m.

COMMISSION REPORTS

Mayor Henderson, Vice Mayor Commissioner Krouk, Commissioner Blackburn, Commissioner Krajewski, Commissioner Later presented reports. Chief Swann and Town Administrator Shoobridge presented reports.

Mayor Commissioner Henderson- Discussed possibly increasing our parking ticket fines. Commission to discuss further at a future workshop. She presented the newest layout being considered for the new North Redington Beach multi-use facility. Mayor Commissioner Henderson thanked Vice Mayor Commissioner Krouk and Commissioner Krajewski for their service to the Town.

Vice Mayor Commissioner Krouk -Wished Christy Herig success as she takes on her new District 2 Commissioner role on March 20th. She thanked the Commission, Attorneys, Staff, and residents for their support during her time as Vice Mayor Commissioner.

Commissioner Blackburn-Thanked Vice Mayor Commissioner Krouk and Commissioner Krajewski for their support, knowledge, advice, and mentorship. Gave a Beautification Committee update on Del Bello Park. Due to sea grapes requiring a large amount of water, the committee is considering alternate plants. Doris from Pinellas County Extension would like to come and be a guest speaker at a future Commission Meeting, possibly April 12th, 2023.

Commissioner Later- Reported that the Towns social events have now been templated and stored in the cloud for future events.

Commissioner Krajewski- Thanked the Commission, town staff, Chief Swann and Major Smith for the time he has worked with them. Commissioner Krajewski spoke regarding the performance of Mary Palmer, the towns former Town Clerk.

Administrator Shoobridge- Gave an update on the CRS deadline of March 21st and the CRS visit on March 28th. He is currently looking into CRS points that we have not yet received. The USSI Meter Contract is up, and Commission is asked if they want to extend the contract. Bill moved to extend, 2nd by Later. Roll Call: All Yay. Public comment: Christy Herig- 17609 1st St E.

Chief Swann-Currently working on a survey for Pinellas County Emergency Management. The police department is about to receive Mock accreditation from FDLE. He is currently working with Redington Shores Attorney Eschenfelder and the Indian Shores Town Attorney to implement a policy/procedure for unsupervised adolescents. Chief Swann met with the siren/speaker installer regarding the speaker install. Electric work will be needed in the next few months.

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

Bennett Walling – 177456 Wall Circle

Rich Perez – 17725 Long Point Drive

ADJOURNMENT 7:16 P.M.

Respectfully Submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
MONDAY, MARCH 20, 2023 - 12:30 P.M.
MINUTES**

Call to Order: 12:30 P.M. Pledge of Allegiance

APPEARANCES AND PRESENTATIONS

1. Administer Oath of Office - Attorney Eschenfelder administered the Oath of Office to Commissioner Licata and Commissioner Lisa Hendrickson. Rich Perez administered the Oath of Office to Commissioner Herig.
2. Appointment of Vice Mayor - Mayor Commissioner Henderson asked Commissioner Hendrickson if she will accept the appointment of Vice Mayor. Commissioner Hendrickson agreed to accept.

Attendance:

In person, Mayor Commissioner Henderson, Vice Mayor Commissioner Hendrickson, Commissioner Herig, Commissioner Licata, Town Administrator Shoobridge, Attorney Eschenfelder.

By phone: Commissioner Blackburn

Quorum present.

OLD BUSINESS

None

NEW BUSINESS

1. First Reading and Advertised Public Hearing - Ordinance 23-02 – Amending Chapter 70 of the town code concerning code enforcement procedures; Amending § 140-16 of the town code regarding the process for enforcing parking violation tickets- Attorney Eschenfelder read Ordinance 23-02 by title. Commissioner Licata motioned to adopt, 2nd Vice Mayor Commissioner Hendrickson. Commission discussed. No public comment. Vote taken: All yay.

Action Item: Add parking fines discussion to next Workshop Meeting on March 29, 2023.

Person Responsible: Town Clerk

2. First Reading and Advertised Public Hearing - Ordinance 23-04 – Repealing and replacing Chapter 71 (Curfew)- Attorney Eschenfelder read Ordinance 23-04 by title. Commissioner Blackburn motioned to adopt, 2nd Commissioner Herig. Commission discussed.

Public comment: Rich Perez – 17725 Long Point Drive
Rob Francour – 18325 Gulf Blvd

Vote taken: All yay.

MISCELLANEOUS

Workshop Meeting- Wednesday, March 29, 2023- 2:00 p.m.

Regular Meeting- Wednesday, April 12, 2023- 6:00 p.m.

ADJOURNMENT 1:39 P.M.

Respectfully Submitted,

Tracy Campbell
Town Clerk

**WORKSHOP MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, MARCH 29, 2023 – 3:00 P.M.
MINUTES**

CALL TO ORDER: 3:02 p.m. Pledge of Allegiance

Attendance: Mayor Commissioner Henderson, Vice Mayor Commissioner Hendrickson, Commissioner Blackburn, Commissioner Herig, Commissioner Licata. Town Administrator Shoobridge, Attorney Eschenfelder. Quorum present.

APPEARANCES AND PRESENTATIONS

Luis Serna- Discussion of Land Development Code Language- Item tabled until Special Meeting on Monday, April 17, 2023, at 5:00 p.m.

OLD BUSINESS

None

NEW BUSINESS

1. **Ordinance 23-01; Street Vending-** Administrator Shoobridge explains background on the item. Attorney Eschenfelder spoke on the ordinance. Commission discussed.
Next Steps: Commission agreed that the ordinance be placed on the agenda for the Regular Meeting on April 12, 2023, for first reading.
Person Responsible: Clerk's office.
2. **Ordinance 23-02; Amending Chapter 70 of Town Code Concerning Code Enforcement Procedures-** Attorney Eschenfelder introduced the item. Vice Mayor Commissioner Hendrickson spoke. Commissioner Blackburn spoke. Commission discussed. Chief Swann spoke. Administrator Shoobridge spoke.
Next Steps: Commission agreed that the ordinance be placed on the agenda for the Regular Meeting on April 12, 2023, for first reading.
Person Responsible: Clerk's office.
3. **Discussion of Parking Fines-** Administrator Shoobridge introduced the item. Chief Swann spoke. Commission discussed fine amounts. Attorney Eschenfelder spoke.
Next Steps: The Commission agreed to a fine of \$50, an additional \$50 fine for late payments, and a \$100 fine for a second offense that will be triggered if fined twice in a period of 12 months. Item is to be placed on the agenda for the Regular Meeting on April 12, 2023, for first reading.
Person Responsible: Administrator Shoobridge, Attorney Eschenfelder, Clerk's office.
4. **Discussion of Commissioners Orientation-** Vice Mayor Commissioner Hendrickson introduced the item. Commission discussion. Attorney Eschenfelder spoke.
Next Steps: Commission agreed to table the item and reconvene at a special meeting to discuss the item on April 4, 2023, at 5:00 p.m.
Person Responsible: Attorney Eschenfelder, Clerk's office.
5. **Grand Shores Parking Proposal-** Administrator Shoobridge introduced the item. Bobby Papolos, HOA President of Grand Shores West, spoke. Sean Tulper, Resort Manager of Grand Shores West, spoke. Commission discussed. Attorney Eschenfelder spoke. Steve Laird, 148 175th Ave E., Redington Shores, FL 33708, spoke. Chris Cook, 17920 Gulf Blvd, Redington Shores, FL 33708, spoke.
Next Steps: The Commission agreed that they will not modify the parking agreement as no action can be taken at a workshop meeting.
6. **Establishing Town Administrator Performance Objectives-** Commissioner Herig introduced the item. Commissioner Blackburn spoke on the item. Commission discussed specific dates and narrowing the priority list for the Administrator.
Next Steps: Top priorities are to be compiled and sent to Administrator Shoobridge for him to add

completion dates.

Person Responsible: Commissioner Herig, Administrator Shoobridge

7. Update on Town Administrator Priorities Worksheet- Item tabled as Commission discussion was included in item 6.
8. Volunteer Program Procedure- Commissioner Blackburn discussed the need for defined procedures for a volunteer program. Attorney Eschenfelder spoke.
Next Steps: Attorney Eschenfelder to find neighboring towns volunteer policies and present them to the commission.
Person Responsible: Attorney Eschenfelder
9. Commissioner's Oversight Areas and Citizen Advisory Committees- Commissioner Blackburn introduced the item. Additional handouts distributed by Commissioner Blackburn and Commissioner Herig. Commissioner Herig explained her handout. Commissioner Blackburn explained her handout. Vice Mayor Commissioner Hendrickson spoke. Commission discussed. Administrator Shoobridge spoke. Attorney Eschenfelder spoke. Chris Cook, 17920 Gulf Blvd, Redington Shores, FL 33708, spoke.
Next Steps: Administrator to follow oversight outline in his reports to the Commission.
Person Responsible: Administrator Shoobridge

MISCELLANEOUS

Special Workshop Meeting – Tuesday, April 4, 2023 – 5:00 p.m.

Regular Meeting – Wednesday, April 12, 2023 – 6:00 p.m.

Special Meeting – Monday, April 17, 2023 – 5:00 p.m.

Workshop Meeting- Wednesday, April 26, 2023 – 5:00 p.m.

ADJOURNMENT 6:25 P.M.

Respectfully submitted,

Jolie Patterson

Jolie Patterson
Deputy Town Clerk



PLANNING & ZONING BOARD
Future Land Use Amendment/Rezoning
March 24, 2023

STAFF REPORT

Application No. / Project Title: 18301 Sunset Blvd - Rezone request from RM-15 Medium High Density Multi-Residential to CTF Commercial Tourist Facility

Contract Staff: Linda Fisher, Principal Planner, Forward Pinellas

Applicant / Owner: Brian and Glenda Diane Fredericks

Property Size: +/- 0.19 Acres

Current Zoning: RM-15 (Medium/High Density Multiresidential)
PP (Outdoor Recreation/Public Open Space)

Proposed Zoning: CTF (Commercial Tourist Facilities)
PP (Outdoor Recreation/Public Open Space)

Current Future Land Use: RHD (Residential High)

Proposed Future Land Use: RFM (Resort Facilities Medium)

Location / Parcel ID: 18301 Sunset Boulevard / 31-30-15-94536-000-0020

BACKGROUND SUMMARY:

This proposed future land use amendment is accompanied by a rezoning request and seeks to amend a property from the Medium/High Density Multiresidential (RM-15) zoning district to the Commercial Tourist Facilities (CTF) zoning district. The purpose of the proposed amendment is to allow the property to be utilized as a vacation rental. A portion of the property also includes land designated in the Outdoor Recreation/Public Open Space (PP) zoning district. However, this portion only serves as a pedestrian sidewalk for public beach access, and will remain unchanged as part of this proposed zoning map amendment. The parcel additionally lies within the Gulf Boulevard Overlay District, which governs setback standards and which will not be changed by this amendment.

The Town's Code defines a vacation rental as "any dwelling unit or residence, including, but not limited to, any unit or group of units in a condominium, cooperative, or apartment building, that is rented in whole or in part to a transient occupant for less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place that may be rented to a transient occupant, but shall not include a hotel or motel as defined in this Code." According to Section 90.93.1 of the Code, the CTF zoning district corresponds only with the Resort Facilities Medium future land use category, hence the proposed future land use amendment. As such, this request will also require a future land use map amendment from the current Residential High category to the Resort Facilities Medium category.

The application was reviewed pursuant to the requirements of Section 90-124 of the code and was found to be complete. The submittal package included the applicant’s statement of reasons that the amendment should be granted, as set forth in Section 90-124(8), which may include but is not limited to a change of conditions in the area, a community need for additional lands with the proposed future land use designation and/or zoning classification, or benefits to the community.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends approval of **Ordinance 2023-03** amending the Future Land Use Map (FLUM) from RHD (Residential High) to RFM (Resort Facilities Medium) and amending the Official Zoning Atlas from RM-15 (Medium/High Density Multiresidential) and PP (Outdoor Recreation/Public Open Space) to CTF (Commercial Tourist Facilities) and PP (Outdoor Recreation/Public Open Space)

TABLE 1: CURRENT PROPERTY INFORMATION:

Use of Property:	Residential
Site Features:	Duplex Residence

TABLE 2: SURROUNDING ZONING & FUTURE LAND USE

	Zoning:	Future Land Use:
North:	Medium/High-Density Multiresidential	Residential High
South:	Commercial Tourist Facilities	Resort Facilities Medium
East:	Medium/High-Density Multiresidential	Residential High
West:	Medium/High-Density Multiresidential	Residential High

TABLE 3: ZONING DISTRICT SUMMARY (EXISTING / PROPOSED)

Dimensional Regulations	Current Zoning:		Proposed Zoning:
	RM-15 (Medium/High Density Multiresidential)	PP (Outdoor Recreation/Public Open Space)	CTF (Commercial Tourist Facilities)
Maximum Density	15 units per acre (UPA)	No allowable density; maximum intensity shall not exceed a floor area ratio (FAR) of 0.25 nor an impervious surface ratio of 0.60	15 units per acre (UPA)
Lot Standards:			
Min. Lot Area	6,000 square feet (sf)	N/A	N/A
Min. Lot Width	50 feet (ft)	N/A	N/A
Min. Lot Depth	90 feet (ft)	N/A	N/A
Maximum Height	4 stories of living area, not to exceed 45 feet (ft) in height	15 feet (ft)	45 feet (ft)
Setbacks:			
Front Yard	20 feet (ft)	N/A	20 feet (ft)
Side Yard	5 feet (ft)	N/A	0-7 feet (ft)
Rear Yard	20 feet (ft)	N/A	25 feet (ft) for parcels adjacent to right-of-way or rear or side yard lot line of another parcel (N/A)

PLANNING CONSIDERATIONS:

When considering the application, the following general site conditions, planning concepts, and other facts should be noted:

- The subject property is located in Redington Shores and currently consists of a home that is designated as a Duplex-Triplex-Fourplex (used specifically as a duplex).
- The home consists of two floors, with a two bedroom and one bathroom apartment on the first floor. The second floor consists of four bedrooms and 4 bathrooms.
- The subject property is in proximity to three clusters of property zoned CTF. In between these districts is also an area designated in the PP district which consists of Constitution Park along Sunset Blvd. from 182nd Ave. to 183rd Ave. Additionally, the property is surrounded by other properties designated in the RM-15 district. Directly to the north of the subject property are the Shore Mariner condominiums. Other properties designated in the RM-15 district include other multi-family dwellings along the beachfront of Redington Shores.
- If granted, this application will require a subsequent amendment of the Countywide Plan Map, which will involve hearings at the Forward Pinellas Board and Board of County Commissioners acting as the Countywide Planning Authority.
- If approved by the Planning & Zoning Board, Town Commission, Forward Pinellas Board, and Countywide Planning Authority, the requested use will then be subject to approval of a Vacation Rental Certificate, per Code Section 90-116(C).
- The purpose of this staff report is to provide an analysis of the required and relevant criteria from the Redington Shores Code of Ordinances and Comprehensive Plan to provide a **recommendation** for the consideration of the Town's Planning & Zoning Board and Commission. The recommendation provided in this staff report in no way binds either entity to a decision but is meant to serve as an analysis and evaluation provided by a professional planner for each voting body's consideration.
- Most local government land development regulations and comprehensive plans include a series of review criteria to be evaluated when zoning and/or future land use map amendments are requested. However, the Town of Redington Shores land development regulations and comprehensive plan does not list a comprehensive set of criteria. Based on this limitation, our analysis evaluates any relevant land development regulations and comprehensive plan guidelines that directly relate to the requested action.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Future Land Use Map Amendment

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the current and proposed future land use categories are summarized below.

TABLE 4: FUTURE LAND USE CATEGORIES (EXISTING/PROPOSED)

	Current Future Land Use	Proposed Future Land Use
	RHD (Residential High Density)	RFM (Resort Facilities Medium)
Intent:	To depict those areas that are now developed, or appropriate to be developed, in a high-density residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban and intensive qualities, transportation facilities, including transit, and natural resources of such areas.	To depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas.
Permitted Uses*:	Residential; Residential Equivalent; Accessory Dwelling Unit; Public Educational Facility; Recreation/Open Space; Community Garden; Agricultural-Light; Ancillary Nonresidential; Office; Personal Service/Office Support; Retail Commercial; Transportation/Utility; Institutional.	Residential; Residential Equivalent; Vacation Rental pursuant to the provisions of Section 509.242(1)(c), Florida Statutes; Temporary Lodging; Recreational Vehicle Parks; Office; Personal Service/Office Support; Retail Commercial; Convention Center; Commercial/Business Service; Commercial Recreation; Recreation/Open Space; Community Garden; Agricultural-Light; Ancillary Nonresidential; Transportation/Utility; Institutional.
Max. Density:	15 dwelling units per acre	18 dwelling units per acre
Max. Floor Area Ratio (FAR)	0.60 FAR	0.65 FAR
Max. Impervious Surface Ratio (ISR):	0.85 ISR	0.85 ISR

* The Redington Shores Comprehensive Plan does not include a list of permitted uses for each future land use category, but Future Land Use Policy 1.1.1 states that such uses shall be consistent with corresponding categories of the Countywide Rules. Permitted uses may be limited by other comprehensive plan policies and cannot be utilized unless enabled by the Town's corresponding zoning districts.

Staff Analysis: The property consists of a home designated as a duplex-triplex-fourplex (but is used as a duplex), bordering 183rd Avenue on the south and faces the Gulf of Mexico to the west separated by a permanent easement and right-of-way. On the north and east sides of the property, the neighboring Shore Mariner Condominiums maintains a private access road and parking for its residents. The property is primarily surrounded by the Residential High designation to the north and east, with properties designated Resort Facilities Medium directly to its south across 183rd Avenue. The requested vacation rental use requires a future land use map amendment as the RM-15 zoning district does not permit vacation rentals. As such, the proposed zoning district, an analysis of which will be discussed later in this staff report, is CTF, which corresponds only to the Resort Facilities Medium future land use category. If approved, the proposed amendment will also require a

subsequent amendment to the Countywide Plan Map, from the corresponding Residential High to the Resort category, to maintain consistency with the Countywide Rules.

Consistency with Future Land Use Element

Amendments to the future land use map are required to be consistent with relevant goals, objectives and policies of the Town’s comprehensive plan. The Future Land Use Element contains several provisions which guides the development of land in the Town and which the proposed amendment can be evaluated against:

- ***Policy 1.1.4*** *The Town shall encourage a balanced land use mix, with a variety of housing styles, development densities and access to service designed to assure compatible neighborhoods.*

The proposed amendment meets this policy as it provides opportunity for a mix of land use, as the surrounding area of the subject property primarily consists of land designated Residential Medium and Residential High Density. However, the proposed amendment will not create a designation which is incompatible with the surrounding area, as portions of land across 183rd Avenue to the south are designated Resort Facilities Medium as well.

- ***Policy 1.1.5*** *The Town shall encourage the conservation of existing residences and residential areas, which meet density and related land use requirements to maintain the beach residential community orientation*

The proposed amendment will maintain the existing residence as-is, as the applicant intends to utilize the existing home for vacation rental purposes. Furthermore, it is the applicant’s intent to continue to use the home for personal use, while being permitted to rent the property for periods of less than a month as is allowed by the Town’s regulations. Therefore, the proposed amendment will conserve an existing residence in a primarily residential area.

- ***Policy 1.1.6*** *Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land uses areas shall be protected from the encroachment of incompatible residential activities*

The proposed amendment will not create an encroachment of incompatible activities as the property will be maintained as a residence (specifically a duplex).

- ***Policy 1.2.1*** *In order to minimize the incompatibility when residential and commercial land uses share a common boundary, the Town shall require the installation of buffering as appropriate, where there is a change in land use or increase in intensity*

The future land use categories of the Town of Redington Shores are consistent with the uses listed in the Countywide Rules (per Comprehensive Plan Policy 1.1.1). The corresponding category of the Resort Facilities Medium category within the Countywide Rules is the Resort category, which does allow some commercial-like uses, such as retail and commercial. While the proposed amendment is not to redevelop the property or introduce a commercial land use on the property, such uses would be allowed by the Resort Facilities Medium category on this property and could be redeveloped as such in the future based on the allowable uses. Again, while there is no intention of the proposed

amendment to do so, staff encourages the applicant to consider and address buffering surrounding the residence home in order to reduce the risks of incompatibility in the case of future redevelopment to commercial uses.

- ***Objective 1.3*** *Future redevelopment shall ensure an orderly and aesthetic mixture of land uses which protect the Town's beach residential character*

The proposed amendment protects the Town's beach residential character by maintaining an existing duplex, which will be utilized both as a residence for the property owner and temporary accommodations for visitors to the Town of Redington Shores.

- ***Policy 3.1.3*** *The Town of Redington Shores Comprehensive Plan Future Land Use Element and land development regulations shall be maintained and administered consistent with the Countywide Plan Map and Countywide Rules, including criteria and standards for nomenclature, continuum of plan classifications and categories, density/intensity standards, use and locational characteristics, map delineation other standards and special rules*

As the Town of Redington Shores adopts the provisions of the Countywide Rules by reference, the proposed amendment is subject to the requirements of the corresponding Countywide Plan Map category of Resort. Section 2.3.3.7 of the Countywide Rules allows vacation rentals as a permitted use not subject to acreage thresholds. Furthermore, the Countywide Rules states the locational characteristics of the Resort category as, "generally appropriate to locations characterized by and appropriate for, a highly intensive mix of residential and temporary lodging uses; in locations where unique recreational assets warrant the combination of permanent and temporary accommodations." As mentioned earlier in this staff report, the surrounding area of the subject property to the east of Sunset Blvd., between 182nd and 183rd Ave., is the Resort Facilities Medium designation, showing that the area has been characterized by such uses. Furthermore, the property's proximity to beach recreational areas in the Town warrant the presence of temporary accommodations, such as the proposed amendment.

Consistency with Coastal Management and Conservation Element

As the proposed amendment falls within the Coastal High Hazard Area (CHHA), it is subject to provisions in the Coastal Management and Conservation Element of the comprehensive plan:

- ***Policy 2.1.7*** *The Town shall maintain or reduce allowable density in the Coastal High Hazard Area consistent with the Future Land Use Map of this Comprehensive Plan*

The proposed vacation rental will maintain the existing allowable density/intensity outlined in the Future Land Use Element, specifically for the Resort Facilities Medium category. Additionally, the proposed amendment will not surpass the maximum density of 18 units per acre for the category.

- ***Policy 3.3.4*** *The Town shall deny an amendment to its Future Land Use Map within the Coastal High Hazard Area which results in an increase of residential density or intensity unless it meets the requirements of Section 163.3178(8)(a)3.,F.S. and upon a balancing of the following criteria*

as determined by applicable and significant to the subject amendment, consistent with Section 4.2.7 of the Countywide Rules.

This policy of the comprehensive plan outlines nine balancing criteria for the consideration of amendments in the CHHA, the applicable ones of which have been listed below:

- *Access to Emergency Shelter Space and Evacuation Routes:* The subject property has access to Gulf Blvd., which is a designated evacuation route through both Sunset Blvd. and 183rd Ave.
- *Utilization of Existing and Planned Infrastructure:* The proposed amendment involves utilizing an existing duplex as a vacation rental, and therefore is utilizing existing infrastructure.
- *Utilization of Existing Disturbed Areas:* As mentioned above, the proposed amendment involves an existing duplex which will remain unchanged, and is therefore utilizing an existing disturbed area.
- *Overall Reduction of Density or Intensity:* The proposed amendment involves an existing duplex which will remain unchanged in density or intensity in its use, and furthermore the maximum occupancy of the duplex will remain unchanged as a result of the proposed amendment.

Based on the intended use through the proposed amendment and a balancing of the above criteria, staff finds the impacts to the CHHA to be de minimus in character.

Countywide Plan Map Amendment

If approved, the requested amendment will also be submitted to Forward Pinellas for a required amendment to the Countywide Plan Map. The locational and traffic generation characteristics outlined in the Countywide Rules for the current and proposed land uses are summarized below:

TABLE 5: COUNTYWIDE PLAN MAP CATEGORIES (EXISTING/PROPOSED)

	Current Countywide Plan Category	Proposed Countywide Plan Category
	RH (Residential High)	R (Resort)
Intent:	To depict those areas that are now developed, or appropriate to be developed, in a high-density residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban and intensive qualities, transportation facilities, including transit, and natural resources of such areas.	To depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas.
Permitted Uses:	Residential; Residential Equivalent; Vacation Rental pursuant to the provisions of Section 509.242(1)(c), Florida Statutes; Accessory	Residential; Residential Equivalent; Vacation Rental pursuant to the provisions of Section 509.242(1)(c), Florida Statutes;

	Dwelling Unit; Public Educational Facility; Recreation/Open Space; Community Garden; Agricultural-Light; Ancillary Nonresidential; Office; Personal Service/Office Support; Retail Commercial; Transportation/Utility; Institutional.	Temporary Lodging; Recreational Vehicle Parks; Office; Personal Service/Office Support; Retail Commercial; Convention Center; Commercial/Business Service; Commercial Recreation; Recreation/Open Space; Community Garden; Agricultural-Light; Ancillary Nonresidential; Transportation/Utility; Institutional.
Max. Density:	30 dwelling units per acre	30 dwelling units per acre
Max. Floor Area Ratio (FAR)	0.60 FAR	1.2 FAR
Max. Impervious Surface Ratio (ISR):	0.85 ISR	0.95 ISR
Traffic Generation Characteristics:	162 trips per day per acre	279 trips per day per acre

REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

It should be noted that most local government land regulations include specific review criteria and standards for zoning map amendments. However, the regulations for the Town of Redington Shores do not provide a specific list of standards as it pertains to review criteria for zoning map amendments. In the absence of these regulations, a review of applicable standards across various sections of the Town’s Code of Ordinances has been conducted for the Town’s consideration.

This proposed amendment is submitted by a private property owner who desires to amend a property from the Medium/High Density Multiresidential (RM-15) zoning district to the Commercial Tourist Facilities (CTF) zoning district. The applicant has met all the application requirements outlined in Section 90-124(B) of the Town of Redington Shores (the Town) Code of Ordinances (Code). As stated previously, the amendment area also includes a portion of property designated in the Outdoor Recreation/Public Open Space district (PP), for the purpose of providing pedestrian access for public beach access. This designation will remain unchanged.

The Town’s Code defines vacation rental as “any dwelling unit or residence, including, but not limited to, any unit or group of units in a condominium, cooperative, or apartment building, that is rented in whole or in part to a transient occupant for a period of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place that may be rented to a transient occupant, but shall not include a hotel or motel as defined in this Code.”

As mentioned, the subject property consists of a duplex bordering 183rd Avenue on the south and facing the Gulf to the west, separated by a permanent easement and right-of-way. On the north and east sides of the property, the neighboring Shore Mariner Condominiums maintains a private access road and parking for its residents. The property is primarily surrounded by other areas zoned in the RM-15 district. However,

properties on the east side of Sunset Blvd., specifically between 182nd and 183rd Ave., are zoned CTF, and include properties zoned Outdoor Recreation/Public Open-Space (PP).

Per the Town’s Code, the RM-15 zoning district prohibits rentals lasting less than one month. However, the proposed CTF zoning district does permit vacation rentals, allowing the applicant to utilize their duplex for shorter term rentals, hence the proposed amendment. The applicant is not proposing to redevelop or reconstruct the current duplex, and as such, meets the requirements of the minimum lot dimensions, intensity regulations and residential density regulations outlined in Section 90-103 of the Town’s requirements for the CTF zoning district.

The Town’s Code also addresses in Section 90-96(E) that “all land use and land development shall be in accordance with the town’s comprehensive plan, the countywide comprehensive plan and rules and these regulations.” As shown in this staff report the proposed zoning district amendment is accompanied with a future land use map amendment, the regulations of which have been considered as they pertain to the Town’s Comprehensive Plan.

Also in Section 90-96, subsection (F) states that, “Spot zoning is not desirable and should be discouraged.” Spot zoning is defined in the Town’s Code as, “Any zoning different from the zoning of property on both sides of the subject property.” Based on the attached maps depicting the current and proposed zoning districts of this case, the proposed amendment to the CTF district would create a condition of spot zoning, based on the Town’s definition of such, with the subject property designated CTF, and the properties on either side of the property each designated a combination of RM-15 and PP. While this action creates a condition of spot zoning, which as stated by the Code, is discouraged but not prohibited, the subject property is still located across from two properties designated CTF, separated only by 183rd Ave. running west in front of the property.

Furthermore, the regulations for the CTF zoning district outlined in Section 90-103 require that all vacation rentals comply with further regulations set forth in Section 90-116 of the Town’s Code of Ordinances. The applicant has addressed multiple relevant regulations, including the following:

TABLE 6: SECTION 90-116 VACATION RENTAL REQUIREMENTS

Code Reference	Application Reference
Sec 90-116 (B)(2). Property Owner – the person who owns the property being used or occupied as a vacation rental	Property owner is applicant; primary residence of property owner is 15 minutes away from property – will be available to respond 24 hours per day, seven days per week to potential issues
Sec 90-116(C). Certificate of use required	Application submitted with required information
Section 90-116(D)(2) Duties of responsible party- must provide occupants with information on town’s vacation rental standards, current regulation concerning noise, public, nuisance vehicle parking, solid waste collection, pet dogs on beach and condominium common area usage	Applicant has provided measures that will be taken to provide written notice regarding regulations for concerning noise, vehicle parking, and solid waste collection. However, the applicant will need to provide more detail on the other requirements of this section, specifically concerning pet dogs on the beach, public

	nuisance and condominium common usage area, as is required by this section of the Code.
Sec 90-116(D)(3). Maximum occupancy – up to a maximum of two persons per permitted bedroom, plus two additional persons per property to a maximum of 12 persons excluding children under six years of age; other times, the maximum occupancy of the rental shall not exceed 16 persons	1 st floor: 2 bedrooms; 2 nd floor: 4 bedrooms. Maximum occupancy: 12 So long as each bedroom is compliant with the maximum of two persons per permitted bedroom, the proposed vacation rental is compliant with the regulations of this section.
Sec 90-116(D)(4). Solid waste handling and containment	Owner will provide notice to guests about trash service
Sec 90-116(D)(7). Parking and vehicles	Home has parking for 4 vehicles on driveway and additional 2 parking spaces in rear driveway; also contains a 2-car garage
Sec 90-116(D)(7). Swimming pool safety features	Applicant indicates that “the pool has a fence around it with proper notices and safety equipment by the pool.” Applicant is encouraged to provide more details about said fence and safety equipment in order to ensure clear compliance with Section 515.27, Florida Statutes, as required by this section of the Code.

Additionally, if the proposed zoning request is approved, the submitted certificate of use must also be approved by the Town of Redington Shores in order to approve the use of this duplex as a vacation rental. As mentioned in *Table 1* above, the applicant has submitted a certificate of use application with all requirements of Section 90-116(C) met for said application.

PUBLIC CORRESPONDENCE:

The property owners within 300 feet were sent written notification in accordance with Chapter 166.041, Florida Statutes. Notice was advertised in the Tampa Bay Times. Staff has not received any responses to these notices.

FINDINGS:

The evaluation of relevant criteria within the Town’s Comprehensive Plan provides considerations of potential impacts of the proposed amendment to the Town’s adopted goals, objectives and policies for the Town’s continued future. These criteria are then balanced to provide a recommendation to the Town’s voting bodies. Additionally, as mentioned, in the absence of specific review criteria within the Town’s Code of Ordinances for zoning amendments, a review of applicable standards across various sections of the Town’s Code of Ordinances has been conducted for the Town’s consideration.

Staff submits the following findings in **support of the recommendation for approval:**

The Commercial Tourist Facilities zoning district and corresponding future land use designation of Resort Facilities Medium is appropriate for the proposed use of the property. The proposed use of the property and associated categories are consistent with relevant regulations, goals, policies, and objectives of the Town's Code of Ordinances and Comprehensive Plan. Additionally, the portion of land designated in the Outdoor Recreation/Public Open Space zoning district will remain unchanged.

PLANNING AND ZONING BOARD HEARING:

On March 24, 2023, the Town Planning and Zoning Board held a public hearing to consider a recommendation on the proposed ordinance. Following the Town's adopted procedures for a quasi-judicial hearing, the Board heard testimony from the applicant, Forward Pinellas staff, and citizens providing comment.

The Board made the following findings:

- The Board members did not concur with the staff interpretation that the future land use map amendment would be consistent with Future Land Use Policy 1.1.5 of the comprehensive plan, which encourages the conservation of existing residences and the beach residential community orientation, and Objective 1.3, which protects the Town's beach residential character. While an amendment to the Resort Facilities Medium category would continue to provide for residential use as part of the mix of allowable uses, and it is the stated intention of the applicant to preserve the existing structure as-is, the Board considered the fact that the site could potentially be used for nonresidential uses in the future to be inconsistent with the policy and objective.
- The Board members did not concur that the future land use amendment, which would increase residential density from 15 to 18 units per acre on the subject parcel, was de minimus in terms of its impacts on the Coastal High Hazard Area.
- The Board members concurred with staff's finding that the rezoning to Commercial Tourist Facilities (CTF) would create an instance of spot zoning, but did not concur that the existing CTF zoning designation of nearby parcels was a mitigating factor.
- While the applicant met the submittal requirement of providing a statement of reasons for granting the requested amendment, the Board members made the finding that the statement did not sufficiently demonstrate either a change of conditions in the area, a community need for additional lands with the proposed land use designation and/or zoning classification, or benefits to the community.

The Planning and Zoning Board voted unanimously to recommend that the Town Commission deny the applicant's request for both the future land use map amendment and the rezoning.

MAPS & ATTACHMENTS

- Map 1 Current Future Land Use Map
- Map 2 Proposed Future Land Use Map
- Map 3 Current Zoning District
- Map 4 Proposed Zoning District

- Attachment 1 Applicant's Justification Narrative
- Attachment 2 Draft Ordinance 2023-03

**SPECIAL MAGISTRATE
TOWN OF REDINGTON SHORES, FLORIDA**

Property Owners/Applicants:

Donald & Joan Swanzy

Property Address:

227 176th Terrace Drive E
Redington Shores, FL 33708

Legal Description:

HARBOR SHORES 5TH ADD BLK 2, LOT 13

ORDER GRANTING VARIANCE

This cause came to be heard before the Town of Redington Shores Special Magistrate on February 23, 2023, on an application for a variance submitted by the Property Owner(s)/Applicant(s), to wit:

A variance from the requirements of Town Ordinance Section 63-12 B - Private docks, boat lifts and davits must be constructed within the center one-third of the applicant's waterfront property or 50 feet from the adjacent property, whichever is less restrictive.

The Special Magistrate heard testimony and received evidence from the Applicant, the Applicant's dock contractor, the Town's Building Official, the Town's Attorney, and several neighbors and interested persons.

Events and Issues Presented

The subject property is located at 227 176th Terrace Drive E in Redington Shores. The Applicants have owned the subject property since 1994. The subject property is a pie-shaped corner lot with 29.2 feet of waterfront property line. The subject property is one of twelve similarly shaped lots located in the zoning district. The vast majority of waterfront properties in the zoning district have docks, boat lifts, davits, etc. The subject property had an existing dock and davits since 2002 but both were destroyed during a tropical depression. In 2021, the Applicants applied for and were issued a building permit for replacement of the dock and the installation of an elevator boat lift.

Section 63-12 B of the Town Code of Ordinances provides that, "Private docks, boat lifts and davits must be constructed within the center one-third of the applicant's waterfront property or 50 feet from the adjacent property, whichever is less restrictive." Since the Applicant's waterfront property line is 29.2 feet, Applicant's dock would need to be constructed within the center one-third (approx. 10 feet) of the waterfront property line as that is the least restrictive requirement.

During the construction of the dock and boat lift, the Town received a a complaint that the elevator boat lift was encroaching beyond the assumed property line,¹ a stop work order was issued as the site plan did not correctly depict the angle of the assumed property line. In order to remedy the situation, Appellant's dock contractor submitted numerous revisions to the site plan; however, none of those revisions were in compliance with the Town's Land Development Regulations. According to the Town's Building Official, the most recently revised site plan will conform with the Town's requirements if the dock and boat lift can be constructed outside the center one-third of the Applicant's waterfront property. Also, constructing the dock and boat lift at this location would be consistent with the side yard setbacks on land. Under the revised site plan, the dock and boat lift will not encroach beyond the assumed property lines, including when the boat lift is lowered to the bottom of the canal.

Section 63-12 B of the Town's Code of Ordinances allows for the waiver of the center one-third requirement by the building commissioner, provided that signed statements of "no objection" are submitted by the property owner(s) encroached upon. In this case, the property owner encroached upon objected to the most recently proposed location of the dock and boat lift. Consequently, the Applicants applied for this variance to build beyond the center one-third of their waterfront property line.

Authority of Special Magistrate

Section 90-127, Redington Shores Code of Ordinances mandates that the Board of Commissioners appoint a Special Magistrate, as may be deemed necessary or required from time to time, to hear variance requests filed with the Town. Section 90-127 provides the Special Magistrate with the power and duty to authorize variances from part 2 of the Town's Land Development Regulations, other than those establishing zoning and density, as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of part 2 of would result in unnecessary and undue hardship and when the requested variance meets the requirements set forth in Section 90-127 B. Those requirements, along with this Special Magistrate's findings are set forth below.

¹ At the hearing, assumed property lines were described as the extension of the side lot lines out into the water. The assumed property lines are not actual property lines but delineate where structures can be built in the water in front of a waterfront property. The structures cannot encroach beyond the assumed property lines.

Hardship Criteria and Findings

- (1) ***That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.***

The subject property is a pie-shaped corner lot with a waterfront property line of 29.2 feet and a street front property line of 87.8 feet. Both the waterfront and street front property lines run in an arc. The assumed property lines of a pie-shaped corner lot, including the subject property, will intersect at some point when extended across the water. This creates a triangular area that severely limits the location that docks, boat lifts, davits, etc. can be constructed in the water in front of the property. The docks, boat lifts, davits, etc. must not encroach beyond the assumed property lines of abutting properties.

The aerial photograph on the first page of the Town's Staff Report clearly shows the vast majority of waterfront lots in the zoning district are rectangular shaped and have docks, boat lifts, davits, etc. In contrast to pie-shaped corner lots, rectangular lots have longer or wider waterfront lot lines within which to build, and the assumed property lines do not intersect to further limit the buildable area in the water in front of the properties.

Both the Applicant and the Town Building Official testified that Section 16-12 B did not address corner pie-shaped lots but only standard rectangular lots. This is of note since some witnesses and hearing participants believed the subject property should only be compared to other pie-shaped corner lots. Since Section 16-12 B is being applied to all waterfront properties, the subject property will be compared to all waterfront lots in the zoning district.

In light of the subject property's shape and resulting limited buildable area in the water in front of the subject property, there are special conditions and circumstances that exist which are peculiar to the subject property that do not exist on the vast majority of other lands in the same zoning district.

Finding: I find this requirement has been met.

- (2) ***That the special conditions and circumstances do not result from the actions of the applicant.***

The lot shape is not the result of actions of the Applicants.

Finding: I find this requirement has been met.

- (3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this part 2 to other lands, buildings or structures in the same zoning district.**

The Town's Land Development Regulations allow other waterfront properties in the zoning district to construct docks, boat lifts, davits, etc. in the water in front of the respective properties. The vast majority of waterfront lots in the zoning district, including the other pie-shaped corner lots, have docks and boat lifts, davits, etc.

Thus, granting the requested variance to allow the Applicants to build a dock and boat lift in the water in front of their property does not confer upon the applicant any special privilege that is denied by Part 2 of the Town's Land Development Regulations to other waterfront lots in the zoning district.

Finding: I find this requirement has been met.

- (4) That literal interpretation of the provisions of this part 2 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this part 2 and would work unnecessary and undue hardship on the applicant.**

The vast majority of waterfront properties in the zoning district have docks, boat lifts, davits, etc. constructed in the water in front of their respective properties. According to the Town's Building Official, the docks, boat lifts, davits, etc. that have been constructed on the eleven other pie-shaped corner lots in the zoning district do not meet the requirements of Chapter 63 and there is no record of variance applications that would have allowed those docks, etc.

The literal interpretation of the provisions of Part 2 of the Town's Land Development Regulations would deprive Applicants of rights enjoyed by other properties in the zoning district, including the other pie-shaped corner lots. Applicants would be deprived of the ability to moor a boat and otherwise enjoy their waterfront property in the same manner the other waterfront lot owners enjoy. This deprivation would work an unnecessary and undue hardship on the Applicants.

Finding: I find this requirement has been met.

- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

In light of the vast number waterfront lots that have docks, boat lifts, davits, etc., having those structures constitute a reasonable use of the property. According

to the Town Staff Report and the testimony of the Town's Building Official, the latest revision of the site plan shows the dock and boat lift angled 5 ½ feet from the assumed property line into the water. Importantly, the dock and boat lift can be constructed within the limited buildable area in the water.

Applicants' variance request is the minimum variance possible to build the dock and boat lift in the limited buildable area in the water in front of the subject property.

Finding: I find this requirement has been met.

- (6) ***That the grant of the variance will be in harmony with the general intent and purpose of this part 2, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.***

The Town's Land Development Regulations allow for the construction of docks and other structures in the water abutting waterfront properties. The latest revision of the Applicant's site plan conforms with the Town's Land Development Regulations if the dock and lift can be constructed in the water 5 ½ feet from the assumed property line extending into the water.

The owner of the waterfront lot abutting to the west (another pie-shaped corner lot) testified that building the dock and boat lift in the location depicted in the latest revision of the site plan will not negatively impact his property. The Applicant's dock contractor testified that the boat lift would not encroach beyond the assumed property line of the owner of the property abutting to the east, even when the boat lift is lowered to the bottom of the canal. Finally, the location of the dock and boat lift at the proposed location would be consistent with the side yard setbacks on land.

Granting Applicants' variance request will be in harmony with the general intent and purpose of the Town's Land Development Regulation and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Finding: I find this requirement has been met.

Order

Having found all the requirements set forth in Section 90-127 B have been met, and considering the testimony and evidence presented at the February 23, 2023 variance hearing, this Special Magistrate finds that:

1. The variance request is GRANTED. The variance is not contrary to the public interest and, owing to special conditions of the subject property, a literal enforcement of the provisions of part 2 of the Town's Land Development Regulations would result in unnecessary and undue hardship to the Applicants.
2. The extent of the variance and location of the dock and boat lift shall be tied to the site plan submitted at the February 23, 2023 variance hearing and approved by the Town. That approved site plan will be a part of this order.
3. Pursuant to section 90-127 D of the Town's Code of Ordinance, this variance shall expire in one year from the date of this order, unless action has been commenced for construction in accordance with the variance. The commencement of such action shall be deemed to have occurred upon obtaining any required building permits and commencing substantial construction and keeping such construction underway.

Pursuant to section 90-130 of the Town's Code of Ordinances, any person aggrieved or any officer of the Town of Redington Shores affected by this order may appeal therefrom to the board of commissioners. Notice of appeal shall be in writing and filed with the town clerk within ten calendar days after the date of hearing to be appealed from was held or entry of an order, whichever is later.

DONE and ORDERED on this 7th day of March, 2023.



Ernest Mueller, Esquire
Special Magistrate
Town of Redington Shores, Florida

Donald & Joan Swanzy
227 176th Terrace Drive E
Redington Shores, FL 33708

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. – Sanitary sewer line cleanout access and maintenance responsibilities.

- A. The owner, tenant, or occupant of any building having plumbing fixtures installed and intended for human habitation, occupancy or use shall be jointly and continuously responsible for maintaining and keeping the portions of the sanitary sewer fixtures, pipes and lines located on private property, including properties covered by town easements, and which lead to the town's sanitary sewer infrastructure clear and free from obstructions. Such owners, tenants or occupants shall not cause, suffer or permit any article or substance to be introduced into the portions of the sanitary sewer fixtures, pipes and lines located on private property which causes, or is reasonably likely to cause a blockage or obstruction 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.
- 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 will give the town the right to disconnect the property from the town's 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.
- 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. In the event historical privately-owned portions of the system were allowed to encroach into town property, prior to the owner's undertaking of work on that portion of the lateral or other private system component in town property, the owner shall apply to the building official for a right-of-way permit. All work on such private infrastructure located in town property shall be performed according to the requirements of the issued permit, and must be inspected and approved by the building official or his/her designee.
- D. Any structural repair, renovation or modification to a building having plumbing 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) percent or more of the market 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, a 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 the sanitary sewer lateral line. The first such 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 official. 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.
- 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 **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

Section 4. The Codifier shall codify the substantive amendments to the Redington 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 READING on the __ day of _____, 2022, by the Board of Commissioners of the Town of Redington Shores, Florida.

Attest:

MaryBeth Henderson, Mayor Commissioner

Tracy Campbell, Town Clerk

ORDINANCE NO. 23-02

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING CHAPTER 70 OF THE TOWN CODE CONCERNING CODE ENFORCEMENT PROCEDURES; AMENDING § 140-16 OF THE TOWN CODE REGARDING THE PROCESS FOR ENFORCING PARKING VIOLATION TICKETS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Shores (the Town) currently sets forth its local regulations regarding code enforcement procedures in Chapter 70 of the Town Code; and

WHEREAS, the process of local government code enforcement is regulated primarily by Florida Statutes Chapter 162; and

WHEREAS, the Town periodically reviews its codes to ensure they are up to date with current law and best practices; and

WHEREAS, with respect to the Town's code enforcement procedures, the Town's contracted police department has requested the Code be updated to expressly provide that parking citations issued under § 140-16 of the Town Code for violation of the Town's parking rules would be processed under the Town's code enforcement magistrate process; and

WHEREAS, in addition to that revision, the Town Attorney has also recommended the additional revisions to Chapter 70 reflected in this Ordinance; and

WHEREAS, the Board of Commissioners 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. Chapter 70 of the Redington Shores Town Code is hereby amended to read as follows:

Chapter 70 - CODE ENFORCEMENT

ARTICLE I. – GENERAL PROVISIONS AND MAGISTRATE PROCESS

Sec. 70-1. - Intent.

The intent of this chapter is to ~~authorize the use of~~ ~~create~~ a local government code enforcement special ~~magistrate master~~ and ~~to adopt code enforcement~~ procedures ~~and enforcement options relating thereto~~ in order to promote, protect and improve the health, safety and welfare of the citizens of the ~~the Town of Redington Shores~~, by providing for ~~an~~ equitable, expeditious, effective and inexpensive methods of enforcing the ~~town~~ codes, ~~including, but not limited to, business tax receipts, fire, building, zoning and sign codes in force in the Town of Redington Shores, Florida.~~

Sec. 70-2. – Applicability; optional enforcement.

Pursuant to Florida Statutes Chapter 162, the town is authorized to create or abolish by ordinance local government code enforcement systems. This chapter creates a code enforcement system that gives a code enforcement special magistrate designated by the commission the authority to hold hearings and assess fines against violators of the town's code. A special magistrate shall have the same status as a code enforcement board as provided under F.S. ch. 162, and in this chapter. The provisions of this chapter shall in no way be construed to limit the power of the town to proceed in any other civil or criminal proceeding or in any other forum to enforce its code. Nor shall the provisions of this chapter negate the independent statutory authority of the town's fire marshal and building official to enforce the fire code and building code.

Sec. 70-32. - Definitions.

The following definitions are applicable to this chapter and have the following meanings:

Code enforcement special magistrate—The person(s) appointed by the commission to serve as special magistrate and to administer the provisions of this Town of Redington Shores Special Magistrate or Magistrates designated by resolution of the town commission for the purpose of handling code enforcement hearings.

Code enforcement officer/inspectors—Any employee or authorized agent of the Town of Redington Shores whose duty it is by virtue of job description, contract, or other lawful designation to assure code compliance through investigation and enforcement assigned responsibilities include inspecting for or enforcing, or both, violations of the Code of the Town of Redington Shores, including, but not limited to, business tax receipts, fire, building, zoning and sign codes of the Town of Redington Shores. In addition to any other person so designated, a deputy sheriff and any municipal law enforcement officer providing law enforcement services to the town are authorized to enforce the town's codes according to the provisions of this article.

Repeat violation—A violation of a provision of the Town of Redington Shores Code by a person, business, or other entity who or which has previously been found by the special magistrate or through any other quasi-judicial or judicial process, to have violated (or who has admitted violating) the same provision within five years prior to the violation, notwithstanding the location of the prior violation(s).

Sec. 70-43. – Appointment of Code enforcement special magistrates; role of town attorney.

- A. The commission may, from time to time, appoint one or more persons to serve as code enforcement special magistrate. Such persons must be members in good standing of The Florida Bar and possess such other skills and experience as the commission may require. Magistrates shall be an attorney at law, licensed to practice in the State of Florida, and shall be appointed by resolution of the town commission of the Town of Redington Shores, with such compensation as is deemed appropriate by the town commission. Such special magistrates shall serve at the pleasure of the town commission, and may be removed at any

time by the town commission. Appointed magistrates will be subject to any oath or additional requirements as may be set forth in state law.

B. Unless otherwise specified by contract, special magistrates shall have no set term of appointment. Upon initial appointment to preside over a case, a special magistrate shall review the identity of the alleged violator(s) so as to ensure the magistrate does not have any family, business or other such involvement with the violator(s) such that a conflict of interest would be present. Should such a conflict be identified, the special magistrate shall recuse her or himself and an alternative magistrate will be appointed to preside over the case. The recusal standards established in the state supreme court's judicial conduct code will control such questions.

C. The town clerk shall assign any violation notice referred by the code enforcement officer for hearing to the special magistrate. In the event more than one person is appointed special magistrate, the clerk shall endeavor to rotate assignments on a random basis.

D. The code enforcement officer is authorized to present cases before the special magistrate. If requested by the code enforcement officer, the town attorney shall represent the town by presenting cases before the special magistrate.

Sec. 70-4. — Enforcement procedures ~~Oath of office.~~

A. It shall be the duty of the code enforcement officer to initiate enforcement proceedings of the various codes. Neither the commission nor the special magistrate shall have the power to initiate such enforcement proceedings.

B. Except as provided in subsections (C) and (D), if a violation of the code is found, the code enforcement officer shall notify the violator and allow a reasonable time for the violator to correct the violation. Should the violation not be corrected within the time allowed (including any extensions the code enforcement officer determines to be reasonable under the circumstances), the code enforcement officer shall notify the town clerk that a special magistrate hearing is requested. The town clerk shall, thereafter, notify the special magistrate of the referral and coordinate with the magistrate on the scheduling of the hearing. The town clerk shall also ensure a written notice of such hearing is hand delivered or mailed as provided in Florida Statutes § 162.12 to the violator. Notice may additionally be served by publication or posting as provided in Florida Statutes § 162.12. If, within the time provided by the code enforcement officer for correction, the violation is corrected but then recurs, or if the violation is not corrected, the violation is still considered a violation and shall still be presented to the special magistrate even if, prior to the hearing, the violation is corrected, and the notice of hearing shall so state.

C. If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code enforcement officer, upon notifying the violator of a repeat violation, may immediately notify the clerk to schedule a special magistrate hearing. If the repeat violation has been corrected by the time of the hearing, the special magistrate shall schedule a hearing to

determine costs and impose the payment of reasonable enforcement fees upon the repeat violator.

D. If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the clerk and request a special magistrate hearing.

E. If the owner of property that is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the transferee.

(2) Deliver to the transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding.

(3) Provide written disclosure to the transferee that the transferee will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the above-required disclosures made to the new owner, within five days after the date of the transfer.

If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall, upon proper motion made, be afforded a reasonable continuance to allow the new owner to correct the violation, secure legal counsel, or for other good cause shown. If the new owner corrects the violation before the re-scheduled hearing, the code enforcement officer may, if he or she determines that the new owner has acted in good faith to promptly come into compliance, file a dismissal of the violation and request cancellation of the hearing.

~~Upon appointment, the special magistrates shall, before entering upon discharge of his or her duties, take an oath of office.~~

Sec. 70-5. - Conduct at hearings; legal counsel.

A. Upon request of the code enforcement officer, or at such other times as may be necessary, the special magistrate may call a hearing to hear any outstanding notices of violations or any related motions. The town clerk shall ensure that adequate hearing space within town hall, or at such other location within the town as would be appropriate, is secured for the hearing. The town clerk shall serve as the clerk for the hearing officer and shall keep and maintain a copy of all official records of the case including exhibits admitted into evidence. However, it shall be the responsibility of any party to such hearing to secure a certified court reporter should a record of the proceedings be desired.

B. If the local governing body prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the code enforcement board or magistrate and such costs may be included in the lien authorized by law.

C. The special magistrate shall proceed to hear the cases on the agenda for that day. However, the special magistrate may, in its/his/her discretion, continue any case until the next agenda upon a showing of good cause at the time of or prior to the scheduled hearing. All testimony shall be under oath. The special magistrate shall take testimony from the code enforcement officer, the alleged violator and any other witnesses called by the parties and allowed to testify by the special magistrate. The parties shall have the opportunity to give testimony, present witnesses and to cross-examine adverse witnesses in person or through their attorney. The formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. The special magistrate may impose the rule of witness exclusion during the hearing if so requested by a party. While Florida Statutes § 286.011 is not applicable to a magistrate hearing, the magistrate shall generally allow citizens to attend and observe the hearing, and shall not exclude a person from the hearing room absent the person's engaging in threatening or disruptive behavior or for other good cause. Before removing a person from the hearing, the magistrate shall, safety permitting, hear from the parties and the person to be removed before ruling. Any such ruling shall be made on the record, and the magistrate shall state the reasons for the removal.

D. At the conclusion of the hearing, the special magistrate shall issue a final order containing findings of fact and conclusions of law, and shall therein affording the proper relief consistent with the findings and conclusions, and within the limits provided for in Florida Statutes Chapter 162. A certified copy of any such order which imposes a daily fine or awards allowable costs to the town may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the code enforcement board or special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records.

~~Conduct of hearings. The code enforcement special magistrate shall adopt rules for governing the conduct of its affairs not inconsistent with the provisions of this section and specifically:~~

~~(1) The special magistrate may call hearings at any time.~~

~~(2) The special magistrate may, at any properly noticed hearing, set a future hearing date.~~

~~(3) Minutes shall be kept of all hearings. All hearings and proceedings shall be open to the public. All testimony shall be under oath and mechanically recorded.~~

~~(4) The town shall provide a hearing room and such clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his or her duties.~~

~~(5) Each case before the special magistrate shall be presented by the one or more code inspectors who are charged with the responsibility for inspection and/or enforcement of the specific code section or sections alleged to have been violated. If the local governing body prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized under section 70-8 of this Code and F.S. Ch. 162.~~

~~(6) The special magistrate shall proceed to hear the cases on the agenda for that day; provided, however, that the special magistrate may, in his or her discretion, continue any case until the next agenda upon a showing of good cause at the time of or prior to the scheduled hearing. The special magistrate shall take the testimony from the code inspector, the alleged violator, and any other witnesses. Both sides shall have a right to give testimony, present witnesses and to cross-examine adverse witnesses, in person or through their attorney. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.~~

~~(7) After conclusion of the hearing, the special magistrate shall issue findings of fact based upon the evidence or record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted herein. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in section 70-8, the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of Pinellas County and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. Such order shall have priority over any other mortgages, liens or encumbrances. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required for the issuance of an order acknowledging compliance.~~

~~(8)(1) All hearings and deliberations before the special magistrate shall be open to the public.~~

~~A. *Legal counsel.* The town attorney shall provide legal counsel to the code inspectors.~~

Sec. 70-6. - Powers of special magistrate.

The special magistrate shall have the power to:

- A. Adopt rules for the conduct of his or her hearings which are not inconsistent with this chapter.
- B. Subpoena alleged violators and witnesses to his or her hearings. Subpoenas may be served by a town ~~the~~ police officer or, if the violator or witness is not located in the officer's jurisdiction, then department having jurisdiction in the Town of Redington Shores, or by any other individuals authorized to serve process in the jurisdiction where the violator or witness is located.
- C. Issue sSubpoenas for evidence when so requested by a party to a hearing.
- D. Take testimony under oath.
- E. Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.
- F. Impose daily fines in the manner and amounts set forth in this code, but not to exceed the maximum amounts established by state law.
- E.G. To hear appeals of parking violation tickets in the manner provided for in § 140-16 of the code.

Notwithstanding the foregoing authority, the magistrate shall not have any authority to grant a declaration regarding the underlying title to, or property rights of an alleged violator, including declaring whether a property owner has a vested or grandfathered right. Such determinations may only be made by a court of competent jurisdiction or as may be provided for in the land development code.

~~Sec. 70-7. - Enforcement procedures.~~

- ~~A. It shall be the duty of the code inspectors to initiate enforcement proceedings of the town's Code; the special magistrate shall not have the power to initiate such enforcement proceedings.~~
- ~~B. If a violation of the Code is found, except in the case of a repeat violation, the code inspector shall notify the violator and give him a reasonable time to correct the violation. In the event the violation is not corrected within the period of time given by the code inspector, the code inspector shall provide written notice, as herein provided, to the violator of the date, time and place of a hearing to be held on the violation. If the violation is corrected and then recurs, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the special magistrate even if the violation has been corrected prior to the hearing and the notice shall so state. The~~

~~notice shall also state that if the alleged violator fails to appear, that the hearing will take place in his absence.~~

~~C. If an alleged repeat violation is found, the code inspector shall notify the violator of same, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall at the same time provide written notice, as herein provided, to the violator of the date, time and place of the hearing on the violation. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the alleged violator has been properly noticed and fails to appear before the special magistrate, the special magistrate may proceed with the hearing. If the alleged repeat violator is found guilty of the violation, or appears and admits the repeat violation, the special magistrate may impose an appropriate fine as provided for herein and an order with appropriate findings of fact and conclusions of law shall be entered. The provisions of section 70-8.F. hereof shall apply to said order. A request for termination of said fine shall be heard by the special magistrate. All notices required in this subsection shall state that if the alleged violator fails to appear, the hearing will still take place in his or her absence.~~

~~D. If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the alleged violator of the violation and of the hearing and may immediately notify the special magistrate and request a hearing. The special magistrate shall conduct a hearing to determine if a violation exists and may enter appropriate orders.~~

~~E. If the owner of property that is subject to an enforcement proceeding before a special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:~~

- ~~(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.~~
- ~~(2) Deliver to the prospective transferee a copy of the pleadings, notices and other materials relating to the code enforcement proceeding received by the transferor.~~
- ~~(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.~~
- ~~(4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.~~

~~A failure to make the disclosures described in paragraphs A, B and C before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing,~~

~~the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.~~

Sec. 70-78. - Administrative fines; costs of repair; liens.

- A. The special magistrate ~~may~~, upon notification by the code inspector that an order of the special magistrate requiring compliance by a date certain has not been complied with by that date a set time, or upon a finding by the special magistrate that a repeat violation has ~~occurred~~been committed, may order the violator to pay a fine as specified herein for each day the violation continues past the date set by the special magistrate for compliance, or in the case of a repeat violation, for each day the repeat violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found by the code enforcement officer to have occurred or is discovered to exist of notice to the violator of the repeat violation. In addition, if the violation is a violation described in ~~§section 70-47.D. of this Code~~, the special magistrate shall notify the town commission, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the town to make further repairs or to maintain the property and does not create any liability against the town for any damages to the property if such repairs were completed in good faith. If a finding of violation or a repeat violation has been made, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection paragraph B.
- B. A fine imposed pursuant to this ~~chaptersection~~ shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection A. However, if a special magistrate finds the violation to be irreparable or irreversible in nature, the magistrate it may impose a fine not to exceed \$5,000.00 per violation.
- C. In determining the amount of fine, if any, the special magistrate shall consider the following factors:
- (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- D. In any case in which the violator is found by the special magistrate to be in violation of the ordinances of the ~~tTown of Redington Shores~~, the special magistrate may impose additional fines to cover all shall assess costs against the violator, which costs shall include fees and expenses incurred by the town in enforcing its codes against the violator ~~conducting the hearing~~, including the fee of the special magistrate, and all costs of repairs pursuant to

~~subsection A. In determining the amount of such fines, the special magistrate shall consider the criteria set forth in subsection C. The special magistrate is authorized to enter any appropriate order pertaining to costs, and such order shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the violator, in the same manner as any other lien established herein.~~

- E. The special magistrate may reduce or eliminate a fine imposed by it pursuant to this section. The request to reduce or eliminate a fine shall be made within 60 days of correcting the violation for which the fine was assessed. If the violator fails to appear before the special magistrate because ~~the violator~~ he did not receive actual notice of the hearing on the underlying ~~his~~ violation, and so long as said lack of actual notice was not the result of the violator's own act or omission, the special magistrate may consider a request to reduce or eliminate a fine notwithstanding that the request is untimely made.
- F. Unless any request to reduce or eliminate a fine meets the conditions of subsection E-~~above~~, any reduction or elimination in any fine previously imposed can only be considered by the town commission ~~of the Town of Redington Shores~~.
- G. A certified copy of an order imposing a fine, ~~or a fine plus repair costs,~~ may shall be recorded in the public records of ~~the cPinellas County, Florida,~~ and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. ~~Such lien shall have priority over any other mortgages, liens or encumbrances.~~ Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of the state, including execution of a levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever first occurs. A lien arising from a fine imposed pursuant to this section runs in favor of the town, and the commission may execute a satisfaction or release of lien entered pursuant to this section. Upon filing and recording of such a lien, it shall remain a lien against each such property until paid.
- H. After three months from the filing of any such lien which remains unpaid, the town commission may authorize the town attorney to foreclose on the lien ~~or to sue to recover a money judgment for the amount of the lien plus accrued interest~~. No lien created pursuant to the provisions of this section may be foreclosed on real property which is homestead under Section 4, Article X of the Florida Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered by Section 4(a), Article X of the Florida Constitution. The town attorney or her/his designee is authorized to obtain a public records search for the purpose of determining whether to institute a lien foreclosure proceeding without the necessity of any action by the commission whenever the unpaid amount of a lien assessed by the special magistrate exceeds \$100.00. No public records search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.

G.I. Pursuant to Florida Statutes § 695.01(3), a lien by the town that attaches to real property for a code enforcement fine or penalty is valid and effectual in law or equity against creditors or subsequent purchasers for a valuable consideration only if:

(1) the lien is recorded in the official records of the county in which the property is located, and

(2) the recorded notice of lien contains:

a. the name of the owner of record,

b. a description or address of the property, and

c. the tax or parcel identification number applicable to the property as of the date of recording.

H.

Sec. 70-8. – Duration of lien.

No lien provided under this article and applicable state law shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to subsection 70-7.G in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the town is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The town shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 70-9. – Ex Parte communications prohibited.

A. No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this article. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.

B. The special magistrate shall not communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this chapter.

C. Failure on the part of the special magistrate to comply with the provisions of this subsection shall constitute grounds for removal of the special magistrate.

Sec. 70-~~109~~. - Appeals.

An aggrieved party, including the town commission, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 70-~~110~~. - Notices.

- A. All notices required pursuant to this chapter shall be provided to the alleged violator by certified mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database.; The town may also provide an additional notice to any other address it may find for the property owner and, if the owner informs the town in writing that notices should be sent to an alternative address, subsequent notices shall also be sent to that address. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. Notice may also be by hand delivery by a law enforcement officer or code inspector; or by leaving the notice at the alleged violator's usual place of residence with any person residing there who is above 15 years of age and informing such person of the contents of the notice. In the case of a commercial premises, notice may be by leaving the notice with the manager or other person in charge of the commercial establishment.
- B. In addition to providing notices as set forth in subsection A. above, at the option of the special magistrate, notice may also be served by publication as follows:
- (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the special magistrate is located. The newspaper shall meet such requirements as are prescribed under F.S. Ch. 50 for legal and official advertisements.
 - (2) Proof of publication shall be made as provided in F.S. § 50.041 and § 50.051.
- C. Notice of publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail. Evidence that an attempt has been made to hand deliver or mail notice in compliance with this section, together with proof of publication as required herein, shall be sufficient to show that notice requirements of this chapter have been met without regard to whether or not the alleged violator actually received such notice.

ARTICLE II. – SUPPLEMENTAL ENFORCEMENT PROCEDURES IN COUNTY COURT

Sec. 70-20. – Citation system procedure; issuance; filing; notice.

- A. The provisions of this section are additional and supplemental means of enforcing the town's codes or ordinances and may be used for the enforcement of any code or ordinance.

or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit the town from enforcing its codes or ordinances by any other means.

B. A violation of this Code is a civil infraction. A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge. The citation will be filed and heard in the county court.

C. Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

Sec. 70-21. – Form and content of citation.

Pursuant to F.S. § 162.21(3)(c), a citation issued by a code enforcement officer pursuant to this article shall be in a form prescribed by the town and shall contain:

- A. The date and time of issuance.
- B. The name and address of the person to whom the citation is issued.
- C. The date and time the civil infraction was committed.
- D. The facts constituting reasonable cause.
- E. The number or section of the code or ordinance violated.
- F. The name and authority of the code enforcement officer.
- G. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- H. The applicable civil penalty if the person elects to contest the citation.
- I. The applicable civil penalty if the person elects not to contest the citation.

J. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

Sec. 70-22. – Deposit of citation with county court; refusal to sign and accept.

A. After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

B. Pursuant to F.S. § 162.21(6), any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

Sec. 70-23. – Application of article's provisions.

The provisions of this part shall not apply to the enforcement pursuant to F.S. §§ 553.79 and 553.80 (the state building code adopted pursuant to F.S. § 553.73) as applied to construction, provided that a building permit is either not required or has been issued by the town. For the purposes of this subsection, the term "building codes" means only those codes adopted pursuant to F.S. § 553.73.

Sec. 70-24. – Penalty for violation.

A. Findings of violations will subject the violator to a maximum fine of \$500.00. The fine for a violator who elects not to contest a violation citation shall be \$250.00.

B. Any person charged with a violation of a town ordinance in county court may appear and contest the citation, and if found to be in violation, may appeal such finding as provided in the Florida Rules of Civil Procedure.

Sec. 70-25. – Notice to appear.

A. Notwithstanding Florida Statutes § 34.07, a code enforcement officer, designated pursuant to this chapter, may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

B. Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such

time period shall be no fewer than five days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

ARTICLE III. – ENFORCEMENT BY CIVIL ACTION

Sec. 70-30. – Civil actions to enforce town codes.

In addition to other provisions of law or this Code authorizing the enforcement of the town's codes, the town may enforce any violation of its code by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought.

Sec. 70-11. – Affect on other proceedings.

~~The provisions of this chapter shall in no way be construed to limit the power of the Town of Redington Shores, Florida, to proceed in any other civil or criminal proceeding or in any other forum to obtain enforcement of its Code provisions.~~

Sec. 70-12. – Conflict of interest provisions.

~~A. No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this chapter. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.~~

~~B.A. The special magistrate shall not communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this chapter.~~

~~C.A. Failure on the part of the special magistrate to comply with the provisions of this subsection shall constitute grounds for removal of the special magistrate.~~

Sec. 70-13. – Public records searches.

~~A. The town attorney or his designee is authorized to obtain a public records search for the purpose of determining whether to institute a lien foreclosure proceeding without the~~

~~necessity of any action by the board of commissioners whenever the unpaid amount of a lien assessed by the special magistrate exceeds \$100.00.~~

~~B. No public records search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.~~

Section 2. Section 140-16 of the Redington Shores Town Code is hereby amended to read as follows:

Sec. 140-16. – Enforcement; penalties for offenses.

A. The police department shall enforce the restricted parking access provisions of this article by inspection of the designated areas and issue of parking violation tickets.

B. Violation of this article shall be punishable by a fine of \$15.00 per incident.

C. Persons wishing to appeal a parking violation ticket received pursuant to this section may file an appeal with the town's code enforcement special magistrate. The appeal shall be in writing, shall set forth each reason why the violator believes the parking violation ticket was issued in error, and shall be signed by the violator or, if the violator is a business entity, by the violator's authorized representative.

B.D. The code enforcement special magistrate shall hear appeals where an alleged violator contests a parking violation ticket issued in accordance with article III of chapter 140 of the code (stopping, standing and parking). The town shall bear the initial burden of proof that the violator occurred. Thereafter, the burden of proof shifts to the appealing violator to demonstrate the ticket was issued in violation of the law. If the special magistrate determines that there was a violation associated with the violator or a motor vehicle licensed to the violator, then the magistrate shall sustain the ticket. If the special magistrate determines that there was no violation committed, or that the violator established that the law was not followed, the magistrate shall dismiss the ticket. If the special magistrate sustains the ticket then, in addition to the fine amount listed on the ticket, the special magistrate may impose administrative costs incurred by the town associated with the appeal hearing, including the magistrate's fee.

Section 3. For purposes of codification of any existing section of the Redington Shores Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 4. 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 5. The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. 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 READING on the __ day of _____, 2022, by the Board of Commissioners of the Town of Redington Shores, Florida.

Attest:

MaryBeth Henderson, Mayor Commissioner

Tracy Campbell, Town Clerk

ORDINANCE 23-04

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, REPEALING AND REPLACING CHAPTER 71 (CURFEW); MAKING RELATED FINDINGS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 71 of the Redington Shores Town Code, addressing a juvenile curfew, dates to Ordinance 77-2, adopted on March 1st 1977; and

WHEREAS, Chapter 71 has not been amended since its adoption; and

WHEREAS, in the decades since the adoption of Chapter 71, substantial state and federal caselaw has been promulgated which has clarified the constitutional issues and limitations surrounding curfews in general and juvenile curfews in particular; and

WHEREAS, the Redington Shores Town Commission (the Commission) finds that a need exists to protect youth from harm and victimization, to protect the safety and well-being of the youth, and to reduce crime and violence committed by unsupervised youth; and

WHEREAS, youth are peculiarly vulnerable to being victims of crime such as homicide, robbery, assault and battery, and sexual offenses. Youth are generally smaller than adults, less likely to be in possession of a weapon, and less able to defend themselves; and

WHEREAS, youth are perceived to be easier targets by those persons inclined to commit violent crimes, a vulnerability is generally increased during late night hours because persons who are inclined to commit crimes of violence can do so with a lower risk of apprehension, because there is often little or no parental or adult supervision under such circumstances; and

WHEREAS, youth are also less likely to perceive the imminent risk of becoming the victim of a violent crime, and are under an additional threat of sex crimes because of perception that youth are less likely to be believed if they report having been the victim of a sex crime; and

WHEREAS, most parents make every reasonable effort to protect their children from the dangers of crime and make informed choices as to what to allow their children to do; and

WHEREAS, notwithstanding those efforts, parents cannot always maintain control of their children, and children at times fail to obey parentally-imposed curfews and can fail to be truthful to their parents about what they are doing during evening hours out of the home;

WHEREAS, parental oversight of youth can also be impaired by the fact that some single parents must work during evening or night hours, leaving their children in an unsupervised or under-supervised setting during these hours; and

WHEREAS, residents of the Town, including parents of minor children, as well as business owners and managers in the Town have asked the Town to develop a lawful balanced

means of assisting them in both reducing the risks to children who are out and unsupervised during nighttime hours, and in reducing the negative effects of unsupervised children being out at night, including vandalism, theft, public urination, underaged consumption of alcohol or unlawful narcotics, and disturbance of the peace; and

WHEREAS, the Town of Redington Shores, being a beautiful beachfront community with properties offering short term rental opportunities, has for years seen increases in the number of non-resident youth in the Town during holidays, school/college/university breaks, and during vacation season, resulting in numerous unsupervised youth congregating on the Town's beach, sidewalks, and business locations open during evening hours, during which times vandalism, theft, public urination, underaged consumption of alcohol or unlawful narcotics, public intoxication, fighting, disturbance of sea turtle nesting areas, and general disturbances of the peace are too often occurring; and

WHEREAS, congregation of youth in front of or within businesses during evening hours impedes the ability to customers to freely access and patronize such businesses; and

WHEREAS, congregation of youth on sidewalks within the Town during evening hours impedes the free flow of persons using those sidewalks for their intended purpose; and

WHEREAS, the Town is situated within Pinellas County, the most densely populated county in Florida, and within easy driving distance for youth traveling from Pasco, Manatee and Hillsborough Counties; and

WHEREAS, these geographic regions include several major colleges and universities, as well as school districts with some of the highest levels of student populations, all of which release their students for extended seasonal breaks during the same weeks each year; and

WHEREAS, the Town's Chief of Police (the Chief) has reported that in prior years, his department has made many attempts to work with the short-term rental properties in the Town with the goal of having those property owners/managers play a more active role in overseeing the activities of minors staying at their properties; and

WHEREAS, the Chief has reported that in spite of such efforts, the owners/managers were unwilling to crack down on short-term renting to an apparent adult on line, only to have the rental occupied solely by minors, and were either unwilling or unable to exercise any meaningful control over the activities of unsupervised minors in businesses and on beaches and sidewalks; and

WHEREAS, the Chief reports that last year the Police Department responded to 34 calls for alcohol and drug overdoses; and

WHEREAS, the Chief has reported that given the historical consistency of such activities, and the growing prevalence of vacation rental properties in the Town, the foregoing activities is projected to occur again in 2023 and in subsequent years; and

WHEREAS, the Town of Redington Shores is a small municipality with limited resources available to combat the unruly behavior of unaccompanied juveniles which impairs the health, safety and welfare of the general public, including the minors involved; and

WHEREAS, Article VIII, § 2(b) of the State Constitution provides that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Florida Statutes § 877.25 authorizes counties and municipalities to enact curfew ordinances regulating the presence of youths in public places and establishments which provide restrictions more stringent or less stringent than the curfew established by the Legislature in Florida Statutes § 877.22 (the model curfew statute); and

WHEREAS, in *State v. J.P.*, 907 So.2d 1101, 1115-16 (Fla. 2004), the Florida Supreme Court (finding the juvenile curfew ordinances of the cities of Pinellas Park and Tampa were unconstitutional), ruled that strict scrutiny applies to such ordinances, that juveniles had fundamental rights to privacy and freedom of movement, and that the ordinances burdened those rights because the ordinances did not contain sufficient exceptions to ensure minors would be allowed to exercise their rights to engage in core First Amendment activities, to engage in interstate travel, and to go to and from valid places of employment; and

WHEREAS, it is the intent of the Town Commission to adopt this Ordinance for the protection of the general public, including minors, by establishing a limited curfew in the Town during certain hours of the day or night under certain circumstances, in a manner which will protect the fundamental constitutional rights of youth and parents by setting out a body of regulations and standards which are narrowly tailored so as to advance public interests deemed by the Town Commission as compelling, which shall conform with requirements set out by the Florida Supreme Court in *State v. JP*, and guidelines of other State and Federal Courts, as well as meeting all requirements of the Constitutions of the United States and the State of Florida; and

WHEREAS, the Town Commission has conducted a public hearing on this Ordinance at which it heard from the Police Department, property owners and residents, and all other interested parties whether those parties were in support of or opposed to the regulations set forth in the Ordinance; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town, and the health, safety and welfare of its residents, visitors and businesses, to adopt this Ordinance.

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

Section 1. Sections 71-1 and 71-2 of Chapter 71 (Curfew) of the Redington Shores Town Code are hereby repealed in their entirety:

~~Sec. 71-1. Hours of curfew; exceptions.~~

~~A. It shall be unlawful for any minor under the age of 18 years to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, wharves, docks, beaches or other public grounds, public places, public buildings, places of amusement and entertainment, vacant lots or other unsupervised places between the hours of 10:00 p.m. and 5:00 a.m. of the following day in the town; provided, however, that the provisions of this section shall not apply to a minor accompanied by his or her parent, guardian or other adult person having the care and custody of the minor or where the minor is upon an emergency errand or legitimate business directed by his or her parent, guardian or other adult person having the care and custody of the minor. Each violation of the provisions of this section shall constitute a separate offense.~~

~~B. It shall be unlawful for minors under the age of 18 to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, wharves, docks, beaches or other public grounds, public places, public buildings, places of amusement and entertainment, vacant lots or other unsupervised places between the hours of 10:00 p.m. and 5:00 a.m. of the following day in the town; provided, however, that the provisions of this section shall not apply to a minor accompanied by his or her parent, guardian or other adult person having the care and custody of the minor or where the minor is upon an emergency errand or legitimate business directed by his or her parent, guardian or other adult person having the care and custody of the minor. Each violation of the provisions of this section shall constitute a separate offense.~~

~~**Sec. 71-2. Penalties for offenses.**~~

~~All persons violating the provisions of this chapter and any parent, guardian or other adult person having the care and custody of a minor who shall violate this chapter shall, upon conviction, be punished as set forth in chapter 1, general provisions, article II, of this Code.~~

Section 2. A new Chapter 71 (Curfew) of the Redington Shores Town Code is hereby created as follows:

Sec. 71-1. Definitions.

For the purposes of this chapter, the following words shall be defined as follows:

Direct route means the shortest reasonable path to travel to reach a final destination without any detour or stop along the way.

Emergency means an unforeseen combination of circumstances which results in a situation that requires immediate attention to care for or prevent serious bodily injury, loss of life, or significant property loss. The term "emergency" includes, but is not limited to, a fire, a natural disaster, or an automobile accident.

Establishment means a privately-owned place of business to which the public is invited, including, but not limited to, a place of entertainment.

Guardian means:

- (1) a person who, under court order, is the guardian of the person of a youth,
- (2) a court appointed person or agency acting in the role of a parent, or
- (3) a person who is not a parent and who has legal custody of the youth by court order.

Holding location means a place designated by the police chief to which a youth taken into custody for a violation of this article may be delivered to await pickup by a parent or by juvenile authorities.

Law enforcement officer means any sworn law enforcement officer under the direction of the police chief or sheriff.

Legal guardian means a person to whom lawful custody has been given by a court order.

Legal holidays shall be understood to include those holidays designated in Florida Statutes § 683.01.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any business or establishment. The term includes the members or partners of any association or partnership and the officers of a corporation.

Parent means a person who has care and control of a youth as a natural, adoptive or stepparent, and includes a person who is:

- (1) a court-appointed guardian of another person; or
- (2) a person at least 18 years of age and with written authority from a parent or court-appointed guardian to have the care and custody of another person.

Private place means any property or place, whether privately or publicly owned, to which the general public does not have access and a right to enter or remain for business, recreation, entertainment or otherwise.

Public place means any property owned or controlled by the town, the county, the state or other governmental entity, to which the general public has access and a right to enter or remain for business, recreation, entertainment, or other lawful purpose.

Remain means to:

- (1) Linger or stay unnecessarily in a particular place; or

(2) Fail to leave premises when requested to do so by a duly authorized law enforcement officer or the owner, operator, or other person in control of the premises.

Semi-public place means any privately-owned or privately-operated real property (including any structure thereon) to which the general public has access and a right to enter or remain for business, recreation, entertainment, or other lawful purpose, and includes any common area of any condominium or housing complex, any vacant lot or vacant or abandoned building, and includes but is not limited to any store, shop, restaurant, tavern, theatre, parking lot, alley, road, or shopping center.

Supervising adult means a person who is at least 18 years of age and is authorized to have care and control of the youth and who, by virtue of the youth's parents or guardians' authority, is responsible to watch and direct the activities of the youth while the youth is in the care and control of said person.

Swale means the low tract of land in front of or between houses or other properties often used for drainage of stormwater.

Youth means any unemancipated or unmarried person under the age of 18.

Restricted hours or Youth curfew hours mean:

Sunday – 11:00 p.m. until Monday 5:00 a.m.

Monday – 11:00 p.m. until Tuesday 5:00 a.m.

Tuesday – 11:00 p.m. until Wednesday 5:00 a.m.

Wednesday – 11:00 p.m. until Thursday 5:00 a.m.

Thursday – 11:00 p.m. until Friday 5:00 a.m.

Friday – 11:00 p.m. until 6:00 a.m.

Saturday – 11:00 p.m. until 6:00 a.m.

Legal holidays – 11:00 p.m. until 6:00 a.m.

Sec. 71-2. Establishment of youth curfew; fine.

- (a) A youth shall not be or remain, stay, linger, congregate, move about, wander, or stroll in any public place, semi-public place, or establishment in the town, either on foot or in or upon any vehicle, during youth curfew hours.
- (b) A youth who has been suspended or expelled from school may not be or remain, stay, linger, congregate, move about, wander, or stroll in any public place, semi-public place, or establishment in the town or within 1,000 feet of a school, either on foot or in or upon any vehicle, during the hours of 7:00 a.m. to 5:00 p.m. during any day on which the county's public schools are open and students are required to attend.
- (c) A youth who violates this section shall receive a written warning for her or his first violation. A youth who violates this section after having received a prior written warning is guilty of a civil infraction and shall pay a fine of \$100 for each violation.

- (d) For purposes of this section, a second violation after warning can occur on the same day and during the same restricted hours period, and it is no defense to the issuance of a second violation that the initial warning was issued earlier during the same day and same restricted hours period.
- (e) Violation of this section and § 71-3 are distinct offenses committed by different individuals and the issuance of a citation to a parent or supervising adult for violation of § 71-3 does not preclude issuance of a citation to a youth under this section.

Sec. 71-3. Legal duty of parent; fine.

- (a) The parent(s) and any supervising adult(s) of a youth have a legal duty and responsibility to ensure that the youth does not violate § 71-2 of this code.
- (b) The parent(s) of a youth have a legal duty and responsibility to personally supervise (or arrange for a supervising adult to supervise) the youth so that the youth does not violate § 71-2 of this code.
- (c) The parent(s) and any supervising adult(s) of a youth who knowingly permit the youth to violate § 71-2 shall receive a written warning for a first violation. A parent or supervising adult who knowingly permits the youth to violate § 71-2 after having received a prior written warning is guilty of a civil infraction and shall pay a fine of \$100.00 for each violation. A parent who knowingly permits the youth to subsequently violate § 71-2 shall pay a fine of \$100.00.
- (d) As an alternative to paying the fine for the civil infraction, the parent(s) or supervising adult(s) who violate this section may choose to perform community service as approved by the town commission or town manager. Each hour of such service shall be applied at the rate of the state minimum wage toward payment of the civil fine.
- (e) For purposes of this section, a second violation after warning can occur on the same day and during the same restricted hours period, and it is no defense to the issuance of a second violation that the initial warning was issued earlier during the same day and same restricted hours period.
- (f) Violation of this section and § 71-2 are distinct offenses committed by different individuals and the issuance of a citation to a youth for violation of § 71-2 does not preclude issuance of a citation to a parent or supervising adult under this section.

Sec. 71-4. Legal duty of an operator; fine.

- (a) It shall be unlawful for any operator of a business to knowingly permit a youth to remain, linger, stay, congregate, move about, wander or stroll upon premises of the business during youth curfew hours.

- (b) Operators are encouraged, but not required, to post in a prominent location in their business premises the following notice in no smaller than 30-point font: "PURSUANT TO TOWN CODE § 71-2, IT IS UNLAWFUL FOR ANY UNEMANCIPATED PERSON LESS THAN 18 YEARS OF AGE TO REMAIN ON THESE PREMISES DURING THE YOUTH CURFEW HOURS BEGINNING AT 11:00 P.M. AS SET FORTH IN TOWN CODE § 71-1, UNLESS SPECIFICALLY ALLOWED BY TOWN CODE § 71-5."
- (c) A business in violation of this section, after having received a prior written warning, is guilty of a civil infraction and shall pay a fine of \$50.00 for each violation. A business found in violation any time subsequent to the second violation shall pay a fine of \$100.00 per violation.
- (d) It shall constitute a defense if the operator notified a law enforcement officer that the youth was present on the premises of the business during restricted hours and the youth refused to leave the premises after being requested by the operator to leave.
- (e) It shall also constitute a defense if the operator had posted notice in the form set forth in subsection (b) above, and had also notified the youth that the youth was not permitted on the premises during the restricted hours.

Sec. 71-5. Exceptions to curfew application.

The youth curfew provided for in § 71-2 does not apply to a youth who is:

- (a) Accompanied by a parent or guardian; or
- (b) Accompanied by a supervising adult, provided that the law enforcement officer is able to verify the authorization of the supervising adult through in-person or telephonic contact with the parent or legal guardian; or
- (c) Married or had been married or emancipated in accordance with state law; or
- (d) Homeless, or uses a public place as their usual place of abode; or
- (e) Engaged in interstate travel or bona fide intrastate travel with a parent or with the consent of the youth's parent, which must be verified by the law enforcement officer in-person or telephonically; or
- (f) On an errand at the direction of and with authorization of the youth's parent or supervising adult, using a direct route without detour, provided that the law enforcement officer is able to verify the authorized errand through in-person or telephonic contact with the parent or supervising adult; or
- (g) Attending or traveling to or from, using a direct route, an activity that involves the exercise of rights protected under the First Amendment of the United States Constitution (or those

similar rights protected by Article 1, Section 3, 4, and 5 of the Florida Constitution), such as the free exercise of religion, freedom of speech, and the right of assembly; or

- (h) When the town commission presents, or authorizes a third party to present, a special event which occurs during youth curfew hours. Any such special events, if they are to occur during youth curfew hours, shall include such safety and security measures as will reasonably protection any youth participating in the event and prevent any youth present during the event from engaging in unlawful activities; or
- (i) Engaged in lawful employment or traveling to or from, by direct route, lawful employment, or who is in a public place or establishment in connection with or as required by a business, trade, profession, or occupation in which the youth is lawfully engaged, provided that the law enforcement officer may verify this employment through in person or telephonic contact with the employer, parent, or supervising adult; or
- (j) Reacting or responding to an emergency that requires a youth's immediate attention as defined in § 71-1 and, provided that the law enforcement officer may verify such necessity through in-person or telephonic contact with the parent or supervising adult, or through the officer's own observations and judgment; or
- (k) Attending or traveling to or from, by direct route, an official school, religious, or recreational activity that is supervised by adults and is sponsored by a governmental entity, civic or religious organization, or other similar entity, that accepts responsibility for the youth as an invitee, provided the law enforcement officer may verify these factors through in-person or telephonic contact with the parent, supervising adult, or representative of the entity or organization that the activity is so sponsored and the entity or organization does accept responsibility for the youth; or
- (l) On the property of, or on the swale or sidewalk abutting the place where the youth resides, or is on the abutting property of, or swale or sidewalk of the residential property of an adult next-door neighbor, provided the neighbor confirms to the law enforcement officer that she or he consents and did not complain to law enforcement or code enforcement officers about the youth's presence.

Sec. 71-6. Enforcement procedures.

- (a) A law enforcement officer is authorized to stop persons whom the officer reasonably suspects are in violation of the curfew provisions of this chapter and may detain such persons as long as it is reasonably necessary to determine whether they are in violation of this chapter.
- (b) Before taking any enforcement action under this chapter, the law enforcement officer shall ask the youth and any person(s) with the youth who claims to be a parent or supervising adult, the youth's age and reason for being in the public place. The officer shall not issue a citation or notice of violation unless the officer reasonably believes that a violation of this

chapter has occurred and that based on any response and other facts and circumstances observed by or brought to the attention of the officer, no defense is present.

(c) If a youth is in violation of § 71-2, the law enforcement officer may:

- (1) Ascertain the name and address of the youth; and
- (2) Issue a written warning to the youth that he or she is in violation of the curfew; and
- (3) Order the youth to leave the restricted area for the remainder of the restricted hours; or
- (4) Contact the youth's parent or guardian and allow the youth's parent or guardian to take physical custody of the youth.

(d) The law enforcement officer may take the youth into protective custody if:

- (1) The law enforcement officer has reasonable grounds to believe that the youth has been abandoned or neglected, or is in immediate danger from her or his surroundings and that removal is necessary for her or his own protection, or
- (2) There is no parent or supervising adult having lawful custody and control over the youth at the youth's home or usual place of abode, or
- (3) The law enforcement officer is unable to make contact with the parent or documented supervising adult of the youth within a reasonable time in order to allow the parent or documented supervising adult to pick up the youth, or
- (4) The parent or supervising adult refuses to pick up or take custody of the youth.

(e) Following three or more violations of § 71-2 by a youth, the police chief or a designated representative may contact the appropriate state or county child welfare agency and recommend an investigation of the youth's home as provided for by law.

(f) When a youth is taken into custody under subsection (d) above, and the law enforcement office is unable to contact a parent of the youth within 2 hours after the youth is taken into custody, the youth may be transported to a holding location or other facility as provided for by part IV of Florida Statutes Chapter 39, or to his or her residence.

Section 3. For purposes of codification of any existing section of the Redington Shores Code herein amended, words **underlined** represent additions to original text, words **stricken** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 4. 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 5. The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

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

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

Attest:

MaryBeth Henderson, Mayor Commissioner

Tracy Campbell, Town Clerk

**POLICY AND PROCEDURES MANUAL FOR THE
REDINGTON SHORES BOARD OF COMMISSIONERS
AND TOWN OFFICIALS**

ADOPTED BY RESOLUTION 01-23

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**PROCEDURES FOR THE REDINGTON SHORES BOARD OF
COMMISSIONERS' MEETINGS AND TOWN OPERATIONS**

PREAMBLE AND STATEMENT OF INTENT

Consistent with the requirements of Chapters 166, 163 and 286, Florida Statutes, and other applicable law, the Redington Shores Board of Commissioners has adopted these rules (hereinafter, the Commission Procedures) to govern its meetings, hearings, and workshops, and to address the workflow of Town administrative officials. As to meetings of the Board of Commissioners, while encouraging appropriate public participation and an informal and civil atmosphere, the Board of Commissioners intends to maintain the structure and decorum required for the orderly, efficient, and professional conduct of its business.

1. APPLICABILITY.

These Commission Procedures shall govern and be applicable to the meetings, hearings, and workshops of the Redington Shores Board of Commissioners, and in accordance with Town Code § 5-6(b), to any subordinate boards, commissions or advisory committees created by the Commission. If any such subordinate bodies adopt their own additional procedures, such procedures shall not be materially inconsistent with these Procedures, and shall first be reviewed by the Town Attorney to ensure legality. These Procedures shall also be applicable to the Town Administrator and the administrative functions of the Town to the extent provided for herein.

2. OFFICIAL COMMISSION ACTION.

2.1 APPLICABILITY; MATTERS FOR BOARD CONSIDERATION. Any matters that relate to the Commission's duties, authority or powers under the Town Charter, Florida Statutes Chapter 166, or other applicable law, or which relate to the Town's property, legal or financial interests, or to the public health, safety or welfare of the Town and its residents, may be brought before the Commission for appropriate consideration or action.

2.2 DELEGATION OF AUTHORITY. The Town of Redington Shores acts through its Board of Commissioners and the authorized actions of its employees, agents, and legal representatives. To the extent permitted by law, the Commission may delegate its authority to perform action on behalf of the Town. In delegating authority, the Commission shall provide sufficient guidelines and expression of its objectives to enable efficient performance of the action for which the authority has been delegated.

2.3 DESIGNEES. Wherever these Commission Procedures delegate authority or responsibility to the Town Clerk (the Clerk) or the Town Administrator, such authority or responsibility is understood to extend to his or her respective designee. However, this delegation of duties does not relieve the delegating officer for ultimate responsibility for said delegation.

3. ADMINISTRATIVE OFFICERS.

3.1 CLERK OF THE COMMISSION. Pursuant to § 11B of the Town Charter, the Town Clerk/Treasurer shall ensure meetings of the Commission are noticed as required by law, keep the official minutes of the Commission's meetings, and authenticate by his or her signature and record in full in a book kept for the purpose all ordinances and resolutions. Pursuant to § 17 of the Town Charter, the Town Clerk shall also be the Town Treasurer and, as such, shall be custodian of all moneys, including depositing funds and moneys into appropriate depositories or accounts, and shall keep the same in such manner and place as provided by the Town Commission.

3.2 ADMINISTRATOR. Pursuant to § 1-20 of the Town Code, the Town Administrator shall serve as the chief administrative officer of the town and shall be responsible for directing, coordinating and managing the administration of the town's business, as performed through the town's employees and contractors. Pursuant to § 1-20(H), the Board of Commissioners will conduct an annual review of the Administrator's performance, and may conduct such additional evaluations at any other times it determines, using such method of review as the Commission establishes.

3.3 QUORUM AND OFFICERS.

3.3.1 A quorum exists when a majority of the Commissioners are present, physically or electronically. Unless otherwise provided by law, Charter or Town Code, a majority vote, where a quorum is present, constitutes action of the Commission.

3.3.2 In the absence of the Mayor-Commissioner, the Vice Mayor-Commissioner shall have all the duties and authority of the Mayor-Commissioner until the arrival of the Mayor-Commissioner. In the absence of the Mayor-Commissioner and Vice Mayor-Commissioner at the time scheduled for the opening of a public meeting or workshop, the remaining three Commissioners shall select a Commissioner to preside over the meeting until the Mayor-Commissioner or Vice Mayor-Commissioner becomes present, physically or electronically. In the absence of a required quorum, those Commissioners assembled, including a single Commissioner, if only one is present, may take measures to obtain a quorum, fix the time to which to adjourn or take a recess, and open and continue a public hearing on any scheduled matter to a time and date certain, but shall take no testimony and conduct no other business. Nothing in this Section 3.3 shall limit any procedure, rules, statutes, or other lawful authority governing the conduct of business in the event of a disaster or emergency.

3.3.3 A Commissioner seeking to attend all or any portion of a meeting via electronic means shall inform the Clerk with as much advance notice as possible. The Clerk shall inform the other Commissioners of the

Commissioner's intent to appear electronically. The Clerk and Administrator shall ensure the chambers is appropriately equipped to permit any audio/video interaction needed. The term "appropriately equipped" shall mean that level of equipment allowing Commissioners attending electronically to hear fellow Commissioners and any person presenting at the microphone; allowing all other Commissioners and all persons attending in the Chambers to hear Commissioners attending electronically; and for matters expected to include video or graphic presentations, the ability of Commissioners attending electronically to view via a video feed the same images seen by Commissioners physically attending.

3.3.4 It is generally expected that Commissioners will attend meetings in person whenever possible, and that Commissioners should not seek to attend remotely based solely on convenience. While electronic attendance is permitted where necessary, including when a Commissioner is incapacitated due to illness or injury or hindered by logistical circumstances from physically attending, a remotely-appearing Commissioner must otherwise be able to concentrate and give his/her attention to the business of the Commission

3.3.5 Given the importance of a Commissioner's ability to assess witness credibility, and to review documents, videos, photographs, and other exhibits admitted into evidence when the Commission is sitting in a quasi-judicial setting, Commissioners should make every effort to attend in person meetings at which a quasi-judicial matter is on the agenda.

3.4 APPOINTMENT OF COMMISSION MEMBERS TO OTHER BOARDS.

The Commission may appoint individual Commissioners to serve on any county, state or federal board, commission, committee or workgroup either when a Town appointment is required by law or interlocal agreement, or where the governmental entity at issue has invited the Town to appoint a representative, unless accepting such appointment would constitute dual office holding. While individual members of the Board of Commissioners may elect privately to serve on non-governmental boards or committees (such as non-profits or homeowner association boards), such service shall be a private matter, the Commission will not make such appointments, and the serving Commissioner's actions on such private boards or committees shall not constitute Town action for any purpose.

3.5 DEPARTMENTAL OVERSIGHT.

The Town anticipates handling its various tasks by paid staff, volunteers, and outside contractors. ~~with~~ To ensure consistency and for the preservation of institutional knowledge, daily oversight of the Town's operations and supervision of Town's employees is established by a chief administrative officer. The Commission shall provide the chief administrative officer with the vision and strategic goals of the Town. As such, the chief administrative officer shall provide the Commission with periodic reports, as determined by the Commission, to ensure the Town's objectives are being met. ; ~~commissioner policy, and, assign guidance individual commissioners. the departmental oversight and guidance~~ and departmental guidance, the Commission shall, with the agreement of the

~~responsibilities from the following list:~~

COMMISSION DEPARTMENTAL RESPONSIBILITIES

Administration

~~General Administration Policies~~

~~Policy Manual~~

~~Employee Policy~~

~~Solid Waste/Recycling Contract~~

~~Other Contracts such as; Interlocal, Governmental, or Service Providers~~

~~Contract Bidding~~

~~Ordinances~~

~~Resolutions~~

~~Elections~~

~~Town Hall Security~~

~~Code Book Updates~~

~~Public Notifications~~

~~Computer Operations / Maintenance~~

~~Telephone Service~~

~~Approval of Checks~~

~~Attorney Contracts~~

~~Office Employee Training~~

~~Office Employee Compensation~~

~~Office Employee Performance~~

Maintenance

~~All repairs except sewer~~

~~Town Maintenance Equipment~~

~~Town Garage~~

~~Safety Policy~~

~~Christmas Decorations~~

~~Beach Maintenance~~

~~Road and Sign Maintenance~~

~~Building Maintenance~~

~~Plumber Contracts~~

~~Electrician Contracts~~

~~Implementation of the Stormwater Management Plan~~

~~Implementation of the Traffic Island Plan~~

~~Maintenance Employee Training~~

~~Maintenance Employee Compensation~~

~~Maintenance Employee Performance~~

Sewer

~~Sewer System Performance~~

~~Sewer Operation Manual~~

~~Sewer Maintenance and Repair~~

~~Septic Service Contracts~~

~~Cleaning Contracts~~
~~County Water Department~~
~~Sewer Employee Training~~
~~Sewer Employee Compensation~~
~~Sewer Employee Performance~~

Social

~~Town Activities~~
 ~~Picnic~~
 ~~Fireworks~~
 ~~Boat Parade~~
 ~~House Decorating~~

Stormwater / Flood

~~Stormwater Management / Maintenance Plan~~
~~Stormwater Utility Uses~~
~~Stormwater Improvements~~
~~NPDES~~

Police

~~Police Contract~~
~~Police Services~~

Emergency Management

~~Emergency Management Activities~~
~~Evacuation Plans~~
~~Flood Plain Management~~

Fire

~~Fire Protection Services~~
~~Emergency Services~~

Finance

~~Accounting System~~
~~Accounting Policy~~
~~Auditor Contracts~~
~~Annual Budget~~
~~Performance to Budget~~
Insurance
~~Rates for Services~~
 ~~Occupational Licenses~~
 ~~Sewer Services~~
 ~~Garbage Rates~~
 ~~Franchise Fees~~
~~Annual Report~~
~~Fund Transfers~~
~~Lease Contracts and Rates~~

Building
~~Building Department Policy~~
~~Building Permits~~
~~Certificate of Occupancy~~
~~Flood Insurance Supervision~~
~~Occupational Licenses~~
~~Planning and Zoning Board~~
~~Zoning Changes~~
~~Sign Regulations~~
~~Code Enforcement~~
~~Comprehensive Land Use Plan~~
~~Building Inspector Training~~
~~Building Inspector Compensation~~
~~Building Inspector Performance~~

Parks and Recreation
~~Park Acquisitions~~
~~Park Improvements~~
~~Park Equipment~~
~~Park Policy~~
~~Town Hall Community Room Policy~~
~~Youth Activities~~
~~Youth Policy~~

To represent the Town, Commissioners shall be assigned to serve on Boards and Committees, such as:

Other – To Be Assigned
Mayors' Council
Chamber of Commerce Activities
Barrier Island Governmental Council
Florida League of Cities
Suncoast League of Cities
Library Contract
PSTA
Forward Pinellas
Beaches & Shores

4. MEETINGS.

4.1 **TYPES OF PUBLIC MEETINGS.** The Commission shall have the authority to hold the types of meetings set forth below:

4.1.1 **Regular Meetings.** The Commission may establish and announce a regular meeting schedule. The schedule may include regular and special meetings, including meetings primarily focused on items considered under or specifically related to the Town's Comprehensive Plan or Land Development Code which may also be designated Land Use Meetings. All regular meetings shall ordinarily commence on the second Wednesday of

the month at 6 p.m. in the Town Hall Chambers. Any noticed regular meeting may be commenced earlier or later, postponed or canceled, or held in a different location pursuant to a motion adopted at a regular meeting, except that no quasi-judicial proceeding shall be conducted on a date or at a time different than the date and time which had been noticed for that matter to be heard.

- 4.1.2 **Special Meetings.** A special meeting of the Commission may be called by the Mayor-Commissioner, the Vice Mayor-Commissioner, or may be set by a majority of the Commissioners present at a meeting of the Commission. Whenever a special meeting is called, it shall be posted on the Town's website and notice shall be given by the Clerk to Commissioners, the Town Attorney, and any persons entitled to notice as a matter of law, stating the date, hour and place of the meeting, and the purpose(s) for which the meeting is called. At least twenty-four (24) hours must elapse between the time the meeting is noticed and the time the meeting is to be held. While the Commission's discussion of topics need not be confined to the matters noticed for a special meeting, the Commission may not take any action on a matter not included in the noticed special meeting agenda.
- 4.1.3 **Emergency Meetings.** An emergency meeting may be called by the Mayor-Commissioner or the Vice Mayor-Commissioner. An emergency meeting may be called only when the official calling the meeting believes that circumstances exist that may involve serious legal, financial or safety consequences for the Town or its residents requiring immediate consideration or action by the Commission. Whenever such emergency meeting is called, the Clerk, or if she or he is unavailable, the Town Administrator, or if he or she is unavailable the official calling the meeting, shall make a diligent and good faith attempt to telephonically or by email notify each Commissioner, the Clerk, the Town Administrator, the Town Attorney, members of the local news media, and any persons entitled to notice as a matter of law, informing them of the date, hour, and place of the meeting, the nature of the emergency, and the purpose(s) for which the meeting is being called. No other business shall be transacted at the meeting other than Commission actions required to respond to the emergency, and the minutes of each emergency meeting shall include the nature of the emergency and shall set forth the efforts made to provide notice.
- 4.1.4 **Workshops.** The Commission may hold workshops from time to time for consideration of matters that are not ready for Commission action or for mere information gathering purposes. Regular workshops normally occur on the last Wednesday of the month ~~at 2 p.m.~~. No final vote or other approval action may be taken at workshops.
- 4.1.5 **Public Notice.** The Clerk shall provide public notice of all meetings and workshops in accordance with law. The minutes of all meetings shall include the Clerk's confirmation that the meetings were noticed

as provided for by law.

4.2 CLOSED SESSIONS.

- 4.2.1 **Litigation Meetings.** The Town Attorney and other attorneys representing the Town may meet in private session with the Commission to discuss pending litigation to which the Town is a party before a court or administrative agency so long as such meetings are noticed, held and reported, and the records thereof preserved and made available to the public upon conclusion of the litigation in compliance with Florida Statutes § 286.011(8).
- 4.2.2 **Risk Management Meetings.** Portions of the Commission's meetings and proceedings that are conducted pursuant to the Town's risk management program and that relate solely to the evaluation of claims filed with the risk management program, or that relate solely to offers of compromise of such claims, may be held in private session, so long as such meetings or portions of meetings are held and a record thereof is preserved in compliance with Florida Statutes § 768.28(16). In accordance with Florida Statutes § 768.28(16)(d), the minutes of risk management meetings and other records thereof are exempt from public disclosure until termination of all litigation and settlement of all claims arising out of the same incident.
- 4.2.3 **Collective Bargaining Meetings.** As provided in Florida Statutes § 447.605, all discussions between the Commission and the Town Attorney relative to collective bargaining shall be closed and exempt from the provisions of Florida Statutes § 286.011.

4.3 PREPARATION OF AGENDA.

- 4.3.1 **Administrator and Clerk.** The Town Administrator shall confer with the Clerk prior to all scheduled Commission meetings and workshops to set an agenda. Once set, the Clerk shall prepare and publish the agenda, and assemble the accompanying agenda materials for posting on the Town website and distribution to Town officials. Commissioners must receive copies of the agenda materials (in either paper or electronic form as each Commissioner requests) by noon on the Friday before all regular Commission meetings and workshops.
- 4.3.2 **Town Attorney.** The Town Attorney will notify the Administrator if she or he requests an item be placed on the agenda, and may add supplemental items to the agenda whenever, in the discretion of the Town Attorney, such items require Commission attention at that meeting to preserve the Town's legal interests or position.

- 4.3.3 **Commissioner.** Any Commissioner may request an item be placed on the agenda of a regular meeting. Unless adding the item to the agenda would violate any applicable legal notice requirements, the Administrator shall add the item. If a Commissioner adds an agenda item, the Commissioner must submit any supporting materials to the Clerk for publication by 2 p.m. on the Thursday before the meeting.
- 4.3.4 **Items Not on Agenda.** Matters that do not require separate public or other legal notice may, with the consent of the majority of the Commissioners present, be added to the agenda of any regular (but not special or emergency) meeting, and may thereafter be considered and acted upon.
- 4.3.5 **Adoption Not Required.** The Commission is not required to adopt or approve the agenda for any meeting. The Commission reserves the right, once a meeting has been convened, to add, remove, or relocate any agenda items as it deems necessary or advisable, except that quasi-judicial matters may not be begun prior to the time set forth in the notice.

4.4 **CONTINUANCE OF MEETINGS DUE TO EMERGENCY.**

Where necessary to continue a public meeting due to an emergency and where the full Commission is not assembled, the Mayor-Commissioner, Vice Mayor-Commissioner, a Commissioner, the Clerk, the Administrator, or the Town Attorney are hereby delegated authority to continue the meeting to a date certain or indefinitely. The continuance shall be announced at the time and place where the meeting was scheduled to begin and, where possible, shall be publicly announced prior thereto to provide reasonable public notice thereof.

For purposes of this rule, an “emergency” means an emergency as defined in Florida Statutes § 252.34(3), or as declared by the Governor of Florida, the Board of County Commissioners, or the Town Commission, or a natural or manmade disaster or threat thereof that in the reasonable judgment of the Mayor-Commissioner or the Town’s chief law enforcement officer renders the meeting environment unduly dangerous to the Commission, staff or the public.

5. **CONDUCT OF MEETINGS.**

- 5.1 **GENERALLY.** On the day and at the hour set for each meeting, members of the Commission, the Clerk, the Administrator, and the Town Attorney shall be seated and the business of the Commission shall be taken up in accordance with the agenda advertised for the meeting. The Administrator, at his or her discretion and in light of the anticipated agenda items, may require that either the designated Town Planner or Town Building Official also be in attendance. The presiding officer may, with the assent of the Commission, take business out of order if she

or he determines that such a change will expedite the business of the Commission, will accommodate a large group of residents present to address a particular item, will accommodate recognition of a public official present to make a presentation, or will otherwise be in the Town's best interest.

5.2 RULES OF DEBATE.

5.2.1 Questions Under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to recess, to end debate, to 'lay on the table' (i.e., to postpone indefinitely), to continue or defer to a date uncertain (i.e., to postpone until the occurrence of an independent event which will definitely occur at an unknown time), to continue or defer to a date certain, or to amend a motion currently on the floor. These types of motions shall have precedence in the order in which they are mentioned, and motions to adjourn, recess, or to end debate shall be decided without debate. Upon the request of the Town Administrator or Town Attorney, made prior to final action on any matter, that the matter be deferred or continued to a future Commission agenda, the Commission shall vote on whether to defer or continue the matter as requested prior to continuing to consider the matter.

5.2.2 Motions/Seconds by the Mayor-Commissioner. The Mayor-Commissioner may second any motion. As the presiding officer, the Mayor-Commissioner may not make any motion unless she/he relinquishes the gavel to the Vice Mayor-Commissioner. The Mayor-Commissioner shall not recover the gavel and resume presiding over the meeting until the motion is withdrawn or acted upon.

5.2.3 Discussion. Every Commissioner desiring to speak shall notify the presiding officer and, upon being recognized, shall confine him or herself to the question under debate. At her or his discretion, the presiding officer may allow two members to dialogue with each other to obtain information or clarification on an issue under discussion. Otherwise, all comments should be directed to the presiding officer.

5.2.4 Interruption. A Commissioner, once recognized, shall not be interrupted when speaking unless it is to call that Commissioner to order or as herein otherwise provided. If a Commissioner, while speaking, is called to order (a "point of order" is used to object to point out an approved procedure is not being followed or to point out a personal affront), or if a question of personal privilege is raised (a "point of personal privilege" is an opportunity to raise issues such as disruptive noise, inadequate ventilation, or introduction of a legally confidential subject in the presence of those not entitled to knowledge thereof), the Commissioner who had the floor shall cease speaking until the question of order or privilege is addressed or ruled upon by the presiding officer. If ruled in order, the challenged Commissioner shall thereafter be permitted to proceed. A ruling of the

presiding officer on a point of order may be overturned by a majority vote of the Commission.

5.3 ADDRESSING THE COMMISSION. A member of Town staff who addresses the Commission shall be identified and shall use a microphone to allow her or his comments to be heard by those in attendance and properly recorded by the Clerk. All residents or other persons addressing the Commission shall do so from the speaker's lectern facing the Commission unless a disability requires a different location and use of a portable microphone. Time limits on members of the public addressing the Commission shall be as set forth below or as otherwise established by the Mayor-Commissioner or the Commission, and shall be monitored and enforced by the Clerk or Administrator.

5.3.1 Public Comments as to Consent Agenda Items. Subject to sections 5.4.2 and 5.4.3, before voting on the consent agenda at any regular or special meeting, the Commission shall allow individual members of the public to address the Commission as to any consent agenda items. Persons commenting on the consent agenda shall be limited to three (3) minutes for each such item, but shall be limited to a total of ten (10) minutes to address all consent agenda items she or he desires to address. Public comment prior to approval of the consent agenda items is not permitted to the extent the comment is directed at the adoption of minutes or ceremonial proclamations, or other similar ministerial acts.

5.3.2 Public Forum. Subject to § 5.4.2 and § 5.4.3, the Commission will provide on its agenda for regular (but not special or emergency) meetings, a period for public comments on matters which are *not* on the agenda, *and* which address matters which may be appropriate for the Town Commission to act on at a future meeting. This portion of the meeting will occur at the end of the meeting agenda, after the Commission has acted on all other agenda items. Each person speaking during the public forum shall be limited to three (3) minutes. At any special meeting or Commission workshop, the Commission may, in its sole discretion, permit members of the public in attendance to provide comments of no longer than three (3) minutes, but such comments must only address the subject being discussed at the meeting or workshop.

5.3.3 Speaker Cards. Persons wishing to speak on any matter on the agenda, including public forum, are required to complete the speaker information cards available from the Town Clerk before the meeting. Cards are to be returned to the Town Clerk who will organize them by agenda matter and provide them to the presiding officer so each person desiring to speak can be called when the appropriate point during the meeting occurs. The presiding officer may, with the assent of the Commission, allow persons who did not fill out speaker cards to speak on a matter, but such persons will also be required to provide their name and address for the record and complete a speaker card after the fact. Persons refusing to provide their name and address will not be permitted to provide comments.

- 5.3.4 **Matters not on the agenda.** While Florida law does not require a matter to appear on a published agenda before it is acted on, the Commission always desires to provide notice to Town residents in advance of a vote. Therefore, as to matters not on the published agenda but which are added to the agenda at the meeting, the Commission will not ordinarily take action at the same meeting wherein a matter is first raised, but may direct that the item be placed on a future agenda. However, the Commission reserves the right to vote on matters added to the agenda where the matter is either minor in nature, addresses a matter of internal Town operations or staffing, or where a deadline (such as a grant application deadline) would not provide enough time for the item to wait to the next agenda.
- 5.3.5 **Public Forum not created.** Nothing in this section 5.3 is intended to create a general public forum for discussion, debate or comment on any matter an individual desires to discuss. Town Commission meetings occur so as to conduct the pending Town business and, to that end, must proceed as efficiently as possible.
- 5.3.6 **Right to Speak.** Pursuant to Florida Statutes § 286.0114, subject to the Commission's right to maintain orderly conduct and proper decorum, members of the public shall be given a reasonable opportunity during the decision-making process to be heard on a proposition before the Commission. However, the statute also provides that an invitation for comment need not be afforded where: (a) an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, where providing for comments would cause an unreasonable delay in the ability of the Commission to act, (b) the act involves no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations, (c) the meeting is exempt from the Sunshine pursuant to law, or (d) the meeting is one in which the Commission is acting in a quasi-judicial capacity.

5.4 ORDERLY MEETINGS.

- 5.4.1 The presiding officer shall preside at the meetings, shall ensure order is maintained, that the procedural rules are followed, and shall initially rule upon all procedural questions. In making a ruling, the presiding officer may consult with the Town Attorney, as parliamentarian, as to the applicable rules of order. The ruling of the presiding officer on a procedural issue can only be overturned by a Commission majority vote.
- 5.4.2 All persons in attendance at a Commission meeting, hearing, or workshop shall conduct themselves in a civil manner and refrain from actions that disrupt the meeting or hinders the Commission in performing its duties. To these ends, such persons are prohibited from:
- committing acts of violence toward any person;

- making threats of violence or speaking "fighting words" that are likely to provoke violence;
- disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;
- interfering with the rights of others to speak, hear, see, or attend the proceedings;
- being unduly repetitious or presenting matters not relevant to the agenda item under consideration;
- speaking on a subject about which the Commission has already taken a position or about which the Commission has voted not to receive further comment;
- making ad hominem (in a way that is directed against a person rather than the position they are maintaining) attacks or insults against any person;
- continuing to speak after the allotted time has expired or after having been ruled out of order; or
- speaking on a subject that is clearly outside the purview of section 2.1

5.4.3 The presiding officer shall rule out of order any person(s) violating these provisions for orderly meetings. In appropriate situations (e.g., if such person(s) refuse to cease such violations), the presiding officer may have such person(s) removed from the meeting, hearing, or workshop by law enforcement personnel, or take such other actions as may be reasonably necessary to maintain order and enforce these requirements.

5.5 PUBLIC HEARINGS.

5.5.1 **Explanation of Terms.** For purposes of these Commission Procedures, unless the context requires otherwise, the following terms have the definitions set forth or the usages explained below:

"Public Hearing" - refers to a hearing where the public is both invited and entitled to be heard on a matter pending before the Commission, typically requiring an advertisement on the Town website or in a local newspaper of the matter to be considered. Some examples are hearings to consider adoption, repeal, or amendment of ordinances, or in some cases, resolutions.

"Quasi-Judicial Hearing" - refers to a type of public hearing in which the Commission is required to assume a more adjudicatory role, as distinguished from a legislative role. In quasi-judicial hearings, certain procedural requirements are imposed by law. The following types of public hearings shall be conducted as quasi-judicial hearings: individual parcel zoning atlas amendments; development agreements if accompanied by a quasi-judicial development application; developments of regional impacts ("DRI"); consideration of a general development plan or site plan application; an appeal to the Commission of an administrative determination if provided for by Town Code; and such other hearings as may be required by law to be treated as quasi-judicial.

"Applicant(s)" - means person(s) who has/have duly made formal application for Commission action or approval in a quasi-judicial context of an item affecting their legal or property rights.

"Proponent(s)" - in a quasi-judicial setting, means person(s) other than an applicant, who support an applicant's position; or, in other settings, means person(s) who favor adoption of an ordinance or resolution or an affirmative decision on a matter under consideration by the Commission.

"Opponent(s)" - in a quasi-judicial setting, means person(s) who oppose an applicant's position; or, in other settings means persons who oppose adoption of an ordinance or resolution or an affirmative decision on a matter under consideration by the Commission.

"Affected Persons" - means an applicant in a quasi-judicial hearing or an opponent or proponent whose interest and involvement in a public hearing matter is such that he or she would have legal standing under Florida law as a party in court or administrative litigation challenging Commission action in the matter.

5.5.2 **Conduct of Public Hearings (Non-Quasi-Judicial)**. Public hearings involving (a) non-quasi-judicial matter(s) shall ordinarily proceed in the following manner:

5.5.2.1 **Initial Presentation by Staff**. Town staff or attorney shall make the initial presentation to the Commission regarding any item under consideration.

5.5.2.2 **Public Comment**. After presentation by staff or attorney, the presiding officer shall open the public comment portion of the public hearing for the purpose of hearing persons who

want to be heard on the item under consideration.

- 5.5.2.3 Closing of Public Comment. The presiding officer shall close the public comment portion of the public hearing upon the conclusion of the comments of the last appropriate speaker or the expiration of the speaking times allowed under the procedures. Thereafter, unless time for public comment is extended or public comment is re-opened in accordance with these procedures, no additional public comments shall be allowed except in specific response to questions by staff or Commissioners.
- 5.5.2.4 Staff Response and Summary. After public comment is closed, staff shall be allowed an opportunity to respond, to summarize, or to further explain staff's position and to advise of changes in staff's position, if any.
- 5.5.2.5 Inquiry, Clarification and Comments During Presentations. It is the intent of the Commission that its public hearings be orderly and to that end interruption of presentations is ordinarily to be avoided. It is also the intent of the Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Accordingly, the presiding officer, at any time during a public hearing, may allow Commissioners to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance, or may allow staff, Town consultants, or the Town Attorney to comment or make such inquiries.

5.5.3 Conduct of Quasi-Judicial Public Hearings.

- 5.5.3.1 Oath or Affirmation. Prior to addressing the Commission at a quasi-judicial public hearing, each person who intends to provide testimony to the Commission (including citizens not affiliated with the applicant) shall declare, pursuant to oath or affirmation administered by the Clerk, or other duly authorized person, that the factual statements or representations that he or she will present shall be truthful and accurate. The form of oath or affirmation shall be substantially similar to: "Do you swear, or affirm, that the factual statements and factual representations which you are about to give or present before or to this Commission during this public hearing will be truthful and accurate?" Any person who knowingly makes a false statement or representation under oath or affirmation shall be subject to criminal and other sanctions as provided by law, in addition to any consequences provided for under the Commission Procedures or any Town

ordinance.

- 5.5.3.2 Introduction by Attorney and Staff. The Town Attorney will provide a brief overview of the steps in the hearing. The Town staff will then introduce the quasi-judicial matter to the Commission so as to provide an overview of the proposed matter, and identify issues the Commission will be considering.
- 5.5.3.3 Ex Parte Communications. Commission members may enter into the record factual matters which are not already contained in the record, when such Commission members have personal knowledge pertaining to the physical characteristics of a site, its surroundings, or other communications relevant to the matter being heard.
- 5.5.3.4 Applicant's Presentation. After staff presentation, the applicant(s) shall be allowed to make a presentation to the Commission. The applicant has the burden of proving that the proposal is consistent with the comprehensive plan and complies with the standards for approval in the Land Development Code.
- 5.5.3.5 Staffs Presentation. After the applicant's(s') presentation, staff shall present the staffs report and recommendation.
- 5.5.3.6 Public Comment. After presentation by the applicant(s) and staff, the presiding officer shall open the public comment portion of the quasi-judicial hearing for the purpose of hearing persons who want to be heard on the item under consideration.

- 5.5.3.7 Closing of Public Comment. The presiding officer shall close the public comment portion of the public hearing upon the conclusion of the comments of the last appropriate speaker or the expiration of the speaking times allowed under these procedures. Thereafter, unless time for public comment is extended or public comment is re-opened in accordance with these procedures, no additional public comments shall be allowed except in specific response to questions by staff or Commissioners.
- 5.5.3.8 Staff Response and Summary. After public comment is closed, staff shall be allowed an opportunity to respond, to summarize, or further explain staff's position and to advise of changes in staff's position, if any.
- 5.5.3.9 Applicant's(s') Rebuttal Presentation. After staff response, Applicant's(s') rebuttal shall be allowed in quasi-judicial matters. Rebuttal shall only address comments made in the previous presentations.
- 5.5.3.10 Factual Errors. Any person(s) who believe that the rebuttal presentation includes an error of fact may be allowed an opportunity to point out such error of fact. This relates to a demonstrable falsehood or misstatement of objective fact. It is not an opportunity to argue the merits of a proposal.
- 5.5.3.11 Commission and Staff Inquiry. After staff and applicant(s) have made presentations as outlined above and the public comments portion of the hearing is closed, the Commission shall have a final opportunity to comment or ask questions of any applicant(s), staff member or other persons who provided testimony. The presiding officer may allow staff to respond to comments of an applicant(s) or Citizen at this time.
- 5.5.3.12 Inquiry, Clarification and Comments During the Quasi-Judicial Presentations. It is the intent of the Commission that its quasi-judicial public hearings be orderly and to that end interruption of presentations is ordinarily to be avoided. It is also the intent of the Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Accordingly, the presiding officer, at any time during a public hearing, may allow Commissioners to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance or may allow Town staff or the Town Attorney to comment or make such inquiries. In quasi-judicial hearings, affected parties may ask questions, through the

presiding officer, of the person(s) who make a presentation to the Commission. The presiding officer may allow the affected parties' question(s) to be posed during the presentation or may require the question(s) to await the conclusion of the presentation, in accordance with the above stated intent of the Commission.

5.5.4 Time Periods for Public Hearing Matters. The following time limits shall apply to presentations in public hearings:

- 5.5.4.1 an applicant in a quasi-judicial matter shall be entitled to a total of fifteen (15) minutes without interruption;
- 5.5.4.2 persons who have been authorized to represent an organization with five (5) or more members or a group of five (5) or more persons shall be entitled to speak ten (10) minutes without interruption;
- 5.5.4.3 all other persons shall be entitled to speak three (3) minutes each without interruption;
- 5.5.4.4 an applicant's rebuttal shall be limited to five (5) minutes, unless otherwise set by the presiding officer; and
- 5.5.4.5 pointing out factual errors shall be limited to one (1) minute, unless otherwise set by the presiding officer.

5.5.5 Other Procedural Guidelines.

- 5.5.5.1 Registration of Speakers. Persons who desire to make presentations at a public hearing shall, prior to the time at which the item is to be heard, register with the designated staff on the forms provided, and shall provide such information as required to organize the agenda and order of presentation. Five (5) or more persons associated together as Proponents or opponents of an item may be required to select a spokesperson.
- 5.5.5.2 Limit on Presentations. No person who has made a presentation for or against an item at a given meeting shall be allowed to make additional comments as of right except where due process requires it.
- 5.5.5.3 Authorization of Group Representatives. Before a person representing an organization or group speaks, that person shall state whom he or she represents and establish how he or she received authorization to speak on behalf of such organization or group of persons, which must include submission of a written authorization. In quasi-judicial hearing matters, anyone representing an organization

must present written evidence of their authority to speak on behalf of the organization in regard to the matter under consideration, unless the presiding officer waives this requirement. The Commission may make further inquiry into the representative authority of such person. Only one ten-minute time allotment per hearing is allowed for each organization or group of persons represented at the hearing.

5.5.5.4 Interruption of Presentations. Notwithstanding any provisions herein, the presiding officer, a Commissioner, the Town Planner as to Land Use items, or the Town Attorney may interrupt and request termination or other appropriate limitation of any presentation or discussion of matters that should not appropriately or legally be considered by the Commission under applicable Florida Statutes, decisions of Florida or federal courts, or Town code provisions in deciding the item then under consideration.

5.5.5.5 Experts. In quasi-judicial proceedings, persons purporting to offer expert testimony shall identify any educational, occupational, and other expertise that they possess that is relevant to their qualifications to speak regarding the matter under consideration. Persons purporting to offer expert testimony in other contexts, such as legislative proceedings, may likewise be required to identify their expertise. Any Commissioner, the Town Planner, or the Town Attorney may inquire further as to such expertise.

5.5.5.6 Additional Time for Presentations. The presiding officer or Commission may allow more than the allotted time for presentations by an Applicant, Proponent, or an Opponent, or other speaker regarding an item, if the additional time is requested. To conserve time and facilitate an orderly meeting, preference shall be given to such requests when they are made in advance of the meeting to the Town Clerk, or in the case of land use items, to the Town Planner. If more than a total of one-half ($\frac{1}{2}$) hour is requested by an applicant, proponent, or opponent, the request must be submitted in writing not later than the day before the meeting at which the item is to be heard; provided, however, that even in the absence of a timely request for additional time to make a presentation, the presiding officer, without objection, or the Commission may grant such extension where, in its discretion, it determines it is necessary to do so because of the considerations of law, equity, or fairness.

5.5.5.7 Continued Public Hearings.

5.5.5.7.1 **GENERALLY.** In any matter where it is known that a scheduled public hearing will be continued to a future date certain, the staff report may be postponed or abbreviated and public comment may be limited to those persons who state that they believe they cannot

be available to speak on the date to which the public hearing is being continued. Such persons shall be allowed to make their comments at the then current meeting if there is a quorum; provided, however, that upon making their comments, such persons shall waive the right to repeat or make substantially the same presentation at any subsequent meeting on the same subject. This waiver shall not preclude such persons from making different presentations based on new information or from offering response to other persons' presentations, if otherwise allowable, at any subsequent meeting.

5.5.5.7.2 **REQUEST FOR A FULL COMMISSION.** Not more than one continuance of a public hearing shall be granted on the grounds of a desire to obtain attendance by the entire membership of the Commission. Once a request to continue has been granted on those grounds, further continuances may be granted only for other grounds and where good cause is shown.

5.5.5.8 **Termination of Presentations.** At any Commission proceeding, the presiding officer, unless overruled by a majority of the Commissioners present, may restrict or terminate presentations which in the presiding officer's judgment are irrelevant, frivolous, unduly repetitive, out of order, or in violation of these Commission Procedures.

5.5.5.9 **Written Comments.** Applicant(s) Proponent(s), and Opponent(s) of any matter under consideration by the Commission shall be entitled to submit timely written comments for consideration by the Commission. Relevant and admissible written comments submitted shall be considered and entered into the record of the meeting as provided elsewhere in the Commission Procedures. Written comments received by Commissioners regarding a matter that is the subject of a quasi-judicial public hearing shall be distributed to all Commissioners, the Town Planner and the Town Attorney and shall be made available for review by the applicant and the public in a project reading file maintained by the Town Planner (land use matters) and by the Town Clerk (for all other matters).

5.5.5.10 **Officials and Dignitaries.** Notwithstanding other provisions hereof, the presiding officer may allow any elected or appointed public official, or representative thereof, or other dignitary to appear and make presentations at any time with regard to matters under consideration.

5.5.6 Voting, Motions, and Reconsideration.

- 5.5.6.1 **Voting.** Unless otherwise provided by law, when the Commission has finished discussion and is ready to vote on a question, the presiding officer shall call for the vote. Upon request, the Clerk shall read back or restate a motion before a vote is taken. Each Commissioner shall vote “yes” or “no” or abstain from voting (but only when legally required by Florida Statutes § 112.3143 or § 286.012). Immediately prior to, or after the vote, the presiding officer may allow any Commissioner to give a brief statement to explain his or her vote, which shall not be used to further argue in favor of or against the motion. A Commissioner shall have the privilege of filing with the Clerk a written explanation of his or her vote which shall become part of the record of the proceeding, but this privilege shall not be available in quasi-judicial matters. The vote upon any question shall be by voice vote unless any Commissioner requests that a roll call vote or show of hands be taken. However, when necessary for the purpose of accurately ascertaining the outcome of a vote or for compliance with legal requirements, the Clerk may require a roll call vote, paper vote, or show of hands.
- 5.5.6.2 **Form of Motions.** A motion may be made to either “approve” a question, proposition, or application, or to “deny” a question, proposition, or application.
- 5.5.6.3 **Preparation or Modification of Motions.** Prior to a vote on any matter, a Commissioner may request that staff prepare or modify the motion during a recess called for that purpose. Alternatively, if advisable in the Commission’s discretion, staff may be instructed to prepare wording to be brought back to the Commission later for motion and vote at that meeting or a subsequent meeting of the Commission. The Town Attorney, the Town Administrator, or Town Planner may request that a motion and vote be delayed to allow preparation or revision of a motion, as provided hereunder.
- 5.5.6.4 **Tie Votes.** When the vote of the Commission is equally divided, the status quo ante shall be maintained. In such an event, a person who sought a change in status quo shall be considered to have had the request denied and shall have available the same remedies or rights of review that one would have had if the request had been denied by a majority vote of the Commission, unless, at the same meeting, the Commission votes to approve it with conditions or stipulations attached, or to table, defer, or continue the matter in an attempt to obtain action by a majority vote.

- 5.5.6.5 Routine Reconsideration. When a question has been decided by the Commission, a Commissioner voting on the prevailing side may move for reconsideration of the question at the same meeting or the next regular meeting of the Commission. If the question was decided by a tie vote, any Commissioner may move for reconsideration of the question at the same meeting or at the next regular meeting of the Commission or at the next meeting of the Commission where a full Commission is present. In no event shall the motion to reconsider be made later than (30) days after a vote on a quasi-judicial matter.
- 5.5.6.6 Reconsideration Due to Vote Based on Mistake. Upon a finding by a majority of the Commission at any time that there is reason to believe that a vote of the Commission within the previous one year was based upon material mistake of fact or erroneous information, the matter may be brought up for reconsideration. Upon a finding by a majority of the Commission at any time that the material mistake of fact or erroneous information was intentionally caused or allowed by the person or entity in whose favor the previous vote was cast, the vote may be rescinded and all rights, duties, or liabilities thereunder modified or rendered null and void ab initio. Prior to rescinding such a vote, the Commission shall, where necessary to insure due process of law, grant notice and opportunity to be heard to all persons who would be affected by such action.
- 5.5.6.7 Corrections of Clerical Errors. Any Commissioner may move at any time for correction of clerical or typographical errors inadvertently included in any matter previously passed by the Commission.
- 5.5.6.8 Effect of Approvals and Denials of Motions. When a matter is brought forward to a vote based on a motion to approve it or approve it with modifications, and such motion fails, the status quo ante shall be maintained and the matter shall be considered to have been denied. A denial shall not preclude a subsequent motion to approve with different modifications at the same meeting. When a matter is brought to a vote based upon a motion to deny it, and said motion fails, the matter shall not be considered granted and shall be treated as if no action has been taken on the matter. Such a vote shall not preclude a subsequent motion at the same meeting to approve or approve with modifications.
- 5.5.6.9 Reconsideration of Item(s) on Consent Agenda. Where the Commission votes to reconsider one or more items that were previously approved on the consent agenda, the Commission may specify which item(s) shall be reconsidered and reconsider

same without affecting the previous approval of the remaining items on the consent agenda or presentations upon request agenda.

5.5.6.10 Reconsideration to Resolve a Legal Dispute. The Commission may reconsider a prior decision, regardless of the time elapsed, when advised to do so by the Town Attorney for the purpose of resolving a legal dispute arising from the decision.

5.6 **ADJOURNMENT.** At the conclusion of business, the presiding officer shall call for a motion to adjourn the meeting. Alternatively, the presiding officer may inquire whether there is any further business to come before the Commission and if no one speaks, may adjourn the meeting without motion or vote.

6. CERTAIN FUNCTION OF TOWN OFFICIALS

Generally. The Commission shall have oversight of the work of the Town Administrator and Town Attorney. The Town Administrator shall have oversight of the work of Town employees.

Town Planner. Those persons assigned by contract to provide the Town with professional planning services shall have primary responsibility for assisting the Town in the development, updating, and administration of the Town's comprehensive plan, planning code, zoning code, concurrency management code, and floodplain management code.

If the Town Planner determines, in her or his professional judgment, that developments in the law or in planning and zoning best practices, requires the creation or amendment of the Town's comprehensive plan or Town Code, the Town Planner shall first advise the Commission in writing of the matter and obtain authorization to proceed before beginning work on any such project.

Unless otherwise authorized by the Administrator, the Town Planner shall have no involvement in the administration of the Town's building code, including review of construction permits.

Town Attorney. The Town Attorney will undertake any work assignment directed by the Administrator or the Commission consistent with applicable law, Town Code, and the contract between the Town and the law firm. No attorney in the Town Attorney's office will be required to render legal services where to do so would violate applicable ethical standards or create a conflict of interest.

The role of the Town Attorney includes routine handling of legal issues that are the subject of requests for legal services from the Commission or Town Administrator pertaining to Town business. Where requests for legal services come from someone other than the Administrator or a majority of the Commission (e.g., an individual Commissioner, the Town Clerk, the Town Planner, the Building Official, or the Code Enforcement Deputy), the Town Attorney will use the following guidelines in responding:

A. Town Commissioners are charter officers and are entitled to legal advice regarding issues related to the performance of their duties as Commissioners. Therefore, unless precluded by other considerations, a Town Commissioner is entitled to a complete response

to a request for legal services regarding such issues without further Commission action.

B. The Town Attorney will follow normal legal/ethical principles in determining the priority to be given to work assignments, such as the approach of deadlines, the significance of the matter at issue, the consequences of delay in responding, etc. Other things being equal, requests from the Commission, Administrator, or Town Clerk acting at the behest or direction of the Commission or Administrator, shall have priority over other requests.

C. The Town Attorney's office will not undertake legal work on a project that entails an inordinate commitment of time or other resources in the absence of direction from the Commission or Administrator.

D. The Town Attorney's office will not undertake to draft an ordinance, resolution, or other formal expression of Town policy if, based on prior Commission discussion of the same or similar issues, there is reason to believe Commission majority does not support it. In such cases, the individual Commissioner seeking the drafting assistance may ask her or his Commission colleagues to approve of the drafting work which, if approved, will then be performed by the Town Attorney.

E. The Town Attorney does not review the propriety or legality of proposed future actions or inactions of a Commissioner in the absence of a request to do so from the involved Commissioner. Such review would only be confined to the Commissioner's actions as a Commissioner (for instance, taking a vote on an ordinance).

F. When legal service has been undertaken on a matter, whether or not pursuant to Commission request, and it appears that completion of the service may demand considerably more resources than anticipated at the outset of service, the Town Attorney shall request Commission direction on whether to continue the service.

G. The Town Attorney's office will not review past decisions of prior iterations of the Commission for legality in the absence of a request from a majority of the current Commission, unless there is reason to believe that the past decision could result in serious future loss or damage to the Commission or the Town, and that legal review could lead to corrective action that would prevent or mitigate the loss or damage.

H. The Town Attorney ordinarily will not undertake legal service regarding matters outside the scope of the Commission's powers and duties, (e.g., review of actions of federal, state, county or constitutional officers), unless said action appears to pose a serious impact or concern affecting the Town's interests, or unless directed to do so by a majority of the Commission and the work can be done within the Rules Regulating The Florida Bar.

I. The Town Attorney does not represent and does not furnish legal advice to Commissioners or other Town employees or contractors regarding their personal business or legal problems encountered outside the scope of their duties as Town officials or employees. Thus, the Town Attorney will not, absent contrary direction of the Commission, represent an individual Commissioner before the Florida Commission on Ethics. The Town Attorney may, however, defend the Town and individual Town officials or employees against public records or Sunshine Law claims where the Town Attorney and Town Commission believe the

relevant Town officials acted lawfully. In the event the Town Attorney is unable to represent an individual Town official or employee due to a disunity of interest between the Town and such official or employee, the Town Attorney shall inform the Commission that the official or employee will require separate representation. These decisions will be guided by the provisions of Florida Statutes § 111.07 and § 111.071, and the Rules Regulating The Florida Bar.

J. Matters that ordinarily would not be addressed may be reviewed if it appears that failure to undertake such review and advise the Commission could adversely affect the interests of the Commission or the Town, or that the review deals with issues which the Commission will likely be required to consider in the future.

Town Building Official. The Town's Building Official is primarily responsible for the administration of the Town's Building Code and all applicable state laws and administrative regulations associated with construction occurring in the Town. To the extent that any given construction permit application requires a zoning site plan review in addition to plans review, the Building Official shall coordinate with the Town Planner to obtain that review. The Building Official is the Town's sole legal authority regarding the application of the Town's Building Codes, and is the Town's sole flood plane manager. No Town official is authorized to provide any order or instruction to the Building Official as to how she or he interprets or administers the Building Code, including the permitting and inspection functions provided for therein.

Coordination Among Professionals. The Board of Commissioners expects and requires its contracted and employed professional staff to work together professionally and efficiently to ensure the best interests of the Town and its citizens and businesses are addressed. To that end, such professionals shall consult with each other at any time when the work of one has an impact on the work of another. By example, if the Town Attorney is working on the Town Code's chapter on building codes, he or she shall consult with the Building Official to ensure her or his views and input are obtained and incorporated.

Ordinances and Resolutions. The Commission wishes to obtain consistency in quality and format of the ordinances and resolutions it considers. Therefore, the substantive business or policy content of any ordinance or resolution shall be provided to the Town Attorney, who will develop a draft resolution or ordinance for placement on the Commission's workshop or meeting agenda.

Code Enforcement. The Town's Code Enforcement Deputies, who are contracted through the Pinellas County Sheriff's Office, are not under the supervisory control of the Town or its officials. Rather, the Town Clerk, assisted as needed by the Town Attorney, will ensure that the appropriate officials with the PCSO have access to the Town Code, including all new ordinances not yet codified online with MuniCode. Code Enforcement Deputies have the authorization to receive complaints of alleged code violations, to investigate alleged or suspected code violations, and to take all such enforcement actions as are provided for in Town Code and Florida law. No Town official, including elected officials, are authorized to order or direct a Code Enforcement Deputy to take, or not take, any particular action. Complaints of alleged violations received by Town officials, including potential violations observed by such officials themselves, shall be directed to the Town's Code Enforcement Deputies. While the Town Attorney is authorized to interface with the Sheriff's General Counsel as to how a given provision of Town Code is interpreted, and will work with the Code Enforcement Deputies in the development of individual case files in advance of Magistrate hearings, the Town

Attorney does not provide legal advice to the Town's Code Enforcement Deputies.

Record Requests of Contracted Service Providers. From time to time, those companies or entities the Town contracts with to provide Town Planner services or Town Building Official services may directly receive public records requests or subpoenas for records of Town business. In such cases, the Town Planner or Building Official shall immediately provide a copy of such requests to the Town Clerk who, assisted as needed by the Town Attorney, will facilitate the response to the request to ensure all requirements of the Public Records Act are being followed.

7. CONFLICTS; USE OF OTHER RULES.

7.1 CONFLICT WITH LAWS. In any instance where a procedure established by this procedures manual violates or is in conflict with federal or state law, Town Code, or a final order of a court or administrative agency binding on the Town, the procedures established hereunder shall be inoperative to the extent of such conflict. If any portion of this procedures manual is finally held by a court of competent jurisdiction to be invalid, such portion shall be deemed severable from the remainder and, to the extent possible, the remainder shall be operative without the invalid portion.

7.2 ROBERT'S RULES OF ORDER. In all cases not covered by these Commission Procedures, the most current edition of Robert's Rules of Order shall be used as a general guide and may be followed by the presiding officer, unless the Commission overrules the presiding officer.

8. PUBLICATION.

Upon adoption of these Commission Procedures and any amendments to same, the Town Clerk shall cause same to be published on the Commission page of the Town's website, shall note on all future agendas that these Procedures may be reviewed on the Town website, and that persons attending Commission meetings will be expected to conduct themselves in accordance with the Procedures. Copies shall be provided by the Town Clerk via email as a PDF to all persons who request them. A copy shall be available for review by the public in Town Hall and at all meetings of the Commission.

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 140-2 AND ARTICLES III, IV AND V OF CHAPTER 140 (VEHICLES AND TRAFFIC) OF THE TOWN CODE TO REVISE TOWN PARKING REGULATIONS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 140 of the Redington Shores Town Code addresses the subject of Vehicles and Traffic; and

WHEREAS, aside from regulations on Town resident parking permits, the Town's regulations regarding parking have not been updated in more than a decade or longer; and

WHEREAS, in conjunction with resumption of active enforcement of Town parking regulations, the Town Attorney has recommended various revisions to Chapter 140 which reflect both current laws and the Commission's policy directives provided at a workshop on the matter; and

WHEREAS, it is in the best interest of the Town, its residents, and property owners, to approve the provisions 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. § 140-2 and Articles III, IV and V of Chapter 140 of the Redington Shores Town Code are hereby amended as follows:

Chapter 140 – VEHICLES AND TRAFFIC

Sec. 140-2. – Definitions ~~Jurisdiction~~.

Commercial motor vehicle means any self-propelled or towed vehicle used on the public roads and highways in commerce to transport passengers or cargo, if such vehicle:

- (1) Has a gross vehicle weight rating of 10,000 pounds or more;
- (2) Is designed to transport more than 15 passengers, including the driver; or
- (3) Is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).

The term includes buses, covered farm vehicles, farm labor vehicles, farm tractors, house trailers, maxi-cube vehicles, pole trailers, road tractor, sanitation vehicle, semitrailers, special mobile equipment, tandem trailer trucks, and truck tractors, as those terms are defined in Florida Statutes

§ 316.003, as well as dump trucks, tow trucks, wreckers, cranes, draglines, earth movers, bulldozers, backhoes, trenchers, and any vehicle serving as a platform for a derrick, hoist, crane, compressor or tank, or to which one or more racks are attached designed to carry pipes, ladders or other construction equipment.

Double park means to park a motor vehicle beside a row of vehicles already parked parallel to the curb, or to park a motor vehicle over the lines separating two designated parking spaces in a parking lot.

Motor vehicle means a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped, as those devices are defined in Florida Statutes § 316.003.

Park or parking means the standing of a motor vehicle, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by this chapter or state law.

Recreational vehicles and equipment means all portable structures built or designed to be carried on a chassis and operated or transported, whether or not self-propelled, including but not limited to motor homes, campers, travel trailers, recreational vehicles, tent-trailers, pop-up campers, pickup campers, step vans, houseboats, utility trailers and other types of trailers. This definition does not include trucks up to three-quarter-ton-rated capacity which do not exceed 20 feet in length or nine feet in height, and the same or smaller sized automobiles, pickup trucks, station wagons, mini-buses or vans which are used only as private passenger vehicles. These types of vehicles shall be considered passenger vehicles and not as recreational vehicles or equipment even if they have been adapted to facilitate a recreational purpose such as sleeping or cooking.

Stand means the halting of a motor vehicle, whether occupied or not occupied, otherwise than temporarily, for the purpose of, and while actually engaged in, receiving or discharging passengers, as may be permitted by this chapter or state law.

Stop, when related to a prohibited act, means any halting, even momentarily, of a vehicle, whether occupied or not occupied, except when necessary to avoid conflict with other traffic or to comply with the directions of a law enforcement officer or traffic control sign or signal.

SUV means any "sport utility vehicle" as generally used in the English language.

Swale means a low-lying grassed area with gradual slopes which transports stormwater, either on-site or off-site. It is immediately adjacent to the paved road surface extending to the right-of-way line and is intended for the conveyance and percolation of stormwater through the natural soil.

~~—The Town, through its duly authorized officers, shall have jurisdiction over the enforcement of violations of or noncompliance with this chapter when the same occurs within the town.~~

ARTICLE III. STOPPING, STANDING AND PARKING

Sec. 140-6. Restrictions in designated areas.

- A. Parking is prohibited on any portion of the traffic lanes on all streets west of Gulf Boulevard ~~within the Town of Redington Shores.~~
- B. Parking is prohibited on any portion of the traffic lanes on all streets east of Gulf Boulevard within the ~~Town of Redington Shores.~~
- C. ~~The town commission does hereby designate~~ Parking along 176th Terrace Drive and 176th Avenue East at Thelma Spitzer Park shall be for park use only and parking is prohibited from sundown till sunrise, as a no overnight parking zone and parking for park use only.
- D. Except by special permit, parking of motor vehicles, recreational vehicles and equipment~~motorcycles~~, boats and trailers and house trailers and other similar items shall be prohibited on the town property known as ~~the~~ "Constitution Park," legally described as Lots 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Block 2, Surfside No. 2, according to the plat thereof recorded in Plat Book 23, Page 16, public records of Pinellas County.
- ~~E. No commercial motor vehicle, as defined in this subsection, shall be parked on Gulf Boulevard for a period in excess of two hours. For the purpose of this subsection, a commercial vehicle shall mean any vehicle including, but not limited to, automobiles, station wagons, sport utility vehicles, vans, trucks, trailers, semi-trailers, tractors and motor homes utilized in connection with the operation of a commerce, trade or business, and which display any signage, markings, wrappings, logos or other such advertising for any business.~~
- E.
- F. No commercial motor vehicle ~~over 6,000 pounds or 30 feet in length,~~ shall be permitted to travel or park on any streets east or west of Gulf Boulevard, unless such vehicle is being used to makeing a delivery to or pickup from a residence or commercial establishment along those streets, in such area east or west of Gulf Boulevard or is being used to provideing a service at any residence or commercial establishment along those streetsin such area east or west of Gulf Boulevard within the Town of Redington Shores.
- ~~G. No motor vehicle and/or trailer combination over 6,000 pounds or 30 feet in length shall be permitted to park on any streets east or west of Gulf Boulevard, within the Town of Redington Shores.~~
- H.G. The parking of any trailer, licensed or unlicensed, and with or without the prime moving vehicle, is prohibited on any portion of the traffic lanes on all streets and town property ~~within the Town of Redington Shores.~~
- H.H. No recreational vehicles and equipment ~~motor homes or trailers~~ of any type, attached or unattached from a ~~the~~ prime moving vehicle, shall be parked on Gulf Boulevard at any time between the hours of 10:00 p.m. and 6:00 a.m.

~~J.I.~~ No motor vehicle lawfully parked shall remain continuously parked for more than two hours at the same place on the east side of Gulf Boulevard from 17721 to 17815, inclusive, from 9:00 a.m. to 6:00 p.m., Monday to Saturday, inclusive.

~~K.~~ Additional areas of no parking shall be as are from time to time established by resolution of the town commission, and it shall be illegal to park in any such areas which have been established as no parking areas by resolution of the town commission, and which in addition to having been established by resolution, are designated by "no parking" signage.

Sec. 140-7. Compliance with posted signs required.

No person shall stop or stand, park or caused to be stopped or stood or parked any motor vehicle on any street or avenue or alley or elsewhere in the Town where the same is prohibited or limited by posted signs prohibiregulating the same.

Sec. 140-8. Parking upon sidewalks prohibited.

The parking of motor vehicles, recreational vehicles and equipment~~motoreyeles~~, boats, ~~and boat trailers or~~, house trailers ~~and other similar items is shall be~~ prohibited upon any paved and curbed sidewalk within the Town of Redington Shores, Florida.

~~Sec. 140-9. Specific parking methods required on certain streets.~~

~~A. Gulf Boulevard. Any vehicle parked on Gulf Boulevard within the Town of Redington Shores shall park on the right hand side of the road facing the direction of travel of the vehicle, i.e., vehicles facing northbound shall park to the right hand side of the northbound lanes, and vehicles facing southbound shall park to the right hand side of the southbound lanes.~~

Sec. 140-~~9~~10. Overnight parking limitations; parking methodsof oversized vehicles on street right-of-way.

A. The ~~overnight~~ parking of any commercial motor vehicles or recreational vehicles and equipment between sunset and sunrise licensed trailers, motor homes, buses or large commercial type vehicles is prohibited on any street or street right-of-way in the Town of Redington Shores with the exception of Gulf Boulevard. For the purpose of this chapter, "street right-of-way" shall be defined as the area between the boundaries of the paved or normally traveled upon portion of the street and the adjacent property owner's property line.

B. Motor vehicles ~~parked within the Town of Redington Shores~~ shall be parked so as not to obstruct any traffic upon the paved or normally traveled upon portion of any roadway, and all motor vehicles shall be parked on the right-hand side of any such roadway and parked in such a direction as to be facing in the same direction as the flow of traffic on the right-hand side of such roadway.

- C. Any violation of this section shall be punishable by a fine of up to \$150 per day, and each day shall constitute a separate violation.

Sec. 140-101. Residential zone restrictions.

~~Overnight parking of commercial motor vehicles on private property or in the public right-of-way for vehicles in excess of 6,000 pounds or in excess of 30 feet in length between sundown and sunrise is not permitted. Trailers Vehicles designed to be towed shall not be parked overnight in the public right-of-way between sundown and sunrise. No motorized recreational vehicles and equipment in excess of 20 feet may be parked overnight in a public right-of-way between sundown and sunrise. No commercial automotive repair work may be done in a residential district.~~

Sec. 140-11.1. Parking restrictions; specific fines.

- A. The following parking practices in the town are declared to be illegal, and any violation of such parking restrictions shall subject the violator to ~~the specific fines provided for in this section:~~

- ~~(1) Overtime parking (parking in any parking space (including spaces in town-owned lots) which exceeds the designated time limit on a physical or app-based meter or posted sign).~~
- ~~(2) Parking in spaces designated for people who have disabilities.~~
- ~~(3) Parking in a no-parking zone or space.~~
- ~~(4) Double-parking (failing to park wholly within a single striped parking space.~~
- ~~(5) Use or display of a parking permit issued by the town other than as provided for in this chapter.~~
- ~~(6) Parking in a town-owned lot which is designated as closed or which is not designated for parking on the day and time the violation is observed.~~
- ~~(7) Leaving a visible key or fob in a parked motor vehicle.~~
- ~~(8) Leaving a parked motor vehicle unattended with the motor running.~~

Violation	Fine
Overtime parking	\$50.00
Overtime parking in town parking lots, to include the county park and all metered parking	\$50.00
Boat trailers only	\$50.00

Improper parking	\$50.00
No parking zone	\$50.00
Fire lane/zone	\$50.00
Permit/Decal only	\$50.00
Lot closed	\$50.00
Handicap parking violation	\$250.00
Backed into space	\$50.00
Left wheels to curb	\$50.00
Keys in ignition	\$50.00
Other:	
— Double parking	\$50.00
— Loading zone	\$50.00
— No trailers	\$50.00
Motor running, no attendant	\$50.00

B. Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a law enforcement officer or official traffic control sign or signal, no person shall. A penalty of \$50.00 shall be assessed for any parking fine not paid within 15 days, and the fine shall thereafter be \$100.00.

(1) Stop, stand or park a motor vehicle:

- a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- b. On a sidewalk.
- c. Within an intersection.
- d. On a crosswalk.
- e. Between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the town indicates a different length by signs or markings.
- f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- g. Upon any bridge or other elevated structure upon a highway, road or street.
- h. At any place where official signs prohibit stopping or parking.
- i. In any area containing a raised or painted traffic separator or median.
- j. On or across any grass portion of any swale or swale area on town right-of-way.

- (2) Stand or park a motor vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
- a. In front of a public or private driveway.
 - b. Within 15 feet of a fire hydrant.
 - c. Within 20 feet of a crosswalk at an intersection.
 - d. Within 30 feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway.
 - e. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance, when properly signposted.
 - f. At any place where official signs prohibit parking or standing.
- (3) Park a motor vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, at any place where official signs prohibit parking.
- (4) On all roads that have swales, parking shall be allowed only on the driveway apron, on the roadway or on private property.

Sec. 140-12. Fines; metered spaces~~Penalties for offenses; violation of parking ordinances.~~

- A. Unless a different fine is provided, violation of any provision of this chapter shall result in a fine of \$50 for a first offense and a fine of \$100 for a second or subsequent offense within twelve months.
- B. Failure to pay a fine for a violation of this chapter within fifteen days of the date the parking ticket is issued shall result in the fine for a first offense increasing to \$100 and the fine for a second or subsequent offense increasing to \$150.
- C. Notwithstanding the foregoing, the fine for parking in spaces designated for people who have disabilities in violation of Florida Statutes § 316.1955 shall be \$250.
- D. The commission may, by resolution, designate certain parking spaces within the town as metered parking (whether or not a limit on consecutive hours parked is provided for). In the event the commission designates a parking space as metered, the operator of a motor vehicle parking in the metered space must pay the required amount prior to leaving the parked vehicle.

E. When metering a parking space, the town may use a physical meter which is capable of accepting payment by cash or credit/debit card or, alternatively, the town may make use of an app-based parking management system.

~~Any violation of any of the parking ordinances of the Town of Redington Shores, Florida, other than as indicated in section 140-11.1 above, shall be punished by a fine in the amount of \$15.00.~~

Sec. 140-12.1. Exceptions to parking restrictions.

A. When all parking on the subject property is utilized, the following exceptions apply:

- (1) An exception shall be automatically granted for emergency vehicles, breakdown of vehicles, vehicles owned by utilities which service the town, and county and state vehicles on official business.
- (2) An exception shall be automatically granted to vehicles involved within the immediate area where construction or commercial work or service is in progress, but only during the hours of actual construction or work in progress. Such vehicles must be clearly marked with business name and license number for exception to apply.
- (3) An exception shall be granted for social gatherings at a town resident's house, provided the resident informs the town clerk or his/her designee by no later than noon at least one business day in advance of such gathering. Upon such notification, the town clerk shall immediately inform the police department providing law enforcement services for the town.
- (4) An exception shall be granted to vehicles which carry "DV," "HP" or wheelchair symbol licenses.
- (5) Nothing contained in this section or article shall be construed to allow any parking on any of the streets or rights-of-way in the Town of Redington Shores that is done in such a manner as to block access or passageway for any emergency vehicles. Any such parking that does block access or passageway for emergency vehicles is prohibited.

B. In addition to the foregoing exceptions, the town's chief of police or his or her designee is authorized to order temporary exceptions to town parking restrictions in response to any emergency event or occurrence.

ARTICLE IV. RESTRICTED ACCESS PARKING

Sec. 140-13. Parking areas established.

There are hereby established certain municipally owned off-road parking areas to be municipally owned and maintained for the purpose of providing park and recreational facility access for the citizens of ~~the town Redington Shores~~. These areas are:

- A. West of Gulf Boulevard, near 180th Avenue West, in two parcels, being earlier Lots 16 and 17 of Surfside Subdivision and subject to the ten-parking-space agreement with the Lighthouse Point Condominium development. All parking at this location shall be restricted to those residents of the Town of Redington Shores to whom a valid parking permit has been issued and is visually displayed.
- B. West of Gulf Boulevard, between 182nd Avenue and 183rd Avenue West, on the acre tract park site lying between Sunset and Gulf Boulevards, such area being the parking lot for Constitution Park. All parking at this location shall be restricted to those individuals currently attending a function at or utilizing Constitution Park, or to those residents of the ~~Town of Redington Shores~~ to whom a valid parking permit has been issued and is visually displayed.
- C. The municipality-owned parking lot at the site of the former Town Hall, located at 17798 Gulf Boulevard, Redington Shores, Florida.

Sec. 140-14. Parking permits.

To ensure that the citizens of the town are able to gain access to and use of the town's park and recreational areas, and to facilitate the operation of businesses which have invested in the town, the following vehicle access permit system is hereby established:

- A. *Residential permit.* Each residential property of the town which is either owner-occupied or occupied by a non-owner town resident shall, upon making application to the town clerk, be entitled to one town-provided resident parking permit.
- B. *Resident permit application process.* Permit applications may be submitted to the town clerk on such form or online registration format as the town, from time to time, designates. In order to be entitled to a resident parking permit, the permit applicant must be a resident or property owner of the town. Owner applicants must provide proof of ownership to the town clerk in the form of a recorded deed or other county public record. Non-owner residents must provide proof of residency to the town clerk in the form of a current vehicle registration, valid driver's license, current voter's identification card, utility bills, or other similar records acceptable to the town clerk. Applicants must also provide the vehicle's color, make, model and license plate number.
- C. *Commercial permit.* Each parcel of land in the town zoned for commercial use, and on which commercial activity is currently occurring, shall, upon making application to the town clerk, be entitled to two town-provided commercial parking permits regardless of the number of actual businesses operating on the parcel. Commercial permits may only be issued for vehicles owned and operated by an owner or employee of a commercial business operating on the parcel. Commercial and delivery vehicles are not eligible for a commercial permit.
- D. *Commercial permit application process.* Permit applications may be submitted to the town clerk on such form or online registration format as the town, from time to time, designates,

and applicants must provide the color, make, model and license plate number of the vehicles being permitted. In order to be entitled to a commercial parking permit, the permit applicant must be either the owner of the parcel of land, or the owner or officer of the commercial business operating on the parcel. Owner applicants must provide proof of ownership of the parcel to the clerk in the form of a recorded deed or other county public record. If the applicant is the owner of a business operating on the parcel, but not the parcel, the applicant must provide the clerk with written authorization from the parcel owner to apply for the permits. If more than one business is operating on a parcel, the clerk will issue the permits on a first come, first served basis.

- E. *Parking locations.* Permits issued under this section shall entitle vehicles to park in the following locations:
- (1) Metered parking spaces at Constitution Park on Sunset Blvd.
 - (2) Metered parking lot on the West side of Gulf Blvd between 177th Terrace West and 178th Avenue.
 - (3) Parking spaces along 180th Avenue West near Lighthouse Point Condominiums.

Town-issued parking permits do not authorize parking at any county metered beach access parking lots, or parking in any publicly owned lot outside of the town's boundaries.

- F. *Expiration and renewal.* Regardless of the date issued, all permits issued pursuant to this section shall expire at 11:59 on December 31 each year. The town clerk is authorized to begin accepting applications for subsequent year permits on November 1 of each year.
- G. *Permit non-transferrable; surrender.* A permit issued pursuant to this section is tied to the vehicle for which it has been issued, and permits are not transferrable. Any person or entity selling, loaning or otherwise transferring a permit issued under this section commits a violation of this section and shall also become ineligible for a permit for one year after the date of the violation. In the event a permit holder obtains a new vehicle, the permit holder shall provide an updated application to the town clerk. Property or business owners with permits issued under this section who sell their property or business in the town must surrender their permit(s) to the town after the sale closes. Town residents who are tenants must surrender their permit upon moving out of the town.
- H. *Permit materials and display.* While the town commission may determine from time to time that alternative permit materials be used, typically, residential permits will be issued in the form of a weather resistant sticker, and business permits will be issued in the form of a hang tag. So as to allow town code enforcement officials to view them, permit stickers must be affixed to the exterior of the driver's side rear window of the vehicle using the adhesive backing of the permit sticker. Affixing a permit sticker by tape or other temporary means is not permitted. Permit hang tags must be hung from the vehicle's rearview mirror with the permit information viewable from the front windshield. Failure to affix or display a permit as required herein shall be a violation of this section.

- I. *Alternative drivers.* A permitted vehicle may be operated and parked by the permit applicant, or such family member or other driver as the applicant may from time to time authorize to operate the vehicle.
- J. *Administrative fee.* The town does not, as of the effective date of this section, assess a permit or administrative fee associated with the parking permit program. Should the town commission determine in the future that such a fee is required to offset the costs to administer the program, it shall do so only by adopting a resolution after taking citizen comments.

~~K. *Metered parking.* The town board of commissioners may, should circumstances warrant, install and enforce metered parking at one or more of the designated areas under rules and provisions to be enacted at such future time.~~

Sec. 140-15. Additional parking regulations.

- A. No vehicle shall be parked in the areas established in ~~§ section~~ 140-13 A. and B. between the hours of 11:00 p.m. and 6:00 a.m. unless it is the primary vehicle for means of daily transportation for the resident or houseguest owning such vehicle.
- B. Municipal parking lots shall not be used as a storage area, and any vehicle parked in any municipal parking lot shall be moved out of such parking lot at least one time in any 24-hour period of time. ~~Recreational vehicles and equipment No unattached trailers or campers separate from a motor vehicle shall not be parked and left unattended in any municipal parking lot at any time. No parking is permitted at the town hall parking lot between 10 p.m. and 6 a.m. unless the motor vehicle belongs to or is being driven by a person attending a town meeting or a private function permitted by the town in advance.~~
- C. The municipal parking lot located at 17798 Gulf Boulevard, ~~Redington Shores, Florida,~~ shall be available for noncommercial vehicle parking between the hours of 7:00 a.m. and 10:00 p.m. daily. All vehicles must be removed from such parking lot by 10:00 p.m. each day, ~~and any vehicles not removed by such time shall be subject to being towed, at the cost of the owner of such vehicle. Any commercial vehicle parked in such parking lot shall be subject to being towed, at the owner's expense.~~

Sec. 140-16. Enforcement; appeals; leased vehicles~~penalties for offenses.~~

- A. The police department ~~and town code enforcement deputies are authorized to shall~~ enforce the restricted parking access provisions of this article by inspection of the designated areas and issue of parking violation tickets.
- B. Persons wishing to appeal a parking violation ticket received pursuant to this chapter may file an appeal with the town's code enforcement special magistrate. The appeal shall be in writing, shall set forth each reason why the violator believes the parking violation ticket

was issued in error, and shall be signed by the violator or, if the violator is a business entity, by the violator's authorized representative.

C. The code enforcement special magistrate shall hear appeals where an alleged violator contests a parking violation ticket issued in accordance with article III of chapter 140 of the code (stopping, standing and parking). The town shall bear the initial burden of proof that the violation occurred. Thereafter, the burden of proof shifts to the appealing violator to demonstrate the ticket was issued in violation of the law. If the special magistrate determines that there was a violation associated with the violator or a motor vehicle licensed to the violator, then the magistrate shall sustain the ticket. If the special magistrate determines that there was no violation committed, or that the violator established that the law was not followed, the magistrate shall dismiss the ticket. If the special magistrate sustains the ticket then, in addition to the fine amount listed on the ticket, the special magistrate may impose administrative costs incurred by the town associated with the appeal hearing, including the magistrate's fee.

D. In the event a motor vehicle in violation of this chapter is a leased vehicle, the lessee, not the owner of the leased vehicle, shall be responsible for the violation and any fines, fees or towing costs associated therewith if the vehicle is registered in the name of the lessee.

Sec. 140.17. Towing.

A. Each parking space designated as "no parking", "parking by permit only" or other restricted access parking shall be so posted by the installation of a wall or post-mounted sign to include, at a minimum, the words NO PARKING (if the space is so designated), or the category of vehicle or title of authorized user(s) (if the space is designated as restricted access) and the words Town Code § 140-11 (or other relevant section of code). At least one (1) additional wall or post-mounted sign shall be prominently placed at each such town-owned or controlled facility which meets the following requirements: the words "Unauthorized Vehicles will be towed away at owner's expense" must be included in letters not less than 2-inches high; the words "Tow Away Zone" must be included in letters not less than 4-inches high; the name and current telephone number of the authorized towing person or firm must appear; all letters must be light-reflective with a contrasting background; and, the bottom of the signs must be not less than 3 feet nor more than 6 feet above ground level.

B. Removal of vehicles; related costs.

(1) In addition to or as an alternative to the issuance of a parking ticket, whenever any town code enforcement officer, authorized property management official, or state-certified law enforcement officer finds an unauthorized vehicle parking in a town parking space designated as "no parking" or restricted access parking pursuant to this section, if the driver or other person in control of the vehicle is present, the official or officer is authorized to require the driver or other person in control of the vehicle to move the same to a space not so designated.

(2) Additionally, if the driver or other person in control of a vehicle violating this chapter refuses to move the vehicle upon being instructed to do so, or is not present to receive such instruction, a town code enforcement officer, authorized property management official, or state-certified law enforcement officer is hereby authorized to provide for the removal of such vehicle to the nearest designated garage or place of safety if said vehicle has been parked in the space for a period exceeding twenty-four (24) hours or immediately if the violation is a second or successive violation.

(3) Pursuant to Florida Statute § 713.78(4)(b), the town code enforcement officer, authorized property management official, or state-certified law enforcement officer causing the removal of an unauthorized, unattended vehicle shall report the same to the Florida Department of Highway Safety and Motor Vehicles within twenty-four (24) hours of such removal in the manner prescribed by that agency. In addition, the town code enforcement officer, authorized property management official, or state-certified law enforcement officer causing the removal of said vehicle shall make a prompt, good faith effort to identify and notify the owner of the vehicle of the fact of the removal and of the towing company information or location of the vehicle.

(4) Neither the town nor the law enforcement agency shall be responsible for the payment of any fees necessary for the release of a stored vehicle. Any cost incurred by the town or the law enforcement agency in the removal and storage of any unattended vehicle shall be paid by the vehicle owner (including lessee), upon presentment of a statement of costs incurred. Upon the owner's/lessee's failure or refusal to pay such costs within thirty (30) days of presentment of a statement, the town or the agency, or both, may avail themselves of any lawful means of enforcing payment, to include suit in a court of competent jurisdiction. The provisions of this subsection shall not apply if the vehicle is determined by a law enforcement agency to have been stolen.

ARTICLE V. HANDICAPPED PARKING

Sec. 140-17. Penalties for offenses.

~~—Any person, firm, corporation or other entity who is in violation of the provisions of Florida law pertaining to handicap parking shall be assessed a fine of \$250.00.~~

Section 2. For purposes of codification of any existing section of the Redington Shores Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the

remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington 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 12th day of April, 2023, by the Board of Commissioners of the Town of Redington Shores, Florida.

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

Attest:

MaryBeth Henderson, Mayor Commissioner

Tracy Campbell, Town Clerk



RICHARD (RICK) SWANN, CHIEF OF POLICE

INDIAN SHORES POLICE DEPARTMENT

Protect With Honor, Serve With Pride

To: The Honorable MaryBeth Henderson, Distinguished Commissioners of Redington Shores

From: Chief Richard H. Swann, Jr. / Major Glen R. Smith

Date: March 31, 2023

Re: Proposed Annual Budget 2023/2024

Attached to this budget proposal is a three-year comparison of our fiscal year budgets. This is a realistic look at the budgets that this administration has prepared for you. This represents an accurate accounting of the cost of police services provided by the Indian Shores/Redington Shores Police Department. As you may recall, using our Tyler Accounting Software allows us to update and simplify the format we present the budget. It also allows us to track actual expenses and produce a more detailed comparison of our budget.

As you are aware, the police department has made great strides in creating a professional organization through training, discipline, equipment purchases, officer selection and our work toward accreditation. Recruitment and staffing of officers, especially quality candidates, has become a problem, but we are not alone. Recruitment is a problem that is affecting law enforcement nationwide. To accomplish these goals requires that we stay competitive by ensuring that our officers' salaries and benefits are evaluated and adjusted when necessary. Our efforts include negotiating a fair contract with the Fraternal Order of Police and when necessary, requesting equity salary adjustments. Our officers' salaries are not near the high end of the scale, but they are no longer at the bottom either. The \$3,000.00 across the board salary adjustment for the officers and salary increases for Major Smith and me, that were approved and implemented after our FY2022/2023 budget had been submitted and approved by the Town of Indian Shores Council and the Town of Redington Shores Commission. Therefore, as previously advised, the Town of Indian Shores absorbed 100% of these increases in FY22/23 and they are now factored into the FY2023/2024 budget being presented.

As you are also aware, record inflation and the lingering effects of supply chain issues resulting from covid continue to negatively impact everything we do. Accurately projecting future costs for goods and services from suppliers has become akin to looking into a crystal ball. As Administrators, we are forced to plan for the worse and hope for the best. Fortunately, our focus on right sizing the department and the continual process improvements we have made over the past four (4) years has afforded us the opportunity to increase efficiencies and maintain a high level of productivity despite the challenges. Right sizing includes maximizing the productivity of staffing and delegating responsibilities such as emergency management, traffic details, parades, HOA meetings, accreditation, beach patrols, and training to officers in addition to their everyday patrol functions.

Unfortunately, the population and activity in both towns has continued to increase. There used to be what was referred to as a “slow period”, but that no longer exists. The increase in population and activity has placed additional demands on calls for service of existing personnel. As with all things that may impact the Redington Shores budget, we carefully measure the long-term effect, and as you may recall, we asked for an increase in manpower, adding one additional officer in FY23/24. Once fully staffed, the additional officer will enable us to have three (3) FTEs assigned to each of our four (4) shifts. It also allows our Detective to focus more time on latent investigations and Community Outreach programs.

Another reoccurring cost that you will notice in the budget is the annual software cost for the operation of the Emergency Warning System. This is an annual cost of \$3,800 which is included in the general budget.

As we did last year there are several revenue offsets that will be credited to Redington Shores that have not been shown in the past but are important for you to be aware of. These are items that are removed from the general budget to prevent Redington Shores from paying for services that you already have in your own budget. Below is a chart detailing the offset charges for this budget cycle.

Off Duty Details	\$ 18,500.00
Emergency Management (includes our SAT phones) & EM Overtime	\$ 32,500.00
Legal	\$ 8,000.00
Half salary of the detective/code enforcement	\$ 45,000.00
Accreditation Expenses	\$ 3,000.00
3-year average returned revenue (example: sale of surplus police vehicles)	\$ 35,000.00
IT Expenses	\$15,800.00
Durable Equipment (Previously Considered Capital)	\$ 36,000.00
Total expense offset	\$193,800.00

This year, we have included for your review, a Capital Budget breakdown which is included as part of our Indian Shores operating budget. Over the past four (4) years capital expenditures, including dedicated ARPA funds represents a substantial investment by the Town of Indian Shores in our Police Department and our Emergency Management preparedness. We have made extensive investments toward preparations for hurricane season, updating, and purchasing hurricane preparation items such as cots, sleeping bags, flashlights, generators, and durable food items.

We have replaced old vehicles. We have also added new beach enforcement / rescue vehicles and high-water rescue vehicles to our fleet. Even more importantly, we have been able to replace the non-functioning Emergency Notification System (sirens) with a new state of the art emergency warning system.

Over the past four (4) years, several uncontrollable factors have further impacted the way we operate. As an example, our weapons and ammunition costs have gone up 40% and several equipment items have become scarce or almost impossible to order. When available, the purchase costs have steadily increased. More recently skyrocketing inflation and changes in fuel costs create chaos for our budget projections. As most salaries are tied to the CPI, the skyrocketing inflation has resulted in all employers, including us, to award substantial pay increases for employee across the board. Salary in benefits accounts for 17% or approx. \$242,586.00 of the \$310,867.00 of the budget increase during the two (2) year period between FY2021/2022 & 2023/2024.

For accounting purposes, \$36,000.00 of the increase is a result of items previously listed as capital now being listed as durable equipment and were credited as part of the service fee calculation. You should know that none of these expenditures are factored into the general fund budget that the Redington Shores service fee is based on. During the same period administrative costs accounted for the remaining \$38,281.00.

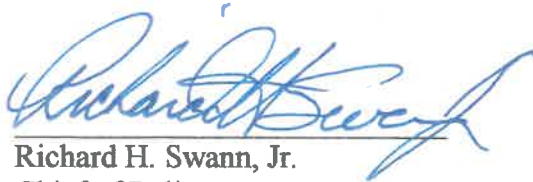
Despite these obstacles, through more effective and efficient management, we have kept our overall costs to a minimum, including our operating/administrative costs and we believe you will agree that we have done so without substantially increasing our annual police services fees.

Proposed FY 2023/2024 Annual Budget (Excluding Capital)	\$2,005,980.00
2022/2023 Proposed Annual Budget (Excluding Capital)	\$1,695,113.00
Variance FY 22/23 – FY 23/24	\$ 310,867.00
Variance FY 21/22 – FY 22/24	\$ 310,867.00
Less Expense Offset	\$ 193,800.00
Net Variance	\$ 117,067.00
Multiplied X.35%	
Increase Service Fee- FY 23/24	\$47,966.00
FY 22/23 Law Enforcement Service Fee	\$543,479.00
FY 23/24 Service Fee	\$47,966.00
Proposed FY 23/24 Service Fee (8.8 %Net Increase Overall)	\$591,445.00

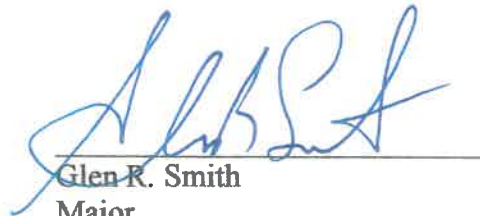
Based upon the above, we are proud to present the Town of Redington Shores with our Proposed FY2023/2024 Budget for Law Enforcement Services. This proposal includes an overall net service fee increase of \$47,966.00 (8.8%) with a new annual cost of \$591,966.00 for FY 2023/2024.

Attachments: Tyler Budget Three (3) Year Comparison

Respectfully,



Richard H. Swann, Jr.
Chief of Police
Indian Shores Police Department



Glen R. Smith
Major
Indian Shores Police Department



Town of Indian Shores

Budget Worksheet
Account Summary
 For Fiscal: 2023-2024 Period Ending: 09/30/2024

Defined Budgets

Fund: 001 - GENERAL FUND Expense Department: 055 - POLICE	2021-2022		2021-2022		2022-2023		2022-2023		2023-2024		2023-2024	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	YTD Budget	YTD Activity		
001.055.521.650 IT EXPENSES	16,425.00	18,978.78	13,800.00	5,564.17	15,800.00	0.00						
001.055.521.100 POLICE SALARIES	999,184.00	1,023,985.25	1,115,647.00	537,583.65	1,257,878.00	0.00						
001.055.521.140 OVERTIME	40,000.00	37,112.42	30,000.00	37,305.73	50,000.00	0.00						
001.055.521.210 FICA TAXES	78,786.00	77,324.93	87,642.00	42,771.14	96,166.00	0.00						
001.055.521.220 RETIREMENT CONTRIBUTIONS	72,646.00	76,050.32	87,600.00	44,526.22	95,709.00	0.00						
001.055.521.230 LIFE AND HEALTH INSURANCE	166,719.00	141,988.91	178,772.00	67,301.28	179,520.00	0.00						
001.055.521.240 WORKERS' COMPENSATION	33,800.00	24,717.86	36,005.00	21,495.79	29,807.00	0.00						
001.055.521.250 UNEMPLOYMENT COMPENSATI...	0.00	0.14	0.00	0.00	0.00	0.00						
001.055.521.300 ACCREDITATION	0.00	650.00	800.00	0.00	3,000.00	0.00						
001.055.521.310 PROFESSIONAL SERVICES	5,000.00	4,120.40	5,000.00	4,164.00	6,000.00	0.00						
001.055.521.311 LEGAL	5,000.00	19,317.50	6,000.00	10,013.00	8,000.00	0.00						
001.055.521.320 POLICE AUDIT FEES	12,285.00	5,316.00	13,500.00	6,000.00	14,000.00	0.00						
001.055.521.340 CONTRACTUAL SERVICES	0.00	31,583.52	30,000.00	29,515.63	30,000.00	0.00						
001.055.521.400 TRAVEL/PER DIEM	2,500.00	1,954.49	3,000.00	70.89	3,000.00	0.00						
001.055.521.410 COMMUNICATION SERVICES	45,200.00	15,634.94	15,000.00	7,020.04	17,000.00	0.00						
001.055.521.420 POSTAGE, FREIGHT, ETC.	2,319.00	2,583.49	2,319.00	221.63	3,000.00	0.00						
001.055.521.430 UTILITIES - GAS	0.00	0.00	35,000.00	17,905.61	35,000.00	0.00						
001.055.521.450 POLICE INSURANCE	47,304.00	44,464.55	50,000.00	35,728.52	52,000.00	0.00						
001.055.521.460 MAINTENANCE	24,300.00	27,712.20	25,000.00	7,709.59	27,100.00	0.00						
001.055.521.520 SUPPLIES	50,500.00	79,609.28	25,000.00	18,272.50	27,000.00	0.00						
001.055.521.530 EMERGENCY MANAGEMENT	12,500.00	9,157.79	10,000.00	12,712.83	12,500.00	0.00						
001.055.521.540 MEMBERSHIP/DUES	1,050.00	2,871.06	1,550.00	1,219.95	2,500.00	0.00						
001.055.521.542 POLICE TRAINING/EDUCATION	3,000.00	4,143.65	3,000.00	5,796.30	5,000.00	0.00						
001.055.521.640 EQUIPMENT	0.00	0.00	0.00	0.00	36,000.00	0.00						

Budget Worksheet

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Defined Budgets

Budget Detail	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	2023-2024
Budget Code	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
2023-2024						
2023-2024						
2023-2024						
Department: 055 - POLICE Total:						
	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00
Expense Total:						
	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00
Fund: 001 - GENERAL FUND Total:						
	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00

Fund: 300 - CAPITAL IMPROVEMENT FUND

Department: 055 - POLICE

Budget Detail	Description	Units	Price	Amount
300.055.519.272	VEHICLE/VEH LEASE	248.355.00	84,817.19	120,000.00
2023-2024	Two New Vehicles	2.00	60,000.00	120,000.00

Budget Detail	Description	Units	Price	Amount
300.055.519.892	OTHER EQUIPMENT	148.300.00	56,955.02	57,000.00
2023-2024	In-Car Camera's	2.00	6,000.00	12,000.00
2023-2024	Radio's	2.00	5,000.00	10,000.00
2023-2024	Sign Board	1.00	35,000.00	35,000.00

Budget Detail	Description	Units	Price	Amount
300.055.519.898	BALLISTIC VESTS	6,000.00	761.00	0.00
300.055.521.530	EMERGENCY MANAGEMENT	80,331.00	77,531.00	11,547.98
Department: 055 - POLICE Total:				
		274,055.00	226,769.42	153,320.19
Expense Total:				
		274,055.00	226,769.42	153,320.19
Fund: 300 - CAPITAL IMPROVEMENT FUND Total:				
		274,055.00	226,769.42	153,320.19
Report Total:				
		1,892,573.00	1,876,046.90	2,249,390.00
			1,066,218.66	2,182,980.00

Group Summary

Defined Budgets

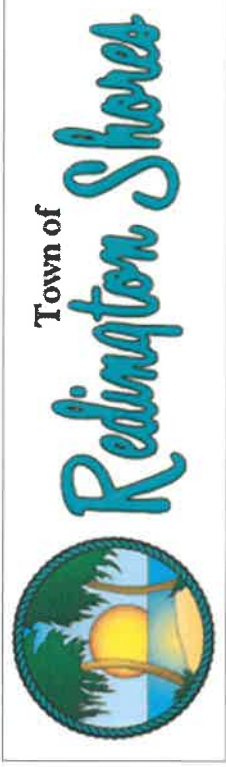
Department...	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity
Fund: 001 - GENERAL FUND						
Expense						
055 - POLICE	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00
Expense Total:	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00
Fund: 001 - GENERAL FUND Total:	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00
Fund: 300 - CAPITAL IMPROVEMENT FUND						
Expense						
055 - POLICE	274,055.00	226,769.42	474,755.00	153,320.19	177,000.00	0.00
Expense Total:	274,055.00	226,769.42	474,755.00	153,320.19	177,000.00	0.00
Fund: 300 - CAPITAL IMPROVEMENT FUND Total:	274,055.00	226,769.42	474,755.00	153,320.19	177,000.00	0.00
Report Total:	1,892,573.00	1,876,046.90	2,249,390.00	1,066,218.66	2,182,980.00	0.00

Fund Summary

Defined Budgets

Fund	2021-2022		2022-2023		2023-2024		YTD Activity
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	
001 - GENERAL FUND	1,618,518.00	1,649,277.48	1,774,635.00	912,898.47	2,005,980.00	0.00	0.00
300 - CAPITAL IMPROVEMENT FUND	274,055.00	226,769.42	474,755.00	153,320.19	177,000.00	0.00	0.00
Report Total:	1,892,573.00	1,876,046.90	2,249,390.00	1,066,218.66	2,182,980.00	0.00	0.00

Monthly Financial Report – February 2023



Overview

This financial overview reflects the Town’s overall unaudited financial condition through February 2023. Except as noted below, revenues and expenditures are generally on target for the fiscal year, which is now about 42% complete. The Town’s fiscal year begins on October 1st.

Summary

This monthly financial summary is based on detailed revenue and expense reports that are produced by the Town’s finance department. If you would like additional information or have any questions about the report, please contact the Town of Redington Shores at (727) 397-5538.

Cash and Investments

Approximately 75% of the Town’s funds are being held in investment accounts with the State Board of Administration (SBA). The interest rate earned during this month was 4.77% on these funds. The remaining balance is held in South State Bank checking and money market accounts valued at \$3,777,723.

Fund	Bank Accounts	SBA	Total
General Fund (Checking Account)	2,546,312	6,539,042	9,085,354
Capital Projects (Money Market)	1,146,081	2,258,750	3,404,831
Sewer Fund (Money Market)	85,330	1,129,742	1,215,072
	<u>3,777,723</u>	<u>9,927,534</u>	<u>13,705,257</u>

General Fund Revenue

Revenue	Budget	YTD Actual	Current Month	YTD %
Ad Valorem	1,562,040	1,421,011	59,779	91%
Intergovt.	321,900	102,514	32,417	32%
Bldg. Dept.	281,215	119,702	47,041	43%
Parking Fees	135,000	36,087	13,493	27%
Business Taxes	12,000	12,626	77	105%
Other	871,250	366,368	56,179	42%
Inter-Fund	40,000	-	-	0%
	<u>3,223,405</u>	<u>2,058,308</u>	<u>208,986</u>	<u>64%</u>

General Fund Expenditures

Function	Budget	YTD Actual	Current Month	YTD %
General Government	1,077,985	396,710	75,708	37%
Public Safety	1,143,490	478,270	53,422	42%
Physical Environment	752,430	269,386	42,365	36%
Culture & Recreation	249,500	88,347	6,077	35%
	<u>3,223,405</u>	<u>1,232,713</u>	<u>177,572</u>	<u>38%</u>

General Fund

The General Fund is the governments' primary operating fund. It accounts for all financial resources of the general government except those required to be accounted for in another fund.

Ad valorem taxes are the largest source of revenue and accounts for approximately 60% of the total revenues received and is collected early in the fiscal year. Other major sources of revenue include state and local funding which includes passed through charges for utility services, building permits and related fees, parking meter collections, business tax receipts, and other miscellaneous fees.

Through this month, General Fund revenues are on pace with current year projections and prior year trends. The Town has collected a total of \$2,058,308, or 64% of projected revenues. For this same period, the General Fund has expended \$1,232,713 or 38% of budgeted expenditures.

Capital Improvement Fund Revenue

Revenue	Budget	YTD Actual	Current Month	YTD %
Infrastructure	295,000	42,271	20,813	14%
Stormwater	43,000	15,676	1,485	36%
Other	5,000	48,905	18,207	978%
Reserves	1,745,300	-	-	0%
	2,088,300	106,852	40,505	5%

Capital Improvement Fund

The Capital Improvements Fund accounts for capital projects that are primarily funded by the infrastructure sales surtax (one cent tax), grants, land dedication and stormwater fees.

Through this month, the Town has collected a total of \$106,852 or 5% of projected revenues. For this same period, the Capital Improvement Fund has expended \$170,617, or 8% of budgeted expenditures.

Capital Improvement Fund Expenditures

Function	Budget	YTD Actual	Current Month	YTD %
Engineering / NPDES	55,000	12,327	9,763	22%
Grant Writing	25,000	-	-	0%
Stormwater Improvements	541,000	-	-	0%
Other Capital Improvements	1,158,000	6,000	-	1%
Debt Payments	307,800	149,365	-	49%
Other	1,500	2,925	-	195%
	2,088,300	170,617	9,763	8%

Sewer Fund Revenue

Revenue	Budget	YTD Actual	Current Month	YTD %
ARPA Funding	1,148,458	-	-	0%
Sewer Service	967,402	357,432	28,334	37%
Interest	1,700	19,140	4,135	1126%
Reserves	478,110	-	-	0%
	2,595,670	376,572	32,469	15%

Sewer Fund

The Sewer Fund accounts for the assets, operation, and maintenance of the Town's sewage collection system.

Through this month, the Town has collected a total of \$376,572 or 15% of projected revenues. For this same period, the Sewer Fund has expended \$413,773 or 16% of budgeted expenditures.

Sewer Fund Expenses

Function	Budget	YTD Actual	Current Month	YTD %
Grant Writing	25,000	-	-	0%
Communications	3,350	1,260	-	38%
Utility Service	95,430	266,624	90,058	279%
Repairs & Maintenance	90,280	63,289	1,213	70%
Treatment	662,060	75,072	-	11%
Capital Improvements	1,675,400	7,128	-	0%
Other	4,150	400	80	10%
Transfers	40,000	-	-	0%
	2,595,670	413,773	91,351	16%

BALANCE SHEET

Town of Redington Shores

As of: 2/28/2023

Balances

Fund: 001 - GENERAL FUND

Assets

101.225 CASH IN BANK	2,546,311.88
101.240 JEFFERSON PARK PARKING	57,744.91
102.100 PETTY CASH	100.00
111.530 UNBILLED RECEIVABLES - PCU	62,262.85
113.100 TO AND FROM SEWER	119,154.33
115.100 SBA FUND A	6,539,042.28
115.200 PREPAID EXPENSES	1,796.21
142.000 INVENTORY	1,581.50

Total Assets 9,327,993.96

Liabilities

202.000 ACCOUNTS PAYABLE	42,119.87
220.221 FAMILY INSURANCE COVERAGE	1,098.20
221.730 RETIREMENT PAYABLE	793.96
223.000 REVENUE RECEIVED IN ADVANCE	1,148,457.00
247.200 ESCROW JULY FOURTH	400.00
247.300 DEPT OF REVENUE	1,787.02
247.400 DBPR SURCHARGES	1,099.98
247.600 PARKING METERS COUNTY	12,899.11

Total Liabilities 1,208,655.14

Reserves/Balances

300.000 Fund Balance	7,293,744.60
398.000 Change In Fund Balance	825,594.22

Total Reserves/Balances 8,119,338.82

Total Liabilities & Balances 9,327,993.96

BALANCE SHEET

Town of Redington Shores

As of: 2/28/2023

Balances

Fund: 301 - CAPITAL IMPROVEMENTS FUND

Assets

101.230 MONEY MARKET	1,146,081.44
111.510 ACCOUNTS RECEIVABLE - PCU	18.05
111.530 UNBILLED RECEIVABLES - PCU	6,825.65
115.100 SBA FUND A	2,258,750.31

Total Assets

3,411,675.45

Liabilities

202.000 ACCOUNTS PAYABLE	2,897.19
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Total Liabilities

2,897.19

Reserves/Balances

300.000 Fund Balance	2,215,863.72
301.000 Designated/Rsv. Fund Balance	1,256,679.22
398.000 Change In Fund Balance	-63,764.68

Total Reserves/Balances

3,408,778.26

Total Liabilities & Balances

3,411,675.45

BALANCE SHEET

Town of Redington Shores

As of: 2/28/2023

Balances

Fund: 401 - SEWER FUND

Assets

101.230 MONEY MARKET	85,330.07
111.530 UNBILLED RECEIVABLES - PCU	144,519.51
113.100 TO AND FROM SEWER	-119,154.33
115.100 SBA FUND A	1,129,741.83
116.190 LAND	8,091.25
116.490 INVESTMENT IN SEWERS	2,364,366.48
116.690 EQUIPMENT	83,002.95
116.691 FLOW METERS	8,750.00
116.790 ALLOWANCE FOR DEPRECIATION	-1,375,406.04

Total Assets

2,329,241.72

Liabilities

202.000 ACCOUNTS PAYABLE	3,819.75
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Total Liabilities

3,819.75

Reserves/Balances

300.000 Fund Balance	2,065,600.84
324.800 RESERVE FOR RENEW/REPLACE	297,021.61
398.000 Change In Fund Balance	-37,200.48

Total Reserves/Balances

2,325,421.97

Total Liabilities & Balances

2,329,241.72

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

For the Period: 10/1/2022 to 2/28/2023

	Original Budget	Amended Budget	YTD Actual	Current Month	% Budget
Fund: 001 - GENERAL FUND					
Revenues					
431.100 AD VALOREM TAXES	1,562,040.00	1,562,040.00	1,421,011.27	59,778.75	91.0
431.235 COMMUNICATION SERVICE TAX	77,000.00	77,000.00	21,846.29	7,486.09	28.4
431.240 LOCAL OPTION GAS TAX	25,000.00	25,000.00	4,901.91	2,503.78	19.6
431.310 ELECTRIC FRANCHISE FEE	222,000.00	222,000.00	93,495.16	20,020.83	42.1
431.330 CLEARWATER GAS FRANCHISE FEE	8,000.00	8,000.00	4,492.23	0.00	56.2
431.900 PROPERTY TRANSFER TAX	3,050.00	3,050.00	800.00	225.00	26.2
432.110 ANNUAL OCCUPATIONAL LICENSE	12,000.00	12,000.00	12,626.28	76.65	105.2
432.200 BUILDING PERMIT FEES	162,580.00	162,580.00	69,708.11	25,761.97	42.9
432.210 PLAN REVIEW FEES	48,100.00	48,100.00	17,078.06	6,983.49	35.5
432.220 FIRE SAFETY	575.00	575.00	150.00	150.00	26.1
432.230 ELECTRICAL FEES AND REFUNDS	24,735.00	24,735.00	9,059.56	3,959.45	36.6
432.240 PLUMBING FEES AND REFUNDS	18,550.00	18,550.00	7,165.78	3,633.78	38.6
432.250 MECHANICAL FEES AND REFUNDS	18,935.00	18,935.00	6,369.04	2,651.86	33.6
432.290 DBPR SURCHARGES	240.00	240.00	271.23	0.00	113.0
432.990 ZONING/BD ADJ FEES	7,500.00	7,500.00	9,900.00	3,900.00	132.0
433.512 STATE REVENUE SHARING	57,500.00	57,500.00	26,395.73	5,188.75	45.9
433.515 ALCOHOLIC BEVERAGE LICENSES	2,400.00	2,400.00	3,328.19	0.00	138.7
433.518 1/2 CENT SALES TAX FUND	160,000.00	160,000.00	46,042.02	17,238.31	28.8
433.519 COUNTY PARKING METERS	103,000.00	103,000.00	26,189.96	9,362.77	25.4
433.520 TOWN PARKING METERS	32,000.00	32,000.00	9,896.87	4,130.42	30.9
434.341 GARBAGE AND TRASH	387,800.00	387,800.00	143,009.75	11,380.80	36.9
434.344 CREDIT CARD FEES	0.00	0.00	1,294.94	337.28	0.0
434.726 PARK RENTAL	4,500.00	4,500.00	400.00	0.00	8.9
434.900 SUPERVISOR OF ELECTIONS	200.00	200.00	270.00	0.00	135.0
435.110 COURT FINE	0.00	0.00	436.95	210.16	0.0
435.115 IND SHORES PARKING FINES	1,500.00	1,500.00	661.00	0.00	44.1
435.130 POLICE EDUCATION	100.00	100.00	32.00	2.00	32.0
436.120 GENERAL INTEREST	7,940.00	7,940.00	110,604.75	23,828.56	1393.0
436.200 SALE OF PROMOTIONAL ITEMS	0.00	0.00	1,712.38	45.57	0.0
436.210 TOWN HALL RENTAL	3,100.00	3,100.00	700.00	0.00	22.6
436.900 MISCELLANEOUS INCOME	0.00	0.00	8,458.12	129.62	0.0
438.210 TRANSFERS FROM SEWER FUND	40,000.00	40,000.00	0.00	0.00	0.0
447.004 UTILIZATION OF RESERVES	233,060.00	233,060.00	0.00	0.00	0.0
Revenues	3,223,405.00	3,223,405.00	2,058,307.58	208,985.89	63.9
Expenditures					
Dept: 511 LEGISLATIVE					
511.000 EXECUTIVE SALARIES	40,800.00	40,800.00	17,000.00	3,400.00	41.7
521.000 SOCIAL SECURITY TAXES	2,530.00	2,530.00	1,054.00	210.80	41.7
521.100 MEDICARE TAXES	595.00	595.00	246.50	49.30	41.4
522.000 RETIREMENT CONTRIBUTIONS	5,500.00	5,500.00	7,410.00	1,482.00	134.7
523.000 HEALTH INSURANCE	41,500.00	41,500.00	18,747.42	3,819.54	45.2
523.100 LIFE INSURANCE	600.00	600.00	0.00	0.00	0.0
524.000 WORKERS' COMPENSATION	250.00	250.00	0.00	0.00	0.0
540.000 TRAVEL AND TRAINING	7,500.00	7,500.00	0.00	0.00	0.0
554.000 DUES & SUBSCRIPTIONS	1,500.00	1,500.00	350.00	0.00	23.3
LEGISLATIVE	100,775.00	100,775.00	44,807.92	8,961.64	44.5
Dept: 512 EXECUTIVE					
512.000 REGULAR SALARIES AND WAGES	308,100.00	308,100.00	111,856.16	22,332.20	36.3
521.000 SOCIAL SECURITY TAXES	19,100.00	19,100.00	6,935.17	1,384.61	36.3
521.100 MEDICARE TAXES	4,465.00	4,465.00	1,621.92	323.81	36.3
522.000 RETIREMENT CONTRIBUTIONS	36,000.00	36,000.00	17,531.64	8,042.80	48.7
523.000 HEALTH INSURANCE	42,500.00	42,500.00	14,026.55	2,787.88	33.0
523.100 LIFE INSURANCE	600.00	600.00	0.00	0.00	0.0
524.000 WORKERS' COMPENSATION	550.00	550.00	1,400.00	0.00	254.5
540.000 TRAVEL AND TRAINING	7,500.00	7,500.00	1,544.63	458.14	20.6
554.000 DUES & SUBSCRIPTIONS	4,500.00	4,500.00	0.00	0.00	0.0

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

For the Period: 10/1/2022 to 2/28/2023

	Original Budget	Amended Budget	YTD Actual	Current Month	% Budget
EXECUTIVE	423,315.00	423,315.00	154,916.07	35,329.44	36.6
Dept: 513 FINANCIAL AND ADMINISTRATIVE					
531.100 ATTORNEY FEES	85,000.00	85,000.00	17,927.99	7,398.50	21.1
532.000 ACCOUNTING AND AUDITING	27,000.00	27,000.00	0.00	0.00	0.0
533.000 OTHER ACCOUNTING	50,000.00	50,000.00	37,091.18	8,176.83	74.2
568.000 COMPUTER EQUIPMENT	18,000.00	18,000.00	0.00	0.00	0.0
FINANCIAL AND ADMINISTRATIVE	180,000.00	180,000.00	55,019.17	15,575.33	30.6
Dept: 515 COMPREHENSIVE PLANNING					
531.200 ENGINEERING FEES	20,000.00	20,000.00	0.00	0.00	0.0
534.150 SPECIAL MAGISTRATE	9,300.00	9,300.00	3,900.00	0.00	41.9
COMPREHENSIVE PLANNING	29,300.00	29,300.00	3,900.00	0.00	13.3
Dept: 519 OTHER GENERAL					
534.000 OTHER CONTRACTUAL SERVICES	18,000.00	18,000.00	3,272.29	643.99	18.2
534.200 JANITOR SERVICES	0.00	0.00	2,210.00	390.00	0.0
534.300 ELECTION EXPENSES	5,000.00	5,000.00	4,677.68	0.00	93.6
534.400 ADVERTISING	4,500.00	4,500.00	1,468.18	165.20	32.6
534.500 GENERAL CODE	10,000.00	10,000.00	4,528.68	0.00	45.3
534.600 RECORDS RETENTION	12,000.00	12,000.00	1,282.41	223.95	10.7
540.000 TRAVEL AND TRAINING	0.00	0.00	30.63	0.00	0.0
541.000 COMMUNICATIONS	7,000.00	7,000.00	4,317.39	967.79	61.7
541.100 POSTAGE	3,500.00	3,500.00	1,282.53	150.75	36.6
543.000 UTILITY SERVICES	24,750.00	24,750.00	17,756.09	3,798.33	71.7
545.000 INSURANCE	75,000.00	75,000.00	47,637.50	0.00	63.5
546.000 REPAIR AND MAINTENANCE SERVICE	0.00	0.00	3,215.02	1,232.15	0.0
546.100 REPAIR/MAINTENANCE TOWN HALL	20,000.00	20,000.00	4,942.89	2,434.39	24.7
547.000 PRINTING AND BINDING	1,500.00	1,500.00	665.33	454.36	44.4
549.100 MISC. EXPENSES	0.00	0.00	221.48	221.48	0.0
549.400 BANK AND MERCHANT FEES	0.00	0.00	2,874.39	715.78	0.0
551.000 OFFICE SUPPLIES	4,600.00	4,600.00	3,124.30	970.01	67.9
552.000 OPERATING SUPPLIES	4,600.00	4,600.00	4,730.07	157.27	102.8
552.100 FUEL	0.00	0.00	64.61	0.00	0.0
554.000 DUES & SUBSCRIPTIONS	0.00	0.00	1,559.00	211.00	0.0
562.000 IMPROVEMENTS	83,300.00	83,300.00	0.00	0.00	0.0
564.000 MACHINERY AND EQUIPMENT	0.00	0.00	143.07	0.00	0.0
564.100 COUNTY PARKING EXPENSES	37,995.00	37,995.00	16,225.04	1,642.89	42.7
564.110 TOWN PARKING EXPENSES	9,850.00	9,850.00	0.00	0.00	0.0
564.300 TECHNOLOGY MAINTENANCE	23,000.00	23,000.00	9,491.00	1,462.52	41.3
564.301 TECHNOLOGY CAPITAL OUTLAY	0.00	0.00	2,348.99	0.00	0.0
OTHER GENERAL	344,595.00	344,595.00	138,068.57	15,841.86	40.1
Dept: 521 LAW ENFORCEMENT					
534.700 POLICE PROTECTION	543,480.00	543,480.00	226,449.60	45,289.92	41.7
534.750 POLICE EDUCATION	250.00	250.00	36.00	16.00	14.4
LAW ENFORCEMENT	543,730.00	543,730.00	226,485.60	45,305.92	41.7
Dept: 522 FIRE CONTROL					
534.800 FIRE CONTROL	262,680.00	262,680.00	131,339.24	0.00	50.0
FIRE CONTROL	262,680.00	262,680.00	131,339.24	0.00	50.0
Dept: 524 PROTECTIVE INSPECTIONS					
512.000 REGULAR SALARIES AND WAGES	170,000.00	170,000.00	18,016.94	3,693.11	10.6
521.000 SOCIAL SECURITY TAXES	10,540.00	10,540.00	1,117.04	228.97	10.6
521.100 MEDICARE TAXES	2,465.00	2,465.00	261.25	53.55	10.6
522.000 RETIREMENT CONTRIBUTIONS	20,245.00	20,245.00	3,356.00	380.72	16.6

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

For the Period: 10/1/2022 to 2/28/2023

	Original Budget	Amended Budget	YTD Actual	Current Month	% Budget
523.000 HEALTH INSURANCE	27,500.00	27,500.00	8,468.45	1,480.87	30.8
523.100 LIFE INSURANCE	400.00	400.00	0.00	0.00	0.0
524.000 WORKERS' COMPENSATION	3,000.00	3,000.00	700.00	0.00	23.3
524.310 CODE ENFORCEMENT SO	17,500.00	17,500.00	12,305.10	2,279.20	70.3
531.100 ATTORNEY FEES	10,000.00	10,000.00	0.00	0.00	0.0
534.000 OTHER CONTRACTUAL SERVICES	3,500.00	3,500.00	72,789.88	0.00	2079.7
535.000 BUILDING DEPT EXPENSES	8,000.00	8,000.00	1,790.35	0.00	22.4
540.000 TRAVEL AND TRAINING	5,000.00	5,000.00	0.00	0.00	0.0
547.000 PRINTING AND BINDING	1,080.00	1,080.00	620.27	0.00	57.4
552.300 SAFETY EQUIPMENT	350.00	350.00	0.00	0.00	0.0
554.000 DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	0.00	0.0
564.000 MACHINERY AND EQUIPMENT	35,000.00	35,000.00	0.00	0.00	0.0
564.301 TECHNOLOGY CAPITAL OUTLAY	11,000.00	11,000.00	0.00	0.00	0.0
PROTECTIVE INSPECTIONS	327,080.00	327,080.00	119,425.28	8,116.42	36.5
Dept: 525 EMERGENCY & DISASTER RELIEF					
549.200 EMERGENCY MANAGEMENT	10,000.00	10,000.00	1,019.43	0.00	10.2
EMERGENCY & DISASTER RELIEF	10,000.00	10,000.00	1,019.43	0.00	10.2
Dept: 534 GARBAGE/SOLID WASTE CONTROL					
534.900 GARBAGE AND TRASH	419,075.00	419,075.00	179,889.22	35,752.99	42.9
549.300 COUNTY BILLING COLLECTION FEES	6,500.00	6,500.00	0.00	0.00	0.0
GARBAGE/SOLID WASTE CONTROL	425,575.00	425,575.00	179,889.22	35,752.99	42.3
Dept: 539 OTHER PHYSICAL ENVIRONMENT					
512.000 REGULAR SALARIES AND WAGES	131,935.00	131,935.00	38,437.83	5,200.71	29.1
521.000 SOCIAL SECURITY TAXES	8,180.00	8,180.00	2,383.16	322.44	29.1
521.100 MEDICARE TAXES	1,915.00	1,915.00	557.34	75.43	29.1
522.000 RETIRMENT CONTRIBUTIONS	15,715.00	15,715.00	4,444.15	889.09	28.3
523.000 HEALTH INSURANCE	19,500.00	19,500.00	1,169.51	0.00	6.0
523.100 LIFE INSURANCE	600.00	600.00	0.00	0.00	0.0
524.000 WORKERS' COMPENSATION	11,005.00	11,005.00	4,902.00	0.00	44.5
540.000 TRAVEL AND TRAINING	4,000.00	4,000.00	0.00	0.00	0.0
552.100 FUEL	5,000.00	5,000.00	2,928.69	0.00	58.6
554.000 DUES & SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	0.0
564.000 MACHINERY AND EQUIPMENT	35,000.00	35,000.00	0.00	0.00	0.0
OTHER PHYSICAL ENVIRONMENT	233,850.00	233,850.00	54,822.68	6,487.67	23.4
Dept: 541 ROAD & STREET FACILITIES					
543.100 STREET LIGHTING	83,005.00	83,005.00	34,549.66	0.00	41.6
552.200 ST & HWY MAINT. & REPAIR	10,000.00	10,000.00	123.96	123.96	1.2
ROAD & STREET FACILITIES	93,005.00	93,005.00	34,673.62	123.96	37.3
Dept: 571 LIBRARY					
534.850 PUBLIC LIBRARY	39,000.00	39,000.00	19,083.00	0.00	48.9
LIBRARY	39,000.00	39,000.00	19,083.00	0.00	48.9
Dept: 572 PARKS AND RECREATIONS					
546.200 PARKS GENERAL MAINTENANCE	45,000.00	45,000.00	28,179.83	4,885.52	62.6
562.000 IMPROVEMENTS	113,000.00	113,000.00	0.00	0.00	0.0
PARKS AND RECREATIONS	158,000.00	158,000.00	28,179.83	4,885.52	17.8
Dept: 579 OTHER CULTURE/RECREATION					
548.100 SPECIAL EVENTS	15,000.00	15,000.00	9,399.66	1,191.60	62.7
548.200 HOLIDAY MISCELLANEOUS	35,000.00	35,000.00	29,063.07	0.00	83.0
583.000 CIVIC/YOUTH DONATIONS	2,500.00	2,500.00	2,621.00	0.00	104.8
OTHER CULTURE/RECREATION	52,500.00	52,500.00	41,083.73	1,191.60	78.3
Expenditures	3,223,405.00	3,223,405.00	1,232,713.36	177,572.35	38.2

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

For the Period: 10/1/2022 to 2/28/2023

	Original Budget	Amended Budget	YTD Actual	Current Month	% Budget
Fund: 301 - CAPITAL IMPROVEMENTS FUND					
Revenues					
431.230 ONE CENT SALES TAX	295,000.00	295,000.00	42,270.86	20,813.31	14.3
432.260 LDU	0.00	0.00	7,000.00	7,000.00	0.0
432.270 MULTIMODAL IMPACT FEES	0.00	0.00	2,066.00	2,066.00	0.0
434.392 STORMWATER USER FEE	43,000.00	43,000.00	15,675.71	1,484.95	36.5
436.120 GENERAL INTEREST	5,000.00	5,000.00	39,839.43	9,140.64	796.8
447.004 UTILIZATION OF RESERVES	1,745,300.00	1,745,300.00	0.00	0.00	0.0
Revenues	2,088,300.00	2,088,300.00	106,852.00	40,504.90	5.1
Expenditures					
Dept: 000					
551.531 ENG.FEES/NPDES	30,000.00	30,000.00	9,904.36	7,341.25	33.0
551.533 NPDES ANNUAL REPORT	0.00	0.00	2,422.19	2,422.19	0.0
Dept: 000	30,000.00	30,000.00	12,326.55	9,763.44	41.1
Dept: 519 OTHER GENERAL					
531.300 GRANT WRITING	25,000.00	25,000.00	0.00	0.00	0.0
538.000 STORMWATER ANNUAL FILING	25,000.00	25,000.00	0.00	0.00	0.0
538.100 GRATE MARKERS	1,500.00	1,500.00	0.00	0.00	0.0
538.600 STORMWATER SYSTEM	541,000.00	541,000.00	0.00	0.00	0.0
549.100 MISC. EXPENSES	0.00	0.00	1.28	0.00	0.0
563.000 IMPROVEMENTS OTHER THAN BLDGS	1,158,000.00	1,158,000.00	0.00	0.00	0.0
563.101 BEACH ACCESS	0.00	0.00	118.87	0.00	0.0
563.106 TOWN HALL	0.00	0.00	2,720.27	0.00	0.0
563.108 TOWN PARKING LOT	0.00	0.00	68.64	0.00	0.0
571.000 DEBT SERVICE PRINCIPAL	256,410.00	256,410.00	128,205.13	0.00	50.0
571.100 DEBT SERVICE INTEREST	51,390.00	51,390.00	21,160.05	0.00	41.2
OTHER GENERAL	2,058,300.00	2,058,300.00	152,274.24	0.00	7.4
Dept: 572 PARKS AND RECREATIONS					
546.000 REPAIR AND MAINTENANCE SERVICE	0.00	0.00	15.89	0.00	0.0
546.201 DEL BELLO PARK	0.00	0.00	6,000.00	0.00	0.0
PARKS AND RECREATIONS	0.00	0.00	6,015.89	0.00	0.0
Expenditures	2,088,300.00	2,088,300.00	170,616.68	9,763.44	8.2

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

For the Period: 10/1/2022 to 2/28/2023

Fund: 401 - SEWER FUND

Revenues

Dept: 000

	Original Budget	Amended Budget	YTD Actual	Current Month	% Budget
433.350 ARPA - SLFRF FUNDING	1,148,458.00	1,148,458.00	0.00	0.00	0.0
434.351 SEWER SERVICE	967,402.00	967,402.00	357,432.09	28,333.75	36.9
436.110 INTEREST	1,700.00	1,700.00	19,140.33	4,135.07	1125.9
477.005 TRANSFER FROM SURPLUS	478,110.00	478,110.00	0.00	0.00	0.0

Revenues	2,595,670.00	2,595,670.00	376,572.42	32,468.82	14.5
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Expenditures

Dept: 519 OTHER GENERAL

531.300 GRANT WRITING	25,000.00	25,000.00	0.00	0.00	0.0
541.000 COMMUNICATIONS	3,350.00	3,350.00	1,259.68	0.00	37.6
543.000 UTILITY SERVICES	95,430.00	95,430.00	266,623.40	90,057.59	279.4
546.000 REPAIR AND MAINTENANCE SERVICE	90,280.00	90,280.00	63,289.25	1,212.75	70.1
549.300 COUNTY BILLING COLLECTION FEES	2,975.00	2,975.00	0.00	0.00	0.0
549.400 BANK AND MERCHANT FEES	1,175.00	1,175.00	400.00	80.50	34.0
563.000 IMPROVEMENTS OTHER THAN BLDGS	1,675,400.00	1,675,400.00	0.00	0.00	0.0
564.005 CAPITAL IMPROV. MAJOR REHAB	0.00	0.00	7,128.00	0.00	0.0
591.000 INTERFUND TRANSFER	40,000.00	40,000.00	0.00	0.00	0.0

OTHER GENERAL	1,933,610.00	1,933,610.00	338,700.33	91,350.84	17.5
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Dept: 535 SEWER SERVICES

534.950 TREATMENT COUNTY	662,060.00	662,060.00	75,072.57	0.00	11.3
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SEWER SERVICES	662,060.00	662,060.00	75,072.57	0.00	11.3
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Expenditures	2,595,670.00	2,595,670.00	413,772.90	91,350.84	15.9
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REVENUE / EXPENDITURE REPORT

Town of Redington Shores

* Monthly budget amount is based on 1/12 months and YTD budget amount is based on 42% of fiscal year complete

CY MTD: 2/1/2023 to 2/28/2023

CY YTD: 10/1/2022 to 2/28/2023

	MTD Actual	Monthly Budget	MTD Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
Fund: 001 - GENERAL FUND							
Revenues							
Dept: 000							
431.100 AD VALOREM TAXES	59,778.75	130,170.00	-70,391.25	1,421,011.27	650,850.00	770,161.27	1,562,040.00
431.235 COMMUNICATION SERVICE TAX	7,486.09	6,416.67	1,069.42	21,846.29	32,083.33	-10,237.04	77,000.00
431.240 LOCAL OPTION GAS TAX	2,503.78	2,083.33	420.45	4,901.91	10,416.67	-5,514.76	25,000.00
431.310 ELECTRIC FRANCHISE FEE	20,020.83	18,500.00	1,520.83	93,495.16	92,500.00	995.16	222,000.00
431.330 CLEARWATER GAS FRANCHISE FEE	0.00	666.67	-666.67	4,492.23	3,333.33	1,158.90	8,000.00
431.900 PROPERTY TRANSFER TAX	225.00	254.17	-29.17	800.00	1,270.83	-470.83	3,050.00
432.110 ANNUAL OCCUPATIONAL LICENSE	76.65	1,000.00	-923.35	12,626.28	5,000.00	7,626.28	12,000.00
432.200 BUILDING PERMIT FEES	25,761.97	13,548.33	12,213.64	69,708.11	67,741.67	1,966.44	162,580.00
432.210 PLAN REVIEW FEES	6,983.49	4,008.33	2,975.16	17,078.06	20,041.67	-2,963.61	48,100.00
432.220 FIRE SAFETY	150.00	47.92	102.08	150.00	239.58	-89.58	575.00
432.230 ELECTRICAL FEES AND REFUNDS	3,959.45	2,061.25	1,898.20	9,059.56	10,306.25	-1,246.69	24,735.00
432.240 PLUMBING FEES AND REFUNDS	3,633.78	1,545.83	2,087.95	7,165.78	7,729.17	-563.39	18,550.00
432.250 MECHANICAL FEES AND REFUNDS	2,651.86	1,577.92	1,073.94	6,369.04	7,889.58	-1,520.54	18,935.00
432.290 DBPR SURCHARGES	0.00	20.00	-20.00	271.23	100.00	171.23	240.00
432.990 ZONING/BD ADJ FEES	3,900.00	625.00	3,275.00	9,900.00	3,125.00	6,775.00	7,500.00
433.512 STATE REVENUE SHARING	5,188.75	4,791.67	397.08	26,395.73	23,958.33	2,437.40	57,500.00
433.515 ALCOHOLIC BEVERAGE LICENSES	0.00	200.00	-200.00	3,328.19	1,000.00	2,328.19	2,400.00
433.518 1/2 CENT SALES TAX FUND	17,238.31	13,333.33	3,904.98	46,042.02	66,666.67	-20,624.65	160,000.00
433.519 COUNTY PARKING METERS	9,362.77	8,583.33	779.44	26,189.96	42,916.67	-16,726.71	103,000.00
433.520 TOWN PARKING METERS	4,130.42	2,666.67	1,463.75	9,896.87	13,333.33	-3,436.46	32,000.00
434.341 GARBAGE AND TRASH	11,380.80	32,316.67	-20,935.87	143,009.75	161,583.33	-18,573.58	387,800.00
434.344 CREDIT CARD FEES	337.28	0.00	337.28	1,294.94	0.00	1,294.94	0.00
434.726 PARK RENTAL	0.00	375.00	-375.00	400.00	1,875.00	-1,475.00	4,500.00
434.900 SUPERVISOR OF ELECTIONS	0.00	16.67	-16.67	270.00	83.33	186.67	200.00
435.110 COURT FINE	210.16	0.00	210.16	436.95	0.00	436.95	0.00
435.115 IND SHORES PARKING FINES	0.00	125.00	-125.00	661.00	625.00	36.00	1,500.00
435.130 POLICE EDUCATION	2.00	8.33	-6.33	32.00	41.67	-9.67	100.00
436.120 GENERAL INTEREST	23,828.56	661.67	23,166.89	110,604.75	3,308.33	107,296.42	7,940.00
436.200 SALE OF PROMOTIONAL ITEMS	45.57	0.00	45.57	1,712.38	0.00	1,712.38	0.00
436.210 TOWN HALL RENTAL	0.00	258.33	-258.33	700.00	1,291.67	-591.67	3,100.00
436.900 MISCELLANEOUS INCOME	129.62	0.00	129.62	8,458.12	0.00	8,458.12	0.00
438.210 TRANSFERS FROM SEWER FUND	0.00	3,333.33	-3,333.33	0.00	16,666.67	-16,666.67	40,000.00
447.004 UTILIZATION OF RESERVES	0.00	19,421.67	-19,421.67	0.00	97,108.33	-97,108.33	233,060.00
Revenues	208,985.89	268,617.08	-59,631.19	2,058,307.58	1,343,085.42	715,222.16	3,223,405.00
Expenditures							
Dept: 511 LEGISLATIVE							
511.000 EXECUTIVE SALARIES	3,400.00	3,400.00	0.00	17,000.00	17,000.00	0.00	40,800.00
521.000 SOCIAL SECURITY TAXES	210.80	210.83	0.03	1,054.00	1,054.17	0.17	2,530.00
521.100 MEDICARE TAXES	49.30	49.58	0.28	246.50	247.92	1.42	595.00
522.000 RETIRMENT CONTRIBUTIONS	1,482.00	458.33	-1,023.67	7,410.00	2,291.67	-5,118.33	5,500.00
523.000 HEALTH INSURANCE	3,819.54	3,458.33	-361.21	18,747.42	17,291.67	-1,455.75	41,500.00
523.100 LIFE INSURANCE	0.00	50.00	50.00	0.00	250.00	250.00	600.00
524.000 WORKERS' COMPENSATION	0.00	20.83	20.83	0.00	104.17	104.17	250.00
540.000 TRAVEL AND TRAINING	0.00	625.00	625.00	0.00	3,125.00	3,125.00	7,500.00
554.000 DUES & SUBSCRIPTIONS	0.00	125.00	125.00	350.00	625.00	275.00	1,500.00
LEGISLATIVE	8,961.64	8,397.92	-563.72	44,807.92	41,989.58	-2,818.34	100,775.00
Dept: 512 EXECUTIVE							
512.000 REGULAR SALARIES AND WAGES	22,332.20	25,675.00	3,342.80	111,856.16	128,375.00	16,518.84	308,100.00
521.000 SOCIAL SECURITY TAXES	1,384.61	1,591.67	207.06	6,935.17	7,958.33	1,023.16	19,100.00
521.100 MEDICARE TAXES	323.81	372.08	48.27	1,621.92	1,860.42	238.50	4,465.00
522.000 RETIRMENT CONTRIBUTIONS	8,042.80	3,000.00	-5,042.80	17,531.64	15,000.00	-2,531.64	36,000.00
523.000 HEALTH INSURANCE	2,787.88	3,541.67	753.79	14,026.55	17,708.33	3,681.78	42,500.00
523.100 LIFE INSURANCE	0.00	50.00	50.00	0.00	250.00	250.00	600.00
524.000 WORKERS' COMPENSATION	0.00	45.83	45.83	1,400.00	229.17	-1,170.83	550.00
540.000 TRAVEL AND TRAINING	458.14	625.00	166.86	1,544.63	3,125.00	1,580.37	7,500.00
554.000 DUES & SUBSCRIPTIONS	0.00	375.00	375.00	0.00	1,875.00	1,875.00	4,500.00
EXECUTIVE	35,329.44	35,276.25	-53.19	154,916.07	176,381.25	21,465.18	423,315.00

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

* Monthly budget amount is based on 1/12 months and YTD budget amount is based on 42% of fiscal year complete

CY MTD: 2/1/2023 to 2/28/2023

CY YTD: 10/1/2022 to 2/28/2023

	MTD Actual	Monthly Budget	MTD Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
Dept: 513 FINANCIAL AND ADMINISTRATIVE							
531.100 ATTORNEY FEES	7,398.50	7,083.33	-315.17	17,927.99	35,416.67	17,488.68	85,000.00
532.000 ACCOUNTING AND AUDITING	0.00	2,250.00	2,250.00	0.00	11,250.00	11,250.00	27,000.00
533.000 OTHER ACCOUNTING	8,176.83	4,166.67	-4,010.16	37,091.18	20,833.33	-16,257.85	50,000.00
568.000 COMPUTER EQUIPMENT	0.00	1,500.00	1,500.00	0.00	7,500.00	7,500.00	18,000.00
FINANCIAL AND ADMINISTRATIVE	15,575.33	15,000.00	-575.33	55,019.17	75,000.00	19,980.83	180,000.00
Dept: 515 COMPREHENSIVE PLANNING							
531.200 ENGINEERING FEES	0.00	1,666.67	1,666.67	0.00	8,333.33	8,333.33	20,000.00
534.150 SPECIAL MAGISTRATE	0.00	775.00	775.00	3,900.00	3,875.00	-25.00	9,300.00
COMPREHENSIVE PLANNING	0.00	2,441.67	2,441.67	3,900.00	12,208.33	8,308.33	29,300.00
Dept: 519 OTHER GENERAL							
534.000 OTHER CONTRACTUAL SERVICES	643.99	1,500.00	856.01	3,272.29	7,500.00	4,227.71	18,000.00
534.200 JANITOR SERVICES	390.00	0.00	-390.00	2,210.00	0.00	-2,210.00	0.00
534.300 ELECTION EXPENSES	0.00	416.67	416.67	4,677.68	2,083.33	-2,594.35	5,000.00
534.400 ADVERTISING	165.20	375.00	209.80	1,468.18	1,875.00	406.82	4,500.00
534.500 GENERAL CODE	0.00	833.33	833.33	4,528.68	4,166.67	-362.01	10,000.00
534.600 RECORDS RETENTION	223.95	1,000.00	776.05	1,282.41	5,000.00	3,717.59	12,000.00
540.000 TRAVEL AND TRAINING	0.00	0.00	0.00	30.63	0.00	-30.63	0.00
541.000 COMMUNICATIONS	967.79	583.33	-384.46	4,317.39	2,916.67	-1,400.72	7,000.00
541.100 POSTAGE	150.75	291.67	140.92	1,282.53	1,458.33	175.80	3,500.00
543.000 UTILITY SERVICES	3,798.33	2,062.50	-1,735.83	17,756.09	10,312.50	-7,443.59	24,750.00
545.000 INSURANCE	0.00	6,250.00	6,250.00	47,637.50	31,250.00	-16,387.50	75,000.00
546.000 REPAIR AND MAINTENANCE SERVICE	1,232.15	0.00	-1,232.15	3,215.02	0.00	-3,215.02	0.00
546.100 REPAIR/MAINTENANCE TOWN HALL	2,434.39	1,666.67	-767.72	4,942.89	8,333.33	3,390.44	20,000.00
547.000 PRINTING AND BINDING	454.36	125.00	-329.36	665.33	625.00	-40.33	1,500.00
549.100 MISC. EXPENSES	221.48	0.00	-221.48	221.48	0.00	-221.48	0.00
549.400 BANK AND MERCHANT FEES	715.78	0.00	-715.78	2,874.39	0.00	-2,874.39	0.00
551.000 OFFICE SUPPLIES	970.01	383.33	-586.68	3,124.30	1,916.67	-1,207.63	4,600.00
552.000 OPERATING SUPPLIES	157.27	383.33	226.06	4,730.07	1,916.67	-2,813.40	4,600.00
552.100 FUEL	0.00	0.00	0.00	64.61	0.00	-64.61	0.00
554.000 DUES & SUBSCRIPTIONS	211.00	0.00	-211.00	1,559.00	0.00	-1,559.00	0.00
562.000 IMPROVEMENTS	0.00	6,941.67	6,941.67	0.00	34,708.33	34,708.33	83,300.00
564.000 MACHINERY AND EQUIPMENT	0.00	0.00	0.00	143.07	0.00	-143.07	0.00
564.100 COUNTY PARKING EXPENSES	1,642.89	3,166.25	1,523.36	16,225.04	15,831.25	-393.79	37,995.00
564.110 TOWN PARKING EXPENSES	0.00	820.83	820.83	0.00	4,104.17	4,104.17	9,850.00
564.300 TECHNOLOGY MAINTENANCE	1,462.52	1,916.67	454.15	9,491.00	9,583.33	92.33	23,000.00
564.301 TECHNOLOGY CAPITAL OUTLAY	0.00	0.00	0.00	2,348.99	0.00	-2,348.99	0.00
OTHER GENERAL	15,841.86	28,716.25	12,874.39	138,068.57	143,581.25	5,512.68	344,595.00
Dept: 521 LAW ENFORCEMENT							
534.700 POLICE PROTECTION	45,289.92	45,290.00	0.08	226,449.60	226,450.00	0.40	543,480.00
534.750 POLICE EDUCATION	16.00	20.83	4.83	36.00	104.17	68.17	250.00
LAW ENFORCEMENT	45,305.92	45,310.83	4.91	226,485.60	226,554.17	68.57	543,730.00
Dept: 522 FIRE CONTROL							
534.800 FIRE CONTROL	0.00	21,890.00	21,890.00	131,339.24	109,450.00	-21,889.24	262,680.00
FIRE CONTROL	0.00	21,890.00	21,890.00	131,339.24	109,450.00	-21,889.24	262,680.00
Dept: 524 PROTECTIVE INSPECTIONS							
512.000 REGULAR SALARIES AND WAGES	3,693.11	14,166.67	10,473.56	18,016.94	70,833.33	52,816.39	170,000.00
521.000 SOCIAL SECURITY TAXES	228.97	878.33	649.36	1,117.04	4,391.67	3,274.63	10,540.00
521.100 MEDICARE TAXES	53.55	205.42	151.87	261.25	1,027.08	765.83	2,465.00
522.000 RETIRMENT CONTRIBUTIONS	380.72	1,687.08	1,306.36	3,356.00	8,435.42	5,079.42	20,245.00
523.000 HEALTH INSURANCE	1,480.87	2,291.67	810.80	8,468.45	11,458.33	2,989.88	27,500.00
523.100 LIFE INSURANCE	0.00	33.33	33.33	0.00	166.67	166.67	400.00
524.000 WORKERS' COMPENSATION	0.00	250.00	250.00	700.00	1,250.00	550.00	3,000.00
524.310 CODE ENFORCEMENT SO	2,279.20	1,458.33	-820.87	12,305.10	7,291.67	-5,013.43	17,500.00

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

* Monthly budget amount is based on 1/12 months and YTD budget amount is based on 42% of fiscal year complete

CY MTD: 2/1/2023 to 2/28/2023

CY YTD: 10/1/2022 to 2/28/2023

	MTD Actual	Monthly Budget	MTD Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
531.100 ATTORNEY FEES	0.00	833.33	833.33	0.00	4,166.67	4,166.67	10,000.00
534.000 OTHER CONTRACTUAL SERVICES	0.00	291.67	291.67	72,789.88	1,458.33	-71,331.55	3,500.00
535.000 BUILDING DEPT EXPENSES	0.00	666.67	666.67	1,790.35	3,333.33	1,542.98	8,000.00
540.000 TRAVEL AND TRAINING	0.00	416.67	416.67	0.00	2,083.33	2,083.33	5,000.00
547.000 PRINTING AND BINDING	0.00	90.00	90.00	620.27	450.00	-170.27	1,080.00
552.300 SAFETY EQUIPMENT	0.00	29.17	29.17	0.00	145.83	145.83	350.00
554.000 DUES & SUBSCRIPTIONS	0.00	125.00	125.00	0.00	625.00	625.00	1,500.00
564.000 MACHINERY AND EQUIPMENT	0.00	2,916.67	2,916.67	0.00	14,583.33	14,583.33	35,000.00
564.301 TECHNOLOGY CAPITAL OUTLAY	0.00	916.67	916.67	0.00	4,583.33	4,583.33	11,000.00
PROTECTIVE INSPECTIONS	8,116.42	27,256.67	19,140.25	119,425.28	136,283.33	16,858.05	327,080.00
Dept: 525 EMERGENCY & DISASTER RELIEF							
549.200 EMERGENCY MANAGEMENT	0.00	833.33	833.33	1,019.43	4,166.67	3,147.24	10,000.00
EMERGENCY & DISASTER RELIEF	0.00	833.33	833.33	1,019.43	4,166.67	3,147.24	10,000.00
Dept: 534 GARBAGE/SOLID WASTE CONTROL							
534.900 GARBAGE AND TRASH	35,752.99	34,922.92	-830.07	179,889.22	174,614.58	-5,274.64	419,075.00
549.300 COUNTY BILLING COLLECTION FEES	0.00	541.67	541.67	0.00	2,708.33	2,708.33	6,500.00
GARBAGE/SOLID WASTE CONTROL	35,752.99	35,464.58	-288.41	179,889.22	177,322.92	-2,566.30	425,575.00
Dept: 539 OTHER PHYSICAL ENVIRONMENT							
512.000 REGULAR SALARIES AND WAGES	5,200.71	10,994.58	5,793.87	38,437.83	54,972.92	16,535.09	131,935.00
521.000 SOCIAL SECURITY TAXES	322.44	681.67	359.23	2,383.16	3,408.33	1,025.17	8,180.00
521.100 MEDICARE TAXES	75.43	159.58	84.15	557.34	797.92	240.58	1,915.00
522.000 RETIRMENT CONTRIBUTIONS	889.09	1,309.58	420.49	4,444.15	6,547.92	2,103.77	15,715.00
523.000 HEALTH INSURANCE	0.00	1,625.00	1,625.00	1,169.51	8,125.00	6,955.49	19,500.00
523.100 LIFE INSURANCE	0.00	50.00	50.00	0.00	250.00	250.00	600.00
524.000 WORKERS' COMPENSATION	0.00	917.08	917.08	4,902.00	4,585.42	-316.58	11,005.00
540.000 TRAVEL AND TRAINING	0.00	333.33	333.33	0.00	1,666.67	1,666.67	4,000.00
552.100 FUEL	0.00	416.67	416.67	2,928.69	2,083.33	-845.36	5,000.00
554.000 DUES & SUBSCRIPTIONS	0.00	83.33	83.33	0.00	416.67	416.67	1,000.00
564.000 MACHINERY AND EQUIPMENT	0.00	2,916.67	2,916.67	0.00	14,583.33	14,583.33	35,000.00
OTHER PHYSICAL ENVIRONMENT	6,487.67	19,487.50	12,999.83	54,822.68	97,437.50	42,614.82	233,850.00
Dept: 541 ROAD & STREET FACILITIES							
543.100 STREET LIGHTING	0.00	6,917.08	6,917.08	34,549.66	34,585.42	35.76	83,005.00
552.200 ST & HWY MAINT. & REPAIR	123.96	833.33	709.37	123.96	4,166.67	4,042.71	10,000.00
ROAD & STREET FACILITIES	123.96	7,750.42	7,626.46	34,673.62	38,752.08	4,078.46	93,005.00
Dept: 571 LIBRARY							
534.850 PUBLIC LIBRARY	0.00	3,250.00	3,250.00	19,083.00	16,250.00	-2,833.00	39,000.00
LIBRARY	0.00	3,250.00	3,250.00	19,083.00	16,250.00	-2,833.00	39,000.00
Dept: 572 PARKS AND RECREATIONS							
546.200 PARKS GENERAL MAINTENANCE	4,885.52	3,750.00	-1,135.52	28,179.83	18,750.00	-9,429.83	45,000.00
562.000 IMPROVEMENTS	0.00	9,416.67	9,416.67	0.00	47,083.33	47,083.33	113,000.00
PARKS AND RECREATIONS	4,885.52	13,166.67	8,281.15	28,179.83	65,833.33	37,653.50	158,000.00
Dept: 579 OTHER CULTURE/RECREATION							
548.100 SPECIAL EVENTS	1,191.60	1,250.00	58.40	9,399.66	6,250.00	-3,149.66	15,000.00
548.200 HOLIDAY MISCELLANEOUS	0.00	2,916.67	2,916.67	29,063.07	14,583.33	-14,479.74	35,000.00
583.000 CIVIC/YOUTH DONATIONS	0.00	208.33	208.33	2,621.00	1,041.67	-1,579.33	2,500.00
OTHER CULTURE/RECREATION	1,191.60	4,375.00	3,183.40	41,083.73	21,875.00	-19,208.73	52,500.00
Expenditures	177,572.35	268,617.08	91,044.73	1,232,713.36	1,343,085.42	110,372.06	3,223,405.00

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

* Monthly budget amount is based on 1/12 months and YTD budget amount is based on 42% of fiscal year complete

CY MTD: 2/1/2023 to 2/28/2023

CY YTD: 10/1/2022 to 2/28/2023

	MTD Actual	Monthly Budget	MTD Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
Fund: 301 - CAPITAL IMPROVEMENTS FUND							
Revenues							
431.230 ONE CENT SALES TAX	20,813.31	24,583.33	-3,770.02	42,270.86	122,916.67	-80,645.81	295,000.00
432.260 LDU	7,000.00	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00
432.270 MULTIMODAL IMPACT FEES	2,066.00	0.00	2,066.00	2,066.00	0.00	2,066.00	0.00
434.392 STORMWATER USER FEE	1,484.95	3,583.33	-2,098.38	15,675.71	17,916.67	-2,240.96	43,000.00
436.120 GENERAL INTEREST	9,140.64	416.67	8,723.97	39,839.43	2,083.33	37,756.10	5,000.00
447.004 UTILIZATION OF RESERVES	0.00	145,441.67	-145,441.67	0.00	727,208.33	-727,208.33	1,745,300.00
Revenues	40,504.90	174,025.00	-133,520.10	106,852.00	870,125.00	-763,273.00	2,088,300.00
Expenditures							
Dept: 000							
551.531 ENG.FEES/NPDES	7,341.25	2,500.00	-4,841.25	9,904.36	12,500.00	2,595.64	30,000.00
551.533 NPDES ANNUAL REPORT	2,422.19	0.00	-2,422.19	2,422.19	0.00	-2,422.19	0.00
Dept: 000	9,763.44	2,500.00	-7,263.44	12,326.55	12,500.00	173.45	30,000.00
Dept: 519 OTHER GENERAL							
531.300 GRANT WRITING	0.00	2,083.33	2,083.33	0.00	10,416.67	10,416.67	25,000.00
538.000 STORMWATER ANNUAL FILING	0.00	2,083.33	2,083.33	0.00	10,416.67	10,416.67	25,000.00
538.100 GRATE MARKERS	0.00	125.00	125.00	0.00	625.00	625.00	1,500.00
538.600 STORMWATER SYSTEM	0.00	45,083.33	45,083.33	0.00	225,416.67	225,416.67	541,000.00
549.100 MISC. EXPENSES	0.00	0.00	0.00	1.28	0.00	-1.28	0.00
563.000 IMROVEMENTS OTHER THAN BLDGS	0.00	96,500.00	96,500.00	0.00	482,500.00	482,500.00	1,158,000.00
563.101 BEACH ACCESS	0.00	0.00	0.00	118.87	0.00	-118.87	0.00
563.106 TOWN HALL	0.00	0.00	0.00	2,720.27	0.00	-2,720.27	0.00
563.108 TOWN PARKING LOT	0.00	0.00	0.00	68.64	0.00	-68.64	0.00
571.000 DEBT SERVICE PRINCIPAL	0.00	21,367.50	21,367.50	128,205.13	106,837.50	-21,367.63	256,410.00
571.100 DEBT SERVICE INTEREST	0.00	4,282.50	4,282.50	21,160.05	21,412.50	252.45	51,390.00
OTHER GENERAL	0.00	171,525.00	171,525.00	152,274.24	857,625.00	705,350.76	2,058,300.00
Dept: 572 PARKS AND RECREATIONS							
546.000 REPAIR AND MAINTENANCE SERVICE	0.00	0.00	0.00	15.89	0.00	-15.89	0.00
546.201 DEL BELLO PARK	0.00	0.00	0.00	6,000.00	0.00	-6,000.00	0.00
546.204 NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS AND RECREATIONS	0.00	0.00	0.00	6,015.89	0.00	-6,015.89	0.00
Expenditures	9,763.44	174,025.00	164,261.56	170,616.68	870,125.00	699,508.32	2,088,300.00

REVENUE / EXPENDITURE REPORT

Town of Redington Shores

* Monthly budget amount is based on 1/12 months and YTD budget amount is based on 42% of fiscal year complete

CY MTD: 2/1/2023 to 2/28/2023

CY YTD: 10/1/2022 to 2/28/2023

	MTD Actual	Monthly Budget	MTD Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
Fund: 401 - SEWER FUND							
Revenues							
433.350 ARPA - SLFRF FUNDING	0.00	95,704.83	-95,704.83	0.00	478,524.17	-478,524.17	1,148,458.00
434.351 SEWER SERVICE	28,333.75	80,616.83	-52,283.08	357,432.09	403,084.17	-45,652.08	967,402.00
436.110 INTEREST	4,135.07	141.67	3,993.40	19,140.33	708.33	18,432.00	1,700.00
477.005 TRANSFER FROM SURPLUS	0.00	39,842.50	-39,842.50	0.00	199,212.50	-199,212.50	478,110.00
Revenues	32,468.82	216,305.83	-183,837.01	376,572.42	1,081,529.17	-704,956.75	2,595,670.00
Expenditures							
Dept: 519 OTHER GENERAL							
531.300 GRANT WRITING	0.00	2,083.33	2,083.33	0.00	10,416.67	10,416.67	25,000.00
541.000 COMMUNICATIONS	0.00	279.17	279.17	1,259.68	1,395.83	136.15	3,350.00
543.000 UTILITY SERVICES	90,057.59	7,952.50	-82,105.09	266,623.40	39,762.50	-226,860.90	95,430.00
546.000 REPAIR AND MAINTENANCE SERVICE	1,212.75	7,523.33	6,310.58	63,289.25	37,616.67	-25,672.58	90,280.00
549.300 COUNTY BILLING COLLECTION FEES	0.00	247.92	247.92	0.00	1,239.58	1,239.58	2,975.00
549.400 BANK AND MERCHANT FEES	80.50	97.92	17.42	400.00	489.58	89.58	1,175.00
563.000 IMPROVEMENTS OTHER THAN BLDGS	0.00	139,616.67	139,616.67	0.00	698,083.33	698,083.33	1,675,400.00
564.005 CAPITAL IMPROV. MAJOR REHAB	0.00	0.00	0.00	7,128.00	0.00	-7,128.00	0.00
591.000 INTERFUND TRANSFER	0.00	3,333.33	3,333.33	0.00	16,666.67	16,666.67	40,000.00
OTHER GENERAL	91,350.84	161,134.17	69,783.33	338,700.33	805,670.83	466,970.50	1,933,610.00
Dept: 535 SEWER SERVICES							
534.950 TREATMENT COUNTY	0.00	55,171.67	55,171.67	75,072.57	275,858.33	200,785.76	662,060.00
SEWER SERVICES	0.00	55,171.67	55,171.67	75,072.57	275,858.33	200,785.76	662,060.00
Expenditures	91,350.84	216,305.83	124,954.99	413,772.90	1,081,529.17	667,756.27	2,595,670.00



Completion Report Sheet

PROJECT: Town of Redington Shores

LOCATION: Redington Shores, FL

CUSTOMER: Miller Pipeline Project number CP628

GUSC JOB NO.: 23-006

DATE: 4/6/2023

Repair Date	Location	Upstream MH#	Downstream MH#	Pipe Size	Material	Plan Length	Confirmed Length	Laterals	Line?	Protruding Laterals Cut	Barnacle Removal	Mechanical Cleaning	Light Cleaning	Repair	Comments
	Long Point Dr/1st St E	CB	Seawall	10/12	RCP	120			Yes		60			Need to remove large concrete buildup approx. 10' from catch basin.	Heavy barnacle buildup for last 60'. Appears to be 10" at sea wall.
	17139 17741 Long Point Dr	CB	CB	8	PVC	57								Separated joint @ 25' & 37' w/buildup. CIPP sectionals. Concret buildup at downstream end needs to be removed.	Concret buildup at downstream end needs to be removed. Material change to RCP @ 4.5' w/concrete buildup. Roots in joints. Concrete @ 53'. Pipe changes to smaller diameter at seawall w/large concrete buildup
	17605 1st St E	CB	Seawall	12	PVC	99			Yes					Repair at seawall	Separated joint at DS end. Heavy concrete buildup for last 8' @ DS end. May need repair.
	17727 1st St E	CB	CB	12	RCP	38								8' at DS end	
	180th Ave E - 4th St to 425 180th	CB	CB	12	HDPE	69			Yes					Break @ 63' w/sand intrusion. Line after repair	Splits in pipe in multiple locations
	309 180th Ave E	CB	Seawall	8	PVC	??								Pipe broken @ 7.5'. Pipe bored through @ approx. 28'	Diameter reduces to 6" @ 18'
	623 to 835 180th Ave E	CB	CB	15	HDPE	89			Yes					Pipe broken @ 48' w/sand intrusion. Line after repair.	
COMPLETED 3/28/2023	844 to 852 180th Ave E	CB	CB	12	HDPE	??			Yes					Pipe broken @ 29'. Pipe broken @ 198'. Line after repair.	REPAIR COMPLETED 198' -(29 in driveway. Revisit
	512 to 400 182nd Ave E	CB	CB	12	RCP/HDPE	259			Yes					Pipe broken @ 232'. 2" conduit can be seen outside of hole. 1" pipe bored through @ 236'. Line after repairs.	Split @ 137'
	5th St to 504 1082nd St E	CB	CB	12	HDPE	80			Yes					Pipe broken @ 24'. Line after repair.	
	514 to 576 182nd Ave E	CB	CB	12	HDPE	133								Pipe broken w/sand intrusion @ 129'	Splits w/infiltration
	17744 Wall Cir(reverse)	CB	Seawall	8	VCP	??								Large offset w/soil visible.	
	17711 Wall Cir	CB	Seawall	12	PVC	86								Post or downspout through pipe @ 21'	
	17711 to 17715 Wall Cir	CB	CB	12	PVC	??								water/sprinkler line bored in pipe @ 33'	
	317 176th Ave E	CB	Seawall	12	PVC/RCP	107			Yes					Offset near CB material change to RCP. Line after offset repair.	Evidence of infiltration throughout
COMPLETED 3/20/2023	137 to 115 174th Terr	CB	CB	12	HDPE	180			Yes					Broken pipe w/roots @ 93'. Line after repair	93' REPAIR COMPLETED Splits throughout.
	143 to 141 174th Terr	CB	CB	12	HDPE	86			Yes					Broken pipe @ 55' & 57' w/soil visible. Line after repair.	
COMPLETED 3/13/2023	165 174th Terr	CB	MH	11	HDPE	45			Yes					Broken pipe w/soil visible @ 3'. Pipe split 3' to 20'. Line after repair.	2 REPAIRS COMPLETED FOR SEGMENT
COMPLETED 3/15/2023	166 174th Terr	CB	MH	12	HDPE	46			Yes					Broken pipe w/soil visible @ 3'. Pipe split 3' to 20'. Line after repair.	2 REPAIRS COMPLETED FOR SEGMENT
COMPLETED 3/21/2023	145A to 111 174th Ave E	CB	CB	12	HDPE	204			Yes					Post through pipe @ 12'. Line after repair.	12' REPAIR COMPLETED - Hole @ 132', 144'
COMPLETED 3/22/2023	165 to 201 174th Ave E	CB	CB	12	HDPE	195			Yes					Broken pipe protruding in @ 140'. Line after repair	140' REPAIR COMPLETED Splits throughout
	17460 1st St E	CB	Seawall	8	PVC	85								Fence post or downspout protruding into pipe @ 31'. Separated joint w/soil visible @ 60'	
Scheduled 4-17-23	128 Atoll to 17822 Lee Ave	CB	CB	18	RCP	178								8" clay pipe bored through @ 90'	
Scheduled 4-19-23	17817 Lee Ave to 125 178th Ave W	CB	CB	12	HDPE	196			Yes					Large sag and split pipe 85-91'. Line after repair	
Scheduled 4-20-23	17819 to 17822 Lee Ave	CB	CB	12	HDPE	65								Pipe bore through @ 65'	
Scheduled 4-20-23	17819 to 17822 Lee Ave	CB	CB	12	HDPE	16								Pipe bore through @ 16'. Line after repair	
Scheduled 4-24-23	17819 to 17817 Lee Ave	CB	CB	12	HDPE	78								Broken pipe @ 72' w/soil visible. Line after repair.	
	128 Atoll	CB	CB	18	RCP	119								Clay pipe bored through @ 108'	Concret buildup
	17702 Gulf Blvd to the south	CB	CB	18	RCP	22								Broken pipe @ 4'. Unknown structure built into pipe.	
COMPLETED 3/27/2023	853 180th up to 852 180th	CB	CB	12	HDPE	??								Pipe collapsed @ 9.5'	9.5-14.5 Repair Completed
	326 to 322 176th Ave	CB	CB	6	VCP	??								Offset/broken pipe @ 51'.	
	228 Wall St to the west	CB	CB	8	PVC/VCP	??								Bore @ approx. 23'. Suggest replacing clay.	Needs root removal.
	182nd St E & 1st St	CB	Seawall	12	HDPE	150								PVC tap at 67'. Unkown where ls comes from	



CITY OF MADEIRA BEACH
250 MUNICIPAL DRIVE · MADEIRA BEACH, FLORIDA 33708

April 5, 2023

Mayor MaryBeth Henderson
 Town of Redington Shores
 17425 Gulf Blvd.
 Redington Shores, FL 33708

Dear Mayor Henderson,

For your review and consideration is the monthly report for March 2023.

SINGLE DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF SINGLE UNIT CALLS
Medical Incident	1	0	14	15
Fire Alarm	0	3	0	3
Fire Incident Response	0	1	0	1
Special	0	1	0	1
TOTAL				20

MULTI-DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF MULTI UNIT CALLS
Rescue Incident Response	0	1	1	1
TOTAL				1

GRAND TOTALS

	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL
TOTAL RESPONSES BY DEPARTMENT	1	6	15	22
TOTAL EMERGENCY CALLS				21

If we may be of further assistance, please feel free to call our office.

Sincerely,
Trish Eaton
 Assistant to the Fire Chief



4121 St Lawrence Dr
New Port Richey, FL 34653

o: 727.372.5164
miriam.tucker@duke-energy.com

April 1, 2023

MaryBeth Henderson
Town of Redington Shores
17425 Gulf Blvd
Redington Shores, FL 33708

RE: *Binding cost estimate to west side of Gulf Blvd – From 174th Avenue East to 183rd Terrace Drive*

Dear Ms. Henderson:

Thank you for submitting your request to Duke Energy. The purpose of this proposal is to provide a binding cost estimate for the area you have identified. The effective date of this proposal is April 1, 2023. This cost estimate is based on current labor and material rates and is valid for 180 days. Requests beyond that period will require review and adjustments as needed.

Project Scope

Underground the existing Duke Energy electrical facilities on the west side of Gulf Blvd within the town limits from 174th Ave E to 183rd Terrace Dr. Town of Redington Shores to install all conduit and associated material, including pull boxes, for the new underground. Duke Energy to provide all material associated to conduit installation. Details to be provided on Schedule 1 of the Agreement.

Binding Cost Estimate

The binding cost estimate for the area identified above is: \$ 1,597,715.54

Proposal Assumptions

Below is a non-inclusive list of assumptions used in calculating this estimate:

- The Town of Redington Shores to install conduit and associated material, including pull boxes, for Duke Energy Florida, LLC. Requirements that must be met for conduit/box installation will be provided prior to starting construction.
- All underground facilities to be located in private property easements, not in the right of way. Easements to be obtained by customer at no cost to Duke Energy.
- Does not include cost to underground joint users, such as telephone and cable television.
- Does not include cost for restoration of any street, right of way, easement, private property or pavement reconstruction that may be necessary as a result of the construction. This cost only includes the backfilling the affected area to safe condition.
- Does not include costs associated with new streetlights.
- Does not include cost to replace existing meter can to accept new underground service.
- Does not include any survey work that may be required to identify right of way and easements.
- Duke Energy's design does not guarantee construction feasibility in the field until a constructability review is completed.



4121 St Lawrence Dr
New Port Richey, FL 34653

o: 727.372.5164
miriam.tucker@duke-energy.com

Next Steps

Following is a high-level list of next steps if you wish to proceed with this project.

	Task	Responsible Party
1	Gather cost estimates from all other joint utilities (Telephone, cable television, etc...)	Applicant
2	Obtain easements to install facilities and locate equipment	Applicant with support from Duke Energy
3	Coordinate customer obligations and possible outages	Applicant with support from Duke Energy
4	Sign and approve agreements required by Duke Energy. Provide payment to Duke Energy prior to construction start.	Applicant
5	Schedule and complete conversion	Duke Energy / Other utilities

Enclosed is a copy of the Duke Energy Tariff that applies to these types of projects as well as a copy of the "Underground Conversion Agreement Based on a Binding Cost Estimate" contract that will need to be approved and signed by all parties should you decided to proceed. Also enclosed is a breakdown of the facility charges per the Duke Energy Tariff for your reference.

If you would like to proceed with this project, please contact me at the email address above. We appreciate your business and look forward to providing you with excellent customer service.

Sincerely,

Miriam Tucker

Miriam Tucker
Project Manager
Customer Delivery

Enclosures



Facility Charges per Tariff Section 12.05(2)

Project Name	Redington Shores - Gulf Blvd - West Side
Location	Redington Shores
Substation	Oakhurst - J226
Date	4/1/2023

	Oct '22 Tariff
a) Remaining Net Book Value	\$ -
Of existing overhead facilities to be removed*	
b) Removal Cost	\$ -
Of existing overhead facilities*	
c) Salvage Value	\$ -
Of existing overhead facilities*	
d) Construction Cost of Underground	\$ 2,795,316.13
Estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers	
e) Construction Cost of Overhead	\$ (1,018,778.75)
Estimated construction cost of overhead facilities including overhead service drops to customers' meters	
f) Cost Estimate Fee	\$ (5,295.00)
Qualifying binding cost estimate fee	
g) Lifecycle Operations Costs	\$ (173,526.84)
The net present value of the lifecycle operational costs differential including storm restoration	
Total Charges	\$ 1,597,715.54

Total credits applied to project: \$ (1,197,600.59)

** In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.*



PART XII

CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES

12.01 DEFINITIONS:

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Duke Energy Florida, LLC
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:

- (1) Application:

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.

- (2) Applicant Request:

An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:

- (a) the area(s) being sought to be undergrounded;
- (b) a list of all electric customers affected;
- (c) an estimated time frame for undergrounding to be accomplished;
- (d) details of any construction by the Applicant; and
- (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

(Continued on Next Page)



12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(B) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:

- (1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

- (2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

(Continued on Next Page)

12.05 CONSTRUCTION CONTRACT:**(1) GENERAL:**

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge = a) Remaining net book value of existing overhead facilities to be removed*;
plus, b) removal cost of existing overhead facilities*;
minus, c) salvage value of existing overhead facilities*;
plus, d) estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
minus, e) estimated construction cost of overhead facilities including overhead service drops to customers' meters;
minus, f) qualifying binding cost estimate fee.
plus/minus, g) the net present value of the lifecycle operational costs differential including storm restoration.

* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at Applicant's sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be added to the original binding estimate.

(Continued on Next Page)

(4) OTHER TERMS AND CONDITIONS**(a) Easements:**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in Applicant's employ, but also to Applicant's subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

(Continued on Next Page)



UNDERGROUND CONVERSION AGREEMENT BASED ON A BINDING COST ESTIMATE

THIS UNDERGROUND CONVERSION AGREEMENT (the "Agreement") entered into this _____ day of _____, _____ (the "Effective Date") by and between Duke Energy Florida, LLC, d/b/a Duke Energy ("DE") and _____ (the "Applicant"). DE and the Applicant shall be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Applicant desires to have DE relocate and replace certain of its existing overhead distribution lines and related facilities with new underground distribution lines and related facilities, all as noted in the Work Request, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, DE is willing to relocate and replace the aforesaid existing overhead facilities with the new facilities set forth in the attached Work Request ("Facilities") at the locations set forth more specifically in the attached Work Request ("Cable Route"); and

WHEREAS, Applicant has paid a deposit in the amount of \$ _____ ("Deposit") and requested a binding estimate ("Binding Cost Estimate") of the total cost it will be responsible to pay DE for the Relocation Work (as that term is defined below); and

WHEREAS, DE has provided Applicant with the Binding Cost Estimate (in the amount referenced in Article 7 below) and in consideration of DE's performance of the Relocation Work, Applicant agrees to pay DE the Binding Cost Estimate as it may be adjusted in accordance with the terms of this Agreement below;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, DE and the Applicant hereby agree as follows:

ARTICLE 1. RECITALS

The foregoing recitals are true and correct and are a part of this Agreement.

ARTICLE 2. DEFINITIONS

"Additional Work"- Shall mean the additional work to be performed by DE with respect to this underground conversion project beyond the Relocation Work, as said Additional Work may be authorized by the Parties in accordance with the terms of this Agreement.

"Additional Binding Cost Estimate"- Shall have the meaning given to it in Article 9 of this Agreement.

"Additional Deposit"- Shall have the meaning given to it in Article 9 of this Agreement.

"Agreement"- Shall mean this Underground Conversion Agreement entered into between the Parties.

"Applicant"- Shall mean the counter party to DE under this Agreement as noted in the above first paragraph of this Agreement.

"Applicant Delay"- Shall have the meaning given to it in Article 8 of this Agreement.

"Binding Cost Estimate"- Shall have the meaning given to it in the recitals above and in Article 7 of this Agreement.

"Cable Route"- Shall have the meaning given to it in the recitals above.

"CPR"- Shall have the meaning given to it in Article 17 of this Agreement.

"Deposit"- shall have the meaning given to it in the recitals above.

"Effective Date"- Shall be the date entered in the above first paragraph of this Agreement.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

“Facilities”- Shall mean the facilities specifically described and detailed in the Work Request.

“Final Price”- Shall have the meaning given to it in Article 7 of this Agreement.

“Final Statement”- Shall have the meaning given to it in Article 7 of this Agreement.

“Force Majeure”- Shall have the meaning given to it in Article 14 of this Agreement.

“Notice to Proceed”- Shall mean duly authorized and executed written notice given by the Applicant to DE requesting DE to proceed with the Relocation Work (or Additional Work, if any) under the terms and conditions of this Agreement.

“Party”- Shall mean any single party to this Agreement.

“Parties”- Shall mean both parties to this Agreement.

“DE”- Shall mean Duke Energy Florida, LLC.

“Relocation Work”- Shall mean only that work which is specifically described and detailed in the Work Request and Article 4 of this Agreement.

“Work”- Shall mean the Relocation Work and the Additional Work.

“Work Request”- Shall mean the documents attached to this Agreement as Exhibit A.

ARTICLE 3. CONDITIONS PRECEDENT

3.1 Notwithstanding any other provision hereof to the contrary, this Agreement and the rights and obligations of the Parties set forth herein are expressly subject to and contingent upon:

- A. Applicant securing all required easements and rights-of-way for the performance of the Relocation Work;
- B. Applicant receiving funding adequate for the payment of all costs and expenses that will be due and owing by Applicant to DE under this Agreement, and the Applicant providing reasonable evidence to DE that Applicant has received or otherwise secured such funding;
- C. The issuance by governmental agencies of all required permits and approvals necessary for the performance by both Parties under this Agreement;
- D. Applicant paying DE all funds that are required by this Agreement to be paid prior to DE beginning the Relocation Work; and
- E. Applicant obtaining written confirmation from all affected DE customers agreeing to accept underground service upon customer’s property.

3.2 In the event the conditions in this Article have not been fulfilled or satisfied within ___ days of the Effective Date of this Agreement, either Party may terminate this Agreement upon written notice to the other Party with no obligation or liability under this Agreement to the other Party resulting from such termination (other than DE’s right to retain the Deposit), or the Parties may mutually agree upon an extension of time within which such conditions may be met. Notwithstanding anything herein to the contrary, DE shall not be required to proceed with the Relocation Work unless and until the above noted conditions precedent have been satisfied or mutually waived in writing by the Parties. Further, notwithstanding anything herein to the contrary, it is the intention of the Parties that the provisions of this Article 3 also shall apply to any Additional Work, so that the Parties’ rights and obligations with respect to any such Additional Work is expressly subject to and contingent upon the satisfaction of the conditions set forth above within ___ days of the date of the amendment authorizing such Additional Work, and failing which either Party may terminate the subject amendment upon written notice to the other Party with no obligation or liability under this Agreement or that amendment to the other Party resulting from such termination (other than DE’s right to retain the Additional Deposit, if any), or the Parties may mutually agree upon an extension of the time within which such conditions may be met.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

ARTICLE 4. DE'S SCOPE OF WORK

4.1 In consideration of the payments by Applicant of the amounts set forth in Article 7 below, DE shall provide (except to the extent excluded in the Work Request) the following as part of the Relocation Work:

A. Dismantle and at DE's discretion salvage or dispose of existing overhead distribution lines and facilities which will be replaced by the Facilities;

B. Design, permit, install and test the Facilities within the designated locations in the Cable Route;

C. Install, by directional bore, open-trench or such other means or methods as DE may determine in its sole discretion, all new primary and secondary cable, wire, conduit and appurtenances;

D. Perform all Relocation Work in accordance with applicable laws, including locating, positioning and installing (at DE's sole discretion) switchgear, pad-mounted transformers, service pedestals, pull boxes, and other related distribution equipment in accordance with the National Electrical Safety Code and other applicable industry standards, if any;

E. Modify existing DE distribution facilities located outside the Cable Route boundary as determined by DE in its sole discretion for connection to the Facilities;

F. To the extent authorized in the Work Request and to the extent the Applicant has obtained the necessary consents of the residential service users to the conversion, coordinate with such users and convert affected residential service laterals from overhead to underground;

G. Procure and maintain such insurance as DE may determine in its sole discretion is appropriate to cover property damage, personal injury and general liability of DE and its contractors, if any, arising out of or relating to their performance of the Relocation Work;

H. Provide reasonable notice to DE's customers regarding planned interruptions of electric service occasioned by the Relocation Work; and,

I. Maintain a safe work site in compliance with applicable laws, rules and safety standards pertaining to installation of the Facilities.

4.2 The above noted provisions also shall apply to and be deemed a part of any Additional Work hereafter authorized by the Parties in accordance with the terms set forth herein, except to the extent otherwise expressly noted in the applicable amendment.

ARTICLE 5. APPLICANT'S RESPONSIBILITIES

The following are Applicant's responsibilities, to be provided or satisfied by Applicant at no cost to DE:

A. Within _____ days of the Effective Date, Applicant shall provide a Notice to Proceed for the Relocation Work to DE, and shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the Relocation Work and the delivery of utility services thereafter by DE. Subject to the other terms of this Agreement, upon receipt of the Notice to Proceed, DE shall commence with the performance of the Relocation Work. DE shall notify Applicant, in writing, when DE believes it has received all necessary easements and rights-of-way for the Relocation Work to be obtained and provided by Applicant;

B. With respect to any Additional Work authorized by the Parties in accordance with the terms set forth herein, each amendment authorizing any such Additional Work shall address the date by when Applicant is to provide a Notice to Proceed for the subject Additional Work, as well as the date by when Applicant shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the subject Additional Work and the delivery of utility services thereafter by DE. DE shall notify Applicant in writing when DE believes it has received all necessary easements and rights-of-way for the subject Additional Work to be obtained and provided by Applicant. Subject to the other terms of this Agreement and the applicable amendment, DE shall not commence performance of the subject Additional Work until all conditions to be fulfilled by Applicant as to that Additional Work have been satisfied and DE has received Applicant's Notice to Proceed for that subject Additional Work;

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

C. The Applicant shall cooperate and assist DE's permitting efforts with respect to the Work and shall not take any action (or fail to take any action required of it) that violates the conditions of any permits and approvals from any applicable governmental entities so as to allow DE to: (a) relocate the Facilities within the Cable Route, (b) cross any federal, state, or local highway or cross any rail lines or corridors along the Cable Route necessary to relocate the Facilities, and (c) otherwise perform the Work as planned by DE;

D. With respect to all easements and rights-of-way to be provided by Applicant, it is Applicant's responsibility to clear, survey, stake, and grade to within six inches of final grade, at no cost to DE, all such easements and rights-of-way. All such clearing, surveying, staking and grading must be accomplished by Applicant so as to cause no delay to DE's performance of the Work. Accordingly, as part of its clearing and grading obligation hereunder, Applicant is responsible for all removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and all other improvements or utilities located within the easements and rights-of-way to be provided by Applicant, at no cost to DE, all such removal and restoration work located within the easements and rights-of-way to be performed so as to cause no delay to the performance of the Work by DE;

E. Applicant shall provide traffic management along affected roadways within the Cable Route;

F. Applicant is responsible for making all arrangements necessary with all other utilities or joint users of DE's above ground facilities (including telephone and cable) to remove their equipment and facilities at no cost to DE and in a manner and schedule so as not to delay DE's performance of the Work. Applicant shall acquire all contracts or agreements required to provide for the timely removal of all such joint users' equipment and facilities, and provide a copy of all such contracts and agreements to DE upon request from DE;

G. Applicant is responsible for ensuring that DE's distribution facilities are not damaged, destroyed or otherwise disturbed during the performance of Applicant's responsibilities hereunder. This obligation extends not only to Applicant's employees, but also to any contractors, subcontractors, consultants or agents of Applicant. Applicant is responsible for the full cost of repairing any such damage, destruction or disturbance; and

H. Applicant is responsible for making all necessary arrangements with all affected DE customers to prepare their premises and service entrance in a timely manner for underground service, so as not to delay DE's performance of the Work. All such consents, arrangements, and preparations shall be provided by Applicant at no cost to DE.

ARTICLE 6. TERM

The Term of this Agreement shall commence upon the Effective Date and shall continue until the end of the period set forth in Article 8, unless terminated earlier by a Party in accordance with the terms set forth herein.

ARTICLE 7. PRICE AND PAYMENT TERMS

A. DE has provided Applicant, and Applicant has accepted, the Binding Cost Estimate of DE's costs to perform the Relocation Work in the amount of \$ _____, which is the price to be paid by Applicant for the Relocation Work performed by DE under this Agreement, subject to adjustment for the Final Price in accordance with the provision of this Article.

B. The Binding Cost Estimate shall be paid by Applicant in accordance with the Payment Schedule attached hereto and incorporated herein as Exhibit B. With respect to any Additional Work authorized hereunder, the compensation to be paid DE for such Additional Work, including the payment of any Additional Deposit and Additional Binding Cost Estimate amount for such Additional Work, shall be made by Applicant in accordance with the terms set forth in the subject amendment authorizing that Additional Work.

C. Because the Binding Cost Estimate is only for the Relocation Work to be performed by DE, it does not cover the costs associated with Applicant's performance of its responsibilities with respect to this Project, which costs include the cost of: (a) conversion of customers' meter bases to accommodate underground service, (b) an underground street lighting system, (c) easement acquisition; (d) restoration of landscaping, sprinkler system sidewalks, road pavement and other existing improvements within the required easements or rights-of-way, and (e) underground conversion or relocation of other utilities' facilities (telephone, cable, etc.).

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

D. The Parties acknowledge that the Binding Cost Estimate and any Additional Binding Cost Estimate(s) are based on estimates of the various cost components that comprise the Relocation Work and Additional Work, and that the actual cost of the Work subject to the Binding Cost Estimate and Additional Binding Cost Estimate(s) may be more or less than the amounts reflected in the Binding Cost Estimate and applicable Additional Binding Cost Estimates. Within approximately ninety (90) days following the completion of the Work, DE shall furnish to Applicant an itemized statement signed by an authorized representative of DE setting forth the actual final costs of the Work ("Final Statement"). The sums of the final actual costs of the Relocation Work plus the Additional Work (if any) is the final price to be paid hereunder by Applicant to DE ("Final Price"); provided, however, in no event may a sum of more than 10% above the Binding Cost Estimate for the Relocation Work or a sum of more than 10% above the Additional Binding Cost Estimate for any particular Additional Work, be included in the Final Price amount. If the sum of all payments theretofore made by Applicant for the Work (including the Deposit and any Additional Deposits) is less than the Final Price, Applicant shall pay the remaining balance to DE within thirty (30) days after presentment of the Final Statement by DE. If the sum of such payments made by Applicant for the Work is greater than the Final Price, DE shall refund the difference to Applicant within thirty (30) days after the presentment of the Final Statement. If Applicant objects to any of the amounts reflected in the Final Statement, Applicant shall provide DE with written notice of same, stating in detail the objections Applicant has to the Final Statement. Applicant shall provide that written notice within fourteen (14) calendar days of receiving the Final Statement. All items in the Final Statement not expressly objected to by Applicant in writing within said fourteen (14) day period shall be deemed accepted by Applicant as being final and binding, without any further right to challenge or appeal such items.

E. If Applicant fails to pay any amount owed DE hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further, if Applicant fails to make any undisputed payment owed DE hereunder within five (5) business days of receiving written notice from DE that such payment is past due, DE may suspend performance of all or any portion of the Work until such past due amounts have been paid in full. Any such suspension shall be deemed an Applicant Delay (as defined in Article 8 below) and Applicant shall be liable for all costs and damages incurred by DE as provided in Article 8.

ARTICLE 8. WORK SCHEDULING

A. Upon DE's receipt of Applicant's Notice to Proceed and the satisfaction or mutual waiver of the conditions precedent set forth in Article 3 above, DE will commence performance of the Relocation Work.

B. DE shall endeavor to complete the Relocation Work by _____, as said date may be extended for reasons beyond the fault or control of DE.

C. DE may utilize contractors in the performance of the Work, but such use of contractors shall not relieve DE of any of its obligations under this Agreement. Any such contractor shall not be considered a contractor to Applicant and Applicant shall not enter into any contracts directly with any such contractors during the term of this Agreement regarding any work associated with the conversion project anticipated under this Agreement.

D. If the Work falls behind schedule: (i) for reasons due to a Force Majeure event (as defined in Article 14) or any other reason not due to the fault or beyond the control of DE, its contractors, agents or employees; (ii) as the result of the actions or inactions of Applicant, its contractors, employees or agents ("Applicant Delay"), or (iii) as a result of the actions or inactions of any third parties, the time period referenced in Section 8.B above shall be extended for each such day of delay. Further, in the event of any such delay, DE, at its sole discretion, may accelerate the performance of the Work to mitigate the impact of such delay on the schedule. To the extent the delay is attributable to an Applicant Delay; Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such delay. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE. If the delay is due to any reason other than an Applicant Delay or the fault or neglect of DE, Applicant shall have the right to request DE to accelerate its performance of the Work, to the extent commercially reasonably

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

possible, in an attempt to mitigate the impact of the delay upon the schedule. Provided, however, DE shall perform such requested acceleration work only if the Parties reach written agreement upon the scope and the time and compensation adjustment for such acceleration work, which agreement shall be in the form of an amendment to this Agreement, and the acceleration work shall be deemed Additional Work hereunder. Until such amendment is executed by the Parties, DE shall have no obligation to accelerate its performance of the Work as a result of any such delay. If the Work falls behind schedule for reasons attributable to the fault or neglect of DE, its contractors, agents or employees, DE shall, to the extent commercially reasonably possible and as Applicant's sole and exclusive remedy for any such delay, accelerate its performance of the Work in an attempt to mitigate the impact of such delay upon the schedule, at no increased cost to Applicant.

ARTICLE 9. ADDITIONAL WORK

Any Additional Work to be performed by DE beyond the Relocation Work with respect to this underground conversion project must be authorized by a written amendment to this Agreement executed by both Parties. DE shall not be required to perform any Additional Work except to the extent a mutually acceptable amendment is executed by the Parties that sets forth the scope, compensation, schedule and other relevant terms concerning such Additional Work. To the extent the Additional Work involves the underground conversion of overhead facilities owned by DE that are not included within the scope of Relocation Work, Applicant may request DE to provide a binding estimate for the cost of such Additional Work ("Additional Binding Cost Estimate"). In the event that Applicant makes such a request, Applicant shall be required to pay an additional deposit ("Additional Deposit") in an amount to be mutually agreed to by the Parties. If the Parties fail to reach agreement on the Additional Deposit or Applicant otherwise fails to pay the Additional Deposit, DE shall not be required to provide the Additional Binding Cost Estimate. In the event an Additional Binding Cost Estimate is provided by DE for certain Additional Work, but the parties fail to reach agreement on the amendment for such Additional Work within 180 days from the date the Additional Binding Cost Estimate is provided to Applicant, besides not being required to perform such Additional Work, DE shall retain the Additional Deposit as compensation for preparing and providing the Additional Binding Cost Estimate. Notwithstanding anything herein to the contrary, in the event Applicant requests DE to perform additional underground conversion work beyond the scope of the Work then authorized by this Agreement, DE shall have the right to require any such work be performed pursuant to a new and separate agreement between the Parties.

ARTICLE 10. DIFFERING SITE CONDITIONS; INSPECTIONS BY THE APPLICANT

A. DE shall stop the performance of the Work and immediately notify Applicant, if any of following differing or changed site conditions is discovered:

1. Subsurface or latent physical conditions in the Cable Route differing materially from those anticipated by DE in preparing its Binding Cost Estimate or Additional Binding Cost Estimate, as applicable; or
2. Other conditions, differing materially from those reflected in any information or documents concerning site conditions provided to or obtained by DE or of a nature not ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

B. As soon as practical after such notice, DE shall provide Applicant a written notice including a general description of any such differing or changed site conditions, a determination of whether DE can proceed with the Work despite such conditions and, if so, whether such conditions will cause an increase or decrease in the cost of, or the time required for, performance of the Work. Upon receipt of any such notice, and if DE has determined it can proceed with the Work, Applicant may either (i) request the Work to proceed, in which event, all increased and additional work incurred by DE in response to the differing or changed conditions shall be deemed Additional Work subject to the terms of Article 9 above, (ii) request DE to otherwise modify the scope of the Work to avoid the cost of the differing or changed conditions on terms mutually acceptable to both Parties, or (iii) request DE to discontinue the Work and demobilize its work force. Applicant shall issue its request in writing to DE as soon as possible, but in any event, within five (5) business days from its receipt of the notice. In the event Applicant exercises its right under (iii) above, it shall be considered a termination for convenience by Applicant and DE shall determine the Final Price based on the Work performed, including DE's reasonable demobilization costs. The Parties acknowledge that any costs associated with differing or changed site conditions are separate and not included in the Binding Cost Estimate or any Additional Binding Cost Estimate.

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

C. The discovery of hazardous material within the Cable Route, not specifically identified in either the Work Request or applicable amendment with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this Article. If hazardous materials are discovered, DE shall give prompt notice to Applicant of such discovery and stop that portion of the Work affected by such materials, and DE shall not recommence such portion of the Work until Applicant, at no cost to DE, has removed or otherwise neutralized such hazardous materials to DE's satisfaction. Any such suspension of the Work being deemed an Applicant Delay, with Applicant being responsible for all costs and damages as provided in Article 8 above. To the maximum extent permitted by law, Applicant agrees to indemnify, defend and hold DE and its contractors, employees and agents harmless from any cost, expense, damage, claim, liability, obligation, demand, loss, cause of action, or suit arising out of or relating to any such hazardous materials encountered during the performance of the Work, except to the extent such hazardous materials were brought onto the Cable Route by DE or its contractors, employees or agents. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Applicant reserves the right during the performance of the Work to conduct, at its own expense, reasonable field inspections to verify compliance of the Work with the requirements of this Agreement, provided, however, that any such inspections by Applicant shall be conducted in a manner so that they do not unreasonably interfere with or delay the performance of the Work. Applicant shall promptly notify DE in writing of any Work that is incomplete or otherwise fails to comply with this Agreement. Any such Work that the Parties mutually agree to be non-compliant or incomplete shall be corrected by DE.

ARTICLE 11. WARRANTY

A. In the event that DE uses its own employees to perform such portions of the Work performed under this Agreement, DE warrants only that such Work hereunder shall be performed with that degree of skill and care which is customarily exercised in the industry by experienced firms with respect to work of a similar or like nature. In the event that DE hires a contractor to perform a portion of the Work required hereunder, DE makes no warranties or representations concerning that Work, except DE agrees to assign the contractor's warranties, if any, to Applicant for such Work.

B. EXCEPT AS EXPRESSLY STATED HEREIN, DE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER STATUTORY, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE WORK PERFORMED HEREUNDER. ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY WAIVED.

ARTICLE 12. INDEMNIFICATION

Subject to the other terms of this Agreement, including the terms of Article 13 below, the Parties shall indemnify, defend and hold each other harmless from any and all claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury to or death of any person (including indemnitee's employees), and for damage to or destruction of property (including indemnitee's property), to the extent resulting from any or all negligent acts or omissions or willful misconduct of the indemnifying Party or anyone for whose acts that the indemnifying Party may be liable in connection with this Agreement. The indemnification, defend and hold harmless obligation shall survive the termination or expiration of this Agreement.

ARTICLE 13. LIMITATION OF LIABILITY

A. Notwithstanding anything in this Agreement to the contrary, in no event shall DE be liable for demands by Applicant for any incidental, indirect, special, consequential, exemplary, punitive, or multiple damages resulting from any claim or cause of action, whether brought in contract, tort, or under any other legal theory.

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

B. Notwithstanding anything in this Agreement to the contrary, DE's sole liability to Applicant for any non-conforming Work shall be to correct the defective Work, of which written notice must be given by Applicant to DE no later than seven (7) business days after such non-conforming Work is discovered or should have reasonably been discovered by Applicant. In any event, the aggregate liability of DE to Applicant arising out of or in connection with this Agreement shall not exceed the Final Price payable to DE for the Work performed hereunder.

ARTICLE 14. FORCE MAJEURE

A. Except for a Party's obligation to pay the other Party any sum of money owed it hereunder, neither Party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the Party claiming the event of Force Majeure event including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the Party claiming the Force Majeure event.

B. In the event that either Party is rendered unable, wholly or in part, by reason of an event of Force Majeure to perform any obligations set forth in the Agreement, other than an obligation to pay a sum of money owed hereunder by one Party to the other, then such Party shall give the other Party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected and the requirement that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

C. To the extent the Force Majeure event causes a delay or an increase in costs or expenses to DE, Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such Force Majeure event. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE.

ARTICLE 15. NOTICE

A. Unless otherwise stated herein, any notice required hereunder must be given in writing to the below-designated representative of each Party within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph B below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

B. The Parties' respective authorized representatives and mailing addresses are as follows:

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____



DE:
Duke Energy Florida, LLC

The Applicant:
The _____ of _____

Attn: _____
Fax: _____

Attn: _____
Fax: _____

- C. Either Party may change its address or designated representatives for the receipt of notice, requests or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph A of this Article.

ARTICLE 16. TERMINATION

In the event either Party is unable to perform its obligations because of any Force Majeure as defined in Article 14 herein, the Party awaiting performance by the other Party may elect to terminate this Agreement by giving written notice to the non-performing Party if the Force Majeure exceeds one hundred twenty (120) days. In the event either Party is in default of any of its material obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting forth in detail the default. If the defaulting Party fails to commence to diligently and continuously cure such default within fourteen (14) days of receipt of the written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon giving the defaulting Party written notice of such termination. Within approximately ninety (90) days following any termination of this Agreement, DE shall furnish to Applicant the Final Statement referenced in Article 7 above setting forth the Final Price for the Work to be paid by Applicant, including DE's reasonable demobilization costs.

ARTICLE 17. DISPUTE RESOLUTION

Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. In such meetings and exchanges, a Party shall have the right to designate any information that a Party offers as confidential, and no designated confidential information exchanged in such meetings for the purpose of resolving a dispute will be used by a Party in litigation against another Party. If the matter has not been resolved by these individuals within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate mediation as provided hereinafter. The mediation proceeding shall be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

(1) if the Parties have agreed to pursue mediation but have not agreed within thirty (30) calendar days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

(2) efforts to reach a settlement shall continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding; provided, however, notwithstanding the foregoing, an impasse shall be deemed to have occurred if the Parties have failed to execute a written settlement within ninety (90) calendar days after the date the mediation proceeding was initiated by either Party.

If the Parties are unable to resolve the dispute and litigation proves necessary, either Party may initiate such litigation.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

ARTICLE 18. GOVERNING LAW AND VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

ARTICLE 19. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between DE and Applicant relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

ARTICLE 20. MODIFICATION

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

ARTICLE 21. WAIVER

There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

ARTICLE 22. SEVERABILITY

In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

ARTICLE 23. SURVIVAL OF PROVISIONS

Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation including, but not limited to, all warranty, indemnification, and limitation of liability obligations.

ARTICLE 24. CAPTIONS

The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

ARTICLE 25. REPRESENTATIONS AND WARRANTIES FROM APPLICANT

25.1 Applicant represents and warrants as follows:

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

A. Applicant is a [public body/association/company] duly formed, validly existing, and in good standing under the laws of the State of Florida with its principle place of business and chief executive offices at its address set forth herein.

B. This Agreement, including all Exhibits referenced herein, on execution, will constitute valid obligations of Applicant, enforceable in accordance with their terms. The consummation of the transactions or actions contemplated by this Agreement, and the performance of any of the terms and conditions of this Agreement, will not result in a breach of, or constitute a default in, Applicant's organizational documents or in any deed, deed of trust, covenant, restriction of record, note, loan agreement, credit agreement, bond or trust indenture, or any other agreement to which Applicant is a party or by which Applicant may be bound or affected. Applicant is not in default of any order of any court or any requirement of any governmental authority that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route.

C. This Agreement is not misleading, and fully and fairly states all material facts relevant to the matters with which it purports to deal. There is no fact of which Applicant is aware that Applicant has not disclosed to DE in writing that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route. Applicant has furnished DE with a true and complete copy of all documents relating to this Agreement.

D. Applicant holds or will hold within the time periods set forth in this Agreement for obtaining easements and rights-of-way necessary for the Work, full legal and equitable title to the easements and rights-of-way obtained and provided to DE for the Work. The terms and conditions of all new easements and rights-of-way to be provided by Applicant hereunder, shall be substantially similar to the terms and conditions of the original easements or rights-of-way for the existing overhead facilities being relocated hereunder, unless otherwise agreed to in writing by DE, in its sole discretion.

E. There are no actions, suits, or proceedings pending or, to the knowledge of Applicant, threatened, in any court or before or by any governmental authority against or affecting Applicant or any of the property along the Cable Route, which, if adversely determined, would have a material adverse effect on the property along the Cable Route or impair the ability of Applicant to complete its obligations under this Agreement, or which involve the validity, enforceability, or priority of this Agreement and any easements or rights-of-way for the Work, at law or in equity.

F. There are no governmental requirements prohibiting the use and operation of the property along the Cable Route for the Relocation Work. There are no, nor are there any alleged or asserted, violations of governmental requirements, law, regulations, ordinances, codes, permits, licenses, declarations, covenants, conditions, or restrictions of record, or other agreements relating to the easements and rights-of-way for or property along the Cable Route. Applicant has obtained or is not aware of any reason why it cannot obtain all necessary easements, rights-of-way, permits, licenses, consents, or approvals for performance of the Relocation Work.

G. DE will have adequate access to perform the Relocation Work. Further, the property along the Cable Route is not located in a flood zone as defined in the Flood Disaster Protection Act of 1973, as amended, and the property along the Cable Route is not located within wetlands as defined by any governmental authority, or where wetlands are located on the property along the Cable Route, they have been delineated and all required governmental approvals for the Relocation Work have been obtained by Applicant.

H. The Applicant warrants and represents that it has the legal authority and is duly authorized to enter into each and every provision within this Agreement and to abide by and comply with each and every provision in this Agreement.

25.2 The representations and warranties in this Agreement are made by Applicant as an inducement to DE to enter into this Agreement and Applicant understands that DE is relying on these representations and warranties. These representations and warranties shall survive any breach or default of this Agreement, any bankruptcy

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____



proceedings involving Applicant, any termination of this Agreement, and any assignment or conveyance of this Agreement.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida
EFFECTIVE: _____



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first above written.

DUKE ENERGY FLORIDA, LLC D/B/A

DUKE ENERGY

By: _____

By: _____

printed name

printed name

title

title

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____



CITY OF SEMINOLE FIRE RESCUE

9199 113th Street

Seminole, FL 33772

Telephone (727) 393-8711 Fax (727) 319-6583

Occupant Name:	Constitution Park	Inspection Date:	4/5/2023
Address:	18214 Gulf Blvd Boulevard	Inspection Type:	Periodic
City:	Redington Shores	Inspected By:	Colleen Bromm-Comey
Suite:			

Insp. Result	Location	Code Set	Code
Fail		FL NFPA 01 2018 Chapter 10 General Safety Requirements	10.11.1.1 - Address numbers must be legible and visible from street.
Inspector Comments: ACTION REQUIRED: Address numbers shall be a minimum of 6 inches in height and shall be of contrasting color to the background it is posted on.			
Fail		FL NFPA 101 2018 Chapter 39 Existing Business Occupancies	39.3.2.4 - Cooking Equipment (see photo 1.1)
Inspector Comments: Commercial Cooking Operations. Commercial cooking operations shall be protected in accordance with 9.2.3, unless the cooking equipment is one of the following types: (1) Outdoor equipment (2) Equipment used only for food warming ACTION REQUIRED: Post sign indicating that the oven is for food warming purposes only. Cooking that results in grease laden-vapors or smoke is not permitted.			
Fail		FL NFPA 01 2018 Chapter 11 Building Services	11.1.8 - Open Electrical Boxes (see photo 2.1, 2.2, 2.3)
Inspector Comments: Covers. All panelboard and switchboards, pull boxes, junction boxes, switches, receptacles, and conduit bodies shall be provided with covers compatible with the box or conduit body construction and suitable for the conditions of use. ACTION REQUIRED: Cover open electric boxes.			
Fail		FL NFPA 01 2018 Chapter 10 General Safety Requirements	10.10.6.1 - Grills on Balconies (see photo 3.1, 3.2)
Inspector Comments: For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure. ACTION REQUIRED: Move grills a minimum of 10 feet from structure.			

ALL VIOLATIONS MUST BE ABATED IMMEDIATELY.

The Inspector will return on or after 4/20/2023.

Thank you for keeping your business and our community safe!

1.1 - 39.3.2.4.



2.1 - 11.1.8.



2.2 - 11.1.8.



2.3 - 11.1.8.



3.1 -
10.10.6.1.



3.2 -
10.10.6.1.





INSURANCE SERVICES OFFICE, INC.

1000 Bishops Gate Blvd, Suite 300, P.O. Box 5404, Mt. Laurel, New Jersey 08054

Phone: (856) 787-0412 or (800) 444-4554 FAX 1-800-777-3929

Mail Correspondence to: Post Office Box 2563, Brandon, Florida 33509

Date: March 31, 2023

CID: 125141

Jeff Shoobridge
Town Administrator
17425 Gulf Blvd.
Redington Shores, FL. 33708
727.397.5538

RE: NFIP/CRS Notification of 30-day window for submittal of pending documentation to complete Cycle — due, May 1, 2023

Dear Jeff,

I greatly appreciate the cooperation and assistance you provided along with your Town's team (Jolie and Yvonne) and your consultants (Khan and Chelsea) during my in-person visit on March 28, 2022. It was well noted that all those involved have numerous duties and responsibilities; and thank-you for the time that was taken from your schedules to devote to our efforts.

As we discussed, **the following documentation needs to be submitted to me within 30 days of this letter, which is on or before Monday, May 1, 2023.** *As I complete my full review, I may need additional information as I work through the process.*

1. **Activity 230:** Please update the number of acres identified for the Special Flood Hazard Area, three acreage amounts have been identified between the Program Data Table and acreage amounts used within Activity 420 (OSP and NFOS).
2. **Activity 310:** (a) Please have written approval of the Construction Certificate Management Procedures (CCMP) completed and have the managing authority/director involved in implementing the CCMP procedures sign the CCMP. This may be provided through an email or provided through the CRS Submit application. (b1) If credit is requested by the Town of Redington Shores for ECPO and ECPR and for having pre- and post-FIRM elevation certificates available to inquiries, (b2) please confirm this is a process that the Town currently provides. (b3) Please describe how the Town calculated the building count, which if there are a significant number of pre- and/or post-FIRM elevation certificates a sample may be used to calculate the score for respective Elements. (b4) Please provide a summary of the Town's process in meeting Activity Credit Criteria in section 311.b of the Coordinators Manual and that illustrates how the Town maintains for perpetuity either hard copies or digital/scanned versions of respective elevation certificates that show the surveyors signatures.
3. **Activities 330:** The Town uploaded the Program for Public Information (PPI) adopting document and supporting information the day of the Cycle visit. This information has been submitted for technical review, which will provide verification of publicity and credit.
4. **Activity 360:** In our discussions, the Town of Redington Shores identified property protection advice and advice after a site visit were performed and logged. If credit is requested, please provide technical qualifications of the individual(s) performing the service, documentation showing the community publicizes this service and how it may be accessed, and provide records of site visits and the advice provided.

5. **Activity 420:** (a) Please update the number of acres identified for the Special Flood Hazard Area, three acreage amounts have been identified between the Program Data Table and acreage amounts used within Activity 420 (OSP and NFOS). (b) Please provide a description of the natural floodplain functions (NFOS) for each parcel. The document can be a memo or letter signed by a professional in a natural science such as botany, biology, forestry, or landscape architecture; or the professional can complete and sign the Natural Floodplain Functions Form. The following is the link to the to the CRS Resources website where you can download the form: <http://crsresources.org/400-2/>. (c) Please provide a description of the technical qualifications of the person verifying NFOS1.
6. **Activity 430:** Please submit (a) elevation certificates, certifications, copies of non-conversion agreements (copies of inspection records), and other permit records that document how regulations have been applied. (b) If credit is requested for the Element Regulation Administration (RA), please forward creditable course certificates for potential educational credit (Section 432.q).
7. **Activity 440:** Please update the list of the benchmarks and to show creditable benchmarks that are in the NSRS or the community's publicly accessible data base. This must include key data, such as the location and description of the benchmarks, their order and stability, the elevation and datum, and when the benchmarks were last recovered. The documentation provided did not identify the order, the stability or the last recovered date.
8. **Activity 450:** If consideration is requested for Activity 450, please provide the following: (a) Submit five sets of plans for current development for erosion and sediment control plans for ESC credit with the ordinance that enforces them. (b) Provide a list of five water quality facilities within the Community and the as-built plans for each with the ordinances that requires water-quality measures. Please identified the size of disturbed land in which standards are applicable. (c) If consideration is requested for Activity 450, SMR, please forward a completed Activity 450 Checklist.
9. **Activity 501/502:** (a) Provide the Repetitive-Loss Areas targeted outreach mailing list and outreach material; and (b) provide the completed CC-RL form.
10. **Activity 510:** Please provide (a) The annual progress report; (b) the resolution adopting the Local Mitigation Strategy; and (c) the Activity 510 Checklist for the Town of Redington Shores.
11. **Activity 520 and/or 530:** (a) Please submit updated AW-501 forms to identify any mitigation activity; (b) please provide a map of project locations; (c) provide a list of funding sources associated with any respective acquisitions; and (d) forward the completed CC-EHP form for each Activity. The form may be signed by the CRS Coordinator.

12. **Activity 540:** Please provide: (a) CDR and PSM Standard Operating Procedures; (b) Conveyance map(s) with PSM marked or identified; (c) Inspection and maintenance records for CDR and PSM (at least 30 of each); (d) Inventory of conveyance components (PSM can be identified on this inventory instead of the map if preferred); and (e) forward the completed CC540-EHP form, which may be signed by the CRS Coordinator.
13. **Activity 610:** The Activity 610 Checklist has been received, but it did not contain the list of critical facilities as discussed during the Cycle Verification visit. Please forward the list of critical facilities.

Once I place this additional documentation with the CRS Activity Worksheets and information I collected earlier, a preliminary report and credit point summary will be provided.

Thank you in advance for your timely submittal of the requested documentation. Please do not hesitate to call me at **(813) 244-8859** should you have any questions.

Respectfully,

Eugene Henry

Eugene Henry, AICP, CFM
ISO/CRS Specialist

cc: Jolie Patterson,
Deputy Town Clerk, CRS Coordinator
Khansith Boupoua, Jones Edmunds
Chelsea Goodman, Jones Edmunds

Status of the Town Update 4-12-2023

Mayor and Commissioners;

For your review I submit my administrator's report.

Agenda Items-

We have a presentation scheduled from Doris Heitzman from the UF extension office on Florida Friendly landscaping. This should be an informative session with information to help us strategically plan our town beautification upgrades, Thank you to the Beautification Committee for recommending the presentation for the Commission.

We have two quasi-judicial hearings, one is the hearing for rezoning for 18301 Sunset Blvd. It has been heard by P/Z with a forwarded recommendation for disapproval. The second is an appeal by Mr. Phillip Craft of the Magistrate decision granting a variance for dock at 227 176th Terr Dr. E. The packet contains relevant documents for your review.

There are three second readings under old business and I believe the Commission is up to speed on these items, if you have any questions, feel free to reach out.

There is also an old business item to make two modifications to the Commission procedures manual requested by Vice-Mayor Hendrickson. The draft revisions are provided in the packet for your review in mark-up for to identify changes.

Under New business is a first reading of the parking ordinance updating parking fines and other modifications, I will defer to Legal on the details of this item. (23-05)

Building Department Activity:

- Issued permits: 89 (1 new construction)
- Inspections: 188
- Revenue: \$58,870.62

The Building Official has also attended Two variance hearings and a rezoning hearing in front of the Special Magistrate.

The department is also working with the Code Enforcement Deputy to resolve a few citizen concerns on properties in town. At this point, there are no significant action items to report at this time related to building.

Code Enforcement Activity:

Included in the Packet is the activity log from Deputy Doherty, In March there were 48 items of activity, including 8 follow-ups.

8 original citizen complaints

8 Code Search requests for sale properties.

The outstanding open cases are:

18077 3rd St. E. (3/20/23); Citizen complaint

- New home construction site; Excessive construction debris on ground
- Update: Contact with contractor and property owner. Removal of all debris in-progress. To be completed by 4/7/23.

131 Wall St. (3/6/23); Citizen complaint

- Unauthorized fence without permit.
- Update: New fence permit obtained.

204 182nd Ave. E. (10/25/21); Citizen complaint

- Dilapidated seawall
- Update: New seawall permit (B-13017) obtained on 10/27/22. Installation of new seawall is currently in-progress. Inspection by Building Official prior to completion is recommended.

Finance Dept:

The Town is in good position financially with operating expenditures falling in below budget at 38% of budget with 42% of the year complete. There is a point of concern in parking revenue as it is only at 27% of budget. We are aware there has been some issue with enforcement and compliance that will be resolved in the upcoming weeks as Indian Shores is sending proofs out to the printer and enforcement will be resuming in earnest.

Maint. Dept Activity:

- Constitution Park Canopy has been removed for safety reasons, the cabling had become stretched to a point that it was not safe to keep in place. I spoke with the contractor for a status update on the new canopy and we have a target date of beginning of June for installation of the new canopy. They are quite backed up with business as you can imagine from the hurricane(s) as they do business throughout the state.
- We are assembling quotes for the fence and lot update at the downtown business district parking area. I am anticipating mid may for a target date for completion, dependent on contractor scheduling and availability. This update will include the removal of a section of the green vinyl coated chain link on the South side and replacement with white vinyl on the South, East, and a short section of the North side with pedestrian walk throughs and a removal of curb bumpers and smoothing of the parking surface with replacement of the bumpers.
- I have reached out to Indian Shores and obtained contact information for their parking contractor with the thought that since we share a police department, operationally it makes sense for us to use the same system they do so officers will not need to have multiple apps in the squad computer for the same purpose. I will be providing an update on a timeline and information session for the Commission at a future workshop as I get information. This is to correct issues we are currently having with our ticket-based parking meters that are very prone to malfunctioning.

- We did have a Fire Marshall visit for Constitution Park. There are a few items we will be addressing that have apparently been overlooked for many years. Mike is correcting these items and they will be done in the next 2 weeks. None of the issues requires a revisit.
- Damaged (numerous) sprinklers on town traffic medians repaired. Awaiting estimate to relocate sprinklers to center of median to avoid constant damage.
- Vinyl fences housing 2 town dumpsters scheduled for repair on 04/19/2023.
- Repair of parking meter at Gulf/178th, repair of both parking meters at County Lot (one meter is again malfunctioning, unable to repair reached out numerous times to Flowbird Group...no response).
- Awaiting delivery and installation of 2nd pump for Lift Station #4...contact was made on 04/06 with Lift Station Services no timetable given.
- Responded to lift station alarm March 12, Duke Energy responded lift station failure was due to fuse blowing on on power pole. Lift Station Services also responded to access any damage. Pump and lift station resumed normal operations.
- Adjustment of lights at Constitution Park due to resident complaint. Issue resolved.
- New "take a toy leave a toy" box placed on beach at pier.
- Ordered and took delivery of 8 replacement buoys for swim area, we will be coordinating with contractor for scheduling install.
- Weekly beach raking (Monday/ Friday).
- Normal duties, bus stop cans, dog waste cans, beach trash.
- Training of new staff member on daily duties.
- Received estimate to trim/ cut sea grapes at County Lot/ resident next door request. Coordinating with County on requirements and what is allowed.
- Awaiting sprinkler repair company to address issues with Spitzer Park/ property sharing sprinkler line.
- Multiple potholes filled in area of 175th Ave East.
- Sprinklers repaired and adjusted run times on 174th Ave East.

Projects:

Gulf Blvd undergrounding-

We have received the BCE from Duke Energy, it is at approx. \$1.6M which is a significant increase over previous estimates for the project. This will obviously be on a workshop agenda in the near future to discuss budgeting and sources of funds.

Stormwater repairs:

In the packet you will find following my report a spreadsheet identifying work

Our CRS visit was on March 27th, we had a good submission and are working with our assigned specialist with some clarification items. As a reminder for the Commission of the process-

We have submitted our documents. The initial review of our documents occurred on March 28th during the cycle visit (They don't like the term audit). This is followed by what is known as a 30-day letter where the ISO rep asks for clarification or further information on items after they send our submission

through technical review. We have 13 housekeeping items on our 30-day letter. One of which is likely going to require us to amend one of our building ordinances as the criteria for several categories has changed effective this year. Once we submit the documents to the ISO rep from the 3-day letter they will review again and follow up with any other questions or clarifications they need. We are likely about 60-90 days from receiving our initial draft of results.

> Our initial review has been very promising, and our reviewer is quite helpful and optimistic, although he did make mention that some towns are losing some points because of the changes in requirements that just took effect and we were only 84 (?) points into the category 6 level. When the Town dropped the 5-year look back for substantial repair and went to one year we lost 40 points from that 84. The changes made to CRS by FEMA include some areas where points have been historically awarded for activities that are now considered pre-requisites. What this means for us is that we are still required to do the activities to be a part of the CRS program, but no points are awarded. Khan and Chelsea have been very pro-active in seeking new sources of points to offset the changes. We are cautiously optimistic we will maintain our 6 rating.

The RFP for Audit services has gone out and is live on demandstar. The deadline for submission of proposals is June 1st at which time the selection committee will open and rank for Commission action.

As always, feel free to reach out with any questions;

Jeff