

**WORKSHOP MEETING  
BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
WEDNESDAY, MAY 31, 2023 – 6:00 P.M.  
AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPEARANCES AND PRESENTATIONS**

None

**OLD BUSINESS**

1. Town Security Policy
2. Town Facilities Rental Policy
3. Town Website Postings
4. Building Department/ Interpretation of Dock Code 63.12
5. Discussion of Paragliders
6. Town Volunteer Program and Applications

**NEW BUSINESS**

1. Duke Energy Undergrounding
2. Discussion of Administrator's Job Description
3. Budget Calendar Discussion

**MISCELLANEOUS**

Special Meeting – Thursday, June 8, 2023 – 5:30 p.m.

Regular Meeting – Wednesday, June 14, 2023 – 6:00 p.m.

Special Meeting – Thursday, June 22, 2023 – 5:30 p.m.

Workshop Meeting- Wednesday, June 28, 2023 – 6:00 p.m.

**ADJOURNMENT**

Pursuant to Florida Statutes § 286.0105, if any person or entity decides to appeal any decision made on any matter considered at any meeting or hearing of any Redington Shores board or commission, he, she or it will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the legal arguments, testimony, and evidence upon which the appeal is to be based.

**Sec. 63-12. Design criteria for private docks.**

In addition to the design criteria for all private docks regulated by the Pinellas County Water and Navigation Control Authority, the following additional design criteria shall apply to those private docks lying within the municipal boundaries of the Town of Redington Shores, Florida:

- A. Private docks, boat lifts and davits to be constructed in the waters of the town shall be constructed so that the length of the dock shall not extend from the mean high water line or seawall of the property further than one-half the width of the property at waterfront. This requirement may be waived by the building commissioner, provided that signed statements of no objection from both adjacent waterfront property owners have been submitted, or the building commissioner may refer the matter to the board of commissioners for decision.
- 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. This requirement may be waived by the building commissioner, provided that signed statements of no objection from the property owner encroached upon have been submitted, or the building commissioner may refer the matter to the board of commissioners for decision.

( Ord. No. 21-12 , § 3, 12-20-2021)

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## North Redington Beach

### Sec. 98-361. Docks and piers.

- (a) No dock or pier may extend more than 36 feet beyond the established seawall line. The side setback for docks shall be as provided in specific zoning district setback requirements. The deck of any dock shall not exceed the height allowed for seawalls [4.25(NAVD) equivalent to 5.0(NGVD)]. No dock may be constructed or used that will interfere with equal access or use of a dock by any other property owner.
- (b) Boardwalks, docks and piers are prohibited on the Gulf of Mexico.
- (c) No boathouse or covered docks, covered boat lifts or covered davits are permitted in the town.
- (d) Tie poles shall not be in the required setbacks and shall not exceed a maximum height of ten feet above mean sea level nor shall the height be less than five feet above mean sea level. Tie poles, davits or boat lifts and/or boats suspended on davits or a boat lift or moored at the dock may not extend more than 54 feet beyond the established seawall line, nor more than 54 feet beyond the line of mean tide if no seawall or past the extended side property lines. No tie pole, davit and/or boat suspended on davits may be constructed or used that will interfere with equal access or use of a dock or tie pole by any other property owner.
- (e) In single-family districts docks are to serve only the residence; in other districts docks are to serve only the principal use. No vessel without a permit may be moored at any dock that is not registered or documented in the name of the owner or occupant or a legal entity controlled by the owner or occupant. A permit may be granted for one additional vessel for one period of 14 days during any six-month period in the same manner as permits are issued under section 30-101. Vessels may not extend beyond the interior of the extended property lines.
- (f) In addition to the above, dock construction on properties whose extended property lines intersect less than 36 feet from the seawall will also conform to the following:
  - (1) Docks will be built in the center one-third of the property at the seawall.
  - (2) The dock can extend beyond the established seawall line only to the point that the extended property lines meet the dock, but in no event in excess of 36 feet.
  - (3) An agreement signed by both adjoining property owners must accompany the application for permit.
- (g) The term dock shall also include floating docks.
- (h) Docks are accessory uses to the principal structure. No dock shall be constructed until an application for a building permit is submitted for the principal structure. No use of the dock is allowed until construction has commenced on the principal structure.

(Code 1985, § 6-76(d)—(g); Ord. No. 2000-544, § I, 1-11-2001; Ord. No. 2004-586, § I, 9-9-2004; Ord. No. 2007-639, § I, 3-8-2007; Ord. No. 2007-640, § I, 3-8-2007; Ord. No. 2007-645, § I, 6-14-2007; Ord. No. 2010-691, § I, 6-10-2010; Ord. No. 2010-701, § II, 12-9-2010; Ord. No. 2012-718, § I, 6-14-2012)

**County Code cross reference**—Docks, § 166-321 et seq.

**Cross reference(s)**—Seawalls and marine structures, § 18-136 et seq.; waterways and marine activities, ch. 74.

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## North Redington Beach

### **Sec. 18-140. Periodic inspection of seawalls, retaining walls, docks and tie poles; remedying unsafe conditions.**

- (a) The town may periodically inspect the condition of all seawalls, retaining walls, docks, tie poles or other structures above or in the water within the town and, should it be found that any structure is hazardous to the public, the mayor shall order the removal or repair by sending notice to the owner of the property adjacent to the structure. The owner shall have 30 days in which to comply; failure to do so shall constitute a violation of this section.
- (b) The following items of continuing maintenance shall be required:
  - (1) Docks shall be maintained in a condition that allows safe use as originally designed, constructed and permitted.
  - (2) Pilings shall be maintained in a sound condition capable of resisting the loads imposed upon them.
  - (3) Decking shall be maintained in a sound condition including secure fastening to stringers.
  - (4) Stringers shall be maintained in a sound condition including secure fastening to piling.
- (c) Should the town find any noncompliance for maintenance as required in subsection (b) of this section, the mayor shall order the repair or removal by sending notice to the owner of the upland property adjacent to the structure. The owner shall have 30 days from the date of notice within which to notify the town of his intent regarding the structure. The owner shall have an additional 60 days to remove the structure or apply for a permit and repair such structure. Failure to do so shall constitute a violation of this section.
- (d) This notice is in lieu of the requirements of subsection 2-96(b) and the notice required by that subsection shall not be required for the mayor to request immediate hearing of the code enforcement board upon a violation of this section.
- (e) If the owner fails to comply with the order in the time limit provided in this section, the town may remove or repair the structure and the cost shall be paid by the owner. The cost shall be deemed a lien upon the land to which such structure is appurtenant and the town clerk shall record the appropriate document with the clerk of the court of the county to impose the lien.

(Code 1985, § 6-81; Ord. No. 2000-541, § VIII, 9-7-2000)

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## Redington Beach

### Sec. 5-57. Specifications for docks.

- (a) *Generally.* Docks shall be constructed in accordance with the following:
- (1) The top of piling shall not be higher than the existing seawall cap and the top of the lift-poles and tie poles shall not be higher than twelve and twelve one-hundredths feet, NAVD.
  - (2) Environmentally sustainable building practices shall be utilized unless, in the opinion of the **building code administrator**, it is impracticable to do so.
  - (3) The dock facility shall consist of the slips, boatlifts, dock, catwalks, platforms, lower landings, tie poles, and personal watercraft lifts.
    - a. All dock facilities except for boatlifts and associated catwalks, and tie poles, shall be contained within the center one-third of the property along the waterfront, but in no case shall any part of the dock facility be located any closer to a side lot line than the required setback for the zoning district in which the property is located.
    - b. Boatlifts and associated catwalks, and tie poles may be located no closer than seven and one-half feet from the property lines of the associated property as extended into the water provided that no boat may be tied to the side of a tie pole closer to the property line.
    - c. One dock per single-family property is permitted.
    - d. A maximum of two slips with or without boat lifts are permitted.
    - e. The maximum allowable dock facility shall be within a **30-foot length** from the seawall.
    - f. The total amount of decking including dock and catwalks shall be not greater than 500 square feet.
    - g. No portion of the dock facility and/or boat or personal watercraft shall be any closer than the greater of seven and one-half feet to the side property line or the required side setback as extended into the water unless the facilities are a shared property line dock. Two property owners may choose to abut their dock facilities among their common property line.
      1. Two property owners sharing a common side property line as extended into the water can may choose to have a common dock in lieu of two individual private docks.
      2. Shared property line docks on a common property line shall be allowed and shall require an agreement between the property owners that includes a provision that the property owners shall be responsible for the removal of the dock should that agreement be terminated. The agreement shall be recorded with the county, with a copy of the recorded agreement provided to the town.
      3. The shared property line dock facility shall conform to all requirements of this section.
      4. Only one shared property line dock is allowed per lot.
  - (4) A dock facility which, when constructed, was lawfully constructed either as a matter of right or through the grant of a variance may be repaired or rebuilt by its owners, in the same configuration, height and size as the original dock facility prior to the repair or rebuild.
  - (5) A dock facility which when constructed, was lawfully constructed either as a matter of right or through the grant of a variance, shall be allowed to continue to exist and be used and maintained as a lawful non-conforming use should any provision of this Code be amended after the construction of the dock facility to provide for different configuration or dimensional requirements for new dock facilities.

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Notwithstanding the foregoing, all existing dock facilities must still be in compliance with all safety and maintenance requirements related to such facilities which are set forth in this Code or state law

- (6) There will be a permit fee for all docks subject to inspection as established by the commission from time to time.
- (7) Docks erected serving any lots in the town shall be subject to the following restrictions governing size, shape and location:
  - a. No dock shall be erected which will, in the opinion of the building official, deprive owners of adjacent or nearby lots of equal docks and equal access to the docks.
  - b. Except as provided in subsection 5-57(a)(5)d., no dock construction, including all landings and stairs, shall project more than 30 feet from the face of the seawall, or 30 feet from the shoreline, which is defined for the purpose of this section as the mean low water line.
- (b) *Maximum height of enclosed docks.* No enclosed or covered portion of any pier, dock, walkway, or other similar structure extending beyond the high-water mark of the waters of Boca Ciega Bay on any cove, inlet, or arm thereof from the adjacent lot elevation shall rise in height more than three feet above the level of the lot elevation. This provision shall not, however, apply to open-work railings, fish-cleaning tables, and flag or signal poles placed thereupon.
- (c) *Floating docks.* No floating dock shall be installed that will exceed the length and width and summation of total dockage square foot area limitations for floating and pile installed docks as provided in this article. Nothing in this section shall prohibit the installation of floating docks so long as they are constructed of completely new components attached to new and separate piling and comply with all other appropriate sections of this article and the seal and signature of the engineer of record as defined in section 10-10 of this Code shall be affixed to all plans submitted for such docks. Floatation shall be no less than that specified by the county. No floating dock shall be placed or situated in any of the town's waterways so as to impede or restrict in any way the free and safe passage of any other vessels using or entitled to use the waterways of this state.
- (d) *Disposition of removed dock concrete.* Concrete pilings and other concrete remnants of docks being replaced by new docks may be placed on the seabed subject to the following restrictions:
  - (1) For a non-residential dock the engineer of record, as is defined in section 10-10 of this Code, or for a residential dock, the contractor to whom the dock permit is issued, certifies in writing to the town, on a form to be provided by the town, that:
    - a. There are no contaminants in the concrete that would adversely affect water quality based on the standards established by the county; and
    - b. There are no seagrasses or other environmentally sensitive features on or within 15 feet of the location where the concrete is to be placed.
  - (2) There is no exposed metal on or within the concrete;
  - (3) The concrete:
    - a. Is placed under the footprint of the new dock; or
    - b. Is placed at the base of the seawall in a single row in physical contact with the seawall or with previously placed removed concrete; and
    - c. Is located completely below the mean low water elevation.
  - (4) The removed concrete may project above the mean low water elevation at the seawall if it is covered by material that meets the requirements of section 5-63, "riprap" of this Code.

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(Code 1980, § 5-59; Ord. No. 93-03, § 1, 5-18-93; Ord. No. 95-01, § 1, 4-18-95; Ord. No. 08-02, § 1, 3-18-08; Ord. No. 09-08, § 1, 11-17-09; Ord. No. 2018-02, § 2, 1-16-19; Ord. No. 2021-01, §§ 2, 3, 3-17-21; Ord. No. 2022-03, § 1, 4-6-22)

## Commissioner Dist. 3

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**From:** Robert Eschenfelder <Rob@cityattorneys.legal>  
**Sent:** Tuesday, April 18, 2023 1:24 PM  
**To:** Commissioner Dist. 1; Town Administrator  
**Cc:** Commissioner Dist. 2; Commissioner Dist. 3; Mayor; Commissioner Dist. 4; Town Clerk; Deputy Clerk  
**Subject:** RE: Para glider things

Commissioner Blackburn,

Thanks for sending the videos of this activity. As you know, currently, the Town Code is silent on this issue. However, regulatory authority exists and other jurisdictions have over the years adopted either outright prohibitions on such activities or have regulated them by license. For instance, Sarasota County Code § 90-33(a)(18) prohibits “parachuting, paragliding, and land-boarding air sports” absent County permit. Miami-Dade County Code § 26-1, Rule 12, provides that, absent County permit: “No person operating, directing, or responsible for any airplane, helicopter, glider, balloon, dirigible, parachute or other aerial apparatus (excluding kites) will take off from or land in or on any park land or waterway, except when human life is endangered...” Pinellas County Code § 90-31(a) and Clearwater City Code §22.47 read similarly.

From a risk management perspective, if such activity becomes a repeated activity on the Town’s beaches (as it appears it is), the Town should prohibit or regulate it. As many of you noted, there is a negative impact on the ability of residents to peacefully enjoy their homes and condos near the beach given the noise the devices generate. But there is also a concern here is that under prevailing case law concerning local government liability, a government cannot know of a dangerous activity on its property, even when being done by a private party or private industry, and avoid liability upon injury by simply saying the activity wasn’t officially sanctioned. See, *Breaux v. City of Miami Beach*, 899 So.2d 1059 (Fla. 2005).

As I understand it, there are residents who wish to come to the Commission to express their concerns on the use of these devices. It is of course a policy decision for the Commission as to how best to respond to the issue. But I just wanted to pass along the foregoing information as you all consider the issue.

Regards,  
Robert M. Eschenfelder, Esquire  
Board Certified in City, County and Local Government Law  
[Rob@cityattorneys.legal](mailto:Rob@cityattorneys.legal)  
TRASK DAIGNEAULT, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, FL 33756  
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(727) 733-2991 Fax





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**From:** Commissioner Dist. 1 <comdist1@redshoresfl.com>

**Sent:** Monday, April 17, 2023 5:06 PM

**To:** Robert Eschenfelder <Rob@cityattorneys.legal>; Town Administrator <townadmin@redshoresfl.com>

**Cc:** Commissioner Dist. 2 <comdist2@redshoresfl.com>; Commissioner Dist. 3 <comdist3@redshoresfl.com>; Commissioner Dist. 4 <comdist4@redshoresfl.com>; Town Clerk <townclerk@redshoresfl.com>; Deputy Clerk <depclerk@redshoresfl.com>

**Subject:** Para glider things

[Download Attachment](#)

[Available until May 17, 2023](#)

## Commissioner Dist. 3

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**From:** Hal Grant <halgrnt@gmail.com>  
**Sent:** Wednesday, April 12, 2023 8:08 PM  
**To:** Commissioner Dist. 3  
**Cc:** Hal Grant  
**Subject:** Propeller Powered Parachutes

Dear Lisa-

First of all let me congratulate you on your win in District 3 and your appointment as Vice Mayor, I am looking forward to your leadership for our town.

I have been a year round resident in Redington Shores since 2012 and I had planned to come to the meeting tonight for only the second time since I have lived in Redington Shores, unfortunately I was unable to make it, but I received your magnet in the mail and I decided to write to you.

I am becoming worried about what seems to be increased motorized parachute activity on the beach, I have no idea what the laws or the rules are, but what used to happen occasionally now seems to be a regular occurrence on the beach. There was one time this week where there were 4 in the air at once. They are landing and taking off from the same beach where people are walking with their children, they are also quite annoying with the gas engines and sometimes they fly over the buildings. While I love the sunsets, I would prefer them quiet and uninterrupted.

Anything you can do to limit this would be much appreciated and I am sure it would make our beaches safer.

I have videos, but they are heavy files...

Best regards  
Hal GRANT  
17720 Gulf Blvd #801

## Request to BAN Motorized Paragliders on Redington Shores Beach

I testify to ask the Town of Redington Shores to ban motorized paragliders on our beach from April – Sept. I could be here to testify because motorized paragliders are noisy and intrusive; because they are. And since paragliders fly mostly at sunset, their noise and intrusive flights bother residents and tourists who are on our balconies enjoying the view.

But I'm not here to ask for a ban for me and other people. I'm here to ask for a ban on motorized paragliders for the birds, because they cannot ask you themselves.

Black Skimmers are most affected by motorized paragliders. Redington Shores is fortunate that we have this state-threatened species repeatedly locating their natal colony near our Public Access North of Redington Towers.

No pun intended, but I have a "birds-eye view" of shorebird activities, since I live in the "On the Beach" condo just south of Redington Towers. From that viewpoint, I witness many motorized paragliders who now regularly flush the 200+ colony of Black Skimmers.

Flushing the birds (which is making them fly) should be avoided when Skimmers are attempting to nest and raise their chicks to fledge. The beach is, after all, their home, not ours. It's already bad enough that selfish people flush our shorebirds by chasing them, walking too close, setting up chairs and tents in the birds' preferred nesting area, discarding waste and rolling balls into their colony.

But the added stress of loud, motorized paragliders taking off and landing right next to the birds could become disastrous once Skimmers in the colony lay eggs in a few weeks, because predators like Coyotes and Fish Crows quickly move in and steal the Skimmers' eggs and chicks.

Because paragliders usually fly at sunset, Black Skimmers are extra vulnerable, because it's when they settle for the night. During this time, adults take turns remaining in the colony while others bring in fish for their mates and young. So evenings are a very vulnerable time for Black Skimmers because there are fewer adults present to share in protection duties of the colony's eggs and young chicks.

Black Skimmers lay their eggs in May and fledge their chicks through August. So why protect the Black Skimmers as early as April? Because they are already here. In fact, Skimmers begin congregating as a colony in late March and early April on our Redington Shores' beach -- trying various locations to find the spot where human intrusion is minimized.

Excess flushing of Black Skimmers and other shorebirds may force them to abandon our Redington Shores location and establish their nesting colony elsewhere.

That would be a shame for birdlovers like me, and for the birds themselves. You see, there really aren't many places in Pinellas County that are as naturally suited for nesting as Redington Shores, because we have both a deep beach and fewer beachgoers than noisy, overpopulated Clearwater and St. Pete Beaches.

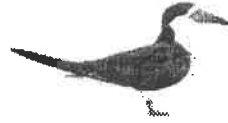
Last season, our Redington Shores colony of Black Skimmers was one of the most successful in the Pinellas County area, fledging nearly 60 Juveniles! It would be fabulous for Redington Shores to continue to grow our Black Skimmer population and be known for having a natural, quiet beach that attracts extraordinary birds and other wildlife.

Please help our Black Skimmers and ban motorized paragliders in Redington Shores – at least between the months of April and September during their nesting season. It would be a shame if human selfishness continues to create untenable conditions for nesting, contributing to further declines in the Black Skimmer population. Thank you!

Testified by: Deborah Banta Dustman, 17854 Lee Ave #501, Redington Shores, FL  
[Deborah.Dustman@gmail.com](mailto:Deborah.Dustman@gmail.com) Phone: 253-431-5131

# Black Skimmer

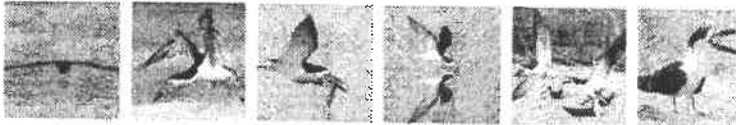
*Rynchops niger*



<b>Conservation status</b>	In late 19th century, eggs were harvested commercially, and adults were killed for their feathers, leading to a reduction of Atlantic Coast populations; good recovery of numbers since. Still very sensitive to disturbance in nesting colonies. Range expanding in west.
<b>Family</b>	Gulls and Terns
<b>Habitat</b>	Mostly ocean beaches, tidewater. Favors coastal waters protected from open surf, such as lagoons, estuaries, inlets, sheltered bays. Locally on inland lakes in Florida and at Salton Sea, California. Nests on sandy islands, beaches, shell banks. In South America, occurs far inland along major rivers.

The strange, uneven bill of the skimmer has a purpose: the bird flies low, with the long lower mandible plowing the water, snapping the bill shut when it contacts a fish. Strictly coastal in most areas of North America, Black Skimmers are often seen resting on sandbars and beaches. Unlike most birds, their eyes have vertical pupils, narrowed to slits to cut the glare of water and white sand. Flocks in flight may turn in unison, with synchronized beats of their long wings. The world's three species of skimmers are sometimes placed in their own separate family, although they are clearly related to the terns.

## Photo Gallery



## Feeding Behavior

Well-known for its skimming habit, furrowing the water with lower mandible, the upper mandible snapping down immediately when contact is made with a fish. Finds food by touch, not by sight; often forages in late evening or at night, when waters may be calmer and more fish may be close to surface. Rarely may forage by wading in very shallow water, scooping up fish.

## Eggs

4-5, sometimes 3, rarely 6-7. Variable in color, whitish to buff to blue-green, marked with dark brown. Incubation is by both sexes (male may do more), 21-23 days. Young: Both parents feed young, by regurgitation. Upper and lower mandibles of young are same length at first, so they are able to pick up food dropped on the ground by parents. Young wander in vicinity of nest after a few days; if danger threatens, may attempt to look inconspicuous by lying flat on beach, even kicking up sand to make a hollow to lie in. Able to fly at about 23-25 days.

## Young

Both parents feed young, by regurgitation. Upper and lower mandibles of young are same length at first, so they are able to pick up food dropped on the ground by parents. Young wander in vicinity of nest after a few days; if danger threatens, may attempt to look inconspicuous by lying flat on beach, even kicking up sand to make a hollow to lie in. Able to fly at about 23-25 days.

## Diet

Mostly fish. Feeds mostly on small fish that live just below surface of water. Also eats some small crustaceans.

## Nesting

Breeds in colonies. Courtship not well studied, may involve zigzagging flight with two or more males pursuing one female. Nest site on ground on open sandy beach, shell bank, sandbar; sometimes on gravel roof. Nest is shallow scrape in sand.

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Coastal Conservation

# Black Skimmer Chicks Need Our Help On The Beach

*Each year from May through August, Black Skimmers return to their breeding grounds in Pinellas County to lay eggs and raise their chicks in large colonies. Similarly, people return to the beaches during these same months to enjoy the warm sun, cool off in the turquoise waters, and spend time with their own families.*



This summer, Audubon Florida urges you to let the birds nest in peace by being mindful of skimmer flocks and protected nesting areas. Disturbances, from beach-runners to drones to leashed dogs, can wreak havoc on coastal birds—especially for nesting species. After a disturbance, skimmers’ attention is shifted away from incubating their eggs or protecting their helpless chicks. Skimmers will panic and fly from their nests, exposing chicks to danger until their parents return. For this reason, it is better to give skimmers and their nesting colonies space.



Black Skimmers. Photo: Jean Hall/Audubon Photography Awards.

Additionally, refuse left from beachgoers litters our beaches and near-shore waters, which can be easily mistaken for food by sea turtles and other marine animals. Hungry chicks nibble on plastic refuse, ingesting very small pieces.



Black Skimmers. Photo: Jean Hall/Audubon Photography Awards.

Audubon Birds in This Story

Florida works on multiple fronts to protect nesting birds during the summer, and

Black Skimmer  
Latin: *Rynchops niger*



especially during busy holiday weeks.



In 2017, an Audubon Florida trail camera showed parent birds at a Black Skimmer colony in Pinellas County scattering from their nests after fireworks were deployed nearby. While these birds returned, some abandoned the colony completely. Years earlier, skimmers flushed after a fireworks display and never returned to their nests. Last year, an Audubon Florida staff member observed a small, fluffy, leashed dog cause a Black Skimmer colony in Pinellas County to abandon their nesting site just days after laying their eggs.

In May, Black Skimmers will begin pairing up and creating small “scrapes” in the sand. This is a critical time when skimmers need to establish their colony in order to lay their eggs soon after. Each pair of skimmers will lay between 3-5 camouflaged eggs in their scrapes, and they will take turns incubating over the next few weeks until the eggs hatch. In early July, tiny skimmer chicks are adorned in downy feathers, making them particularly vulnerable to predators and the heat of the sun and sand. The chicks are also well-camouflaged, and they can be difficult to see if they wander outside of a posted colony.

You can help Black Skimmers and their nests and chicks by:

- Paying attention to signs and barriers and walk safely outside the roped off sections of beach.
- Keeping your dogs on a leash, or taking them to dog-friendly beaches.
- Notifying Audubon Florida staff if you see eggs or nests outside the roped-off area.
- Disposing of trash in designated receptacles to keep the beaches clean.
- Asking questions! We love talking about Florida's native bird species.

We thank you for supporting your local Black Skimmers!

If you see Black Skimmers on your beach and they are nesting or resting, please send an email to Holley Short, Shorebird Project Manager, at [holley.short@audubon.org](mailto:holley.short@audubon.org).

[Link to PSA video on protecting beach-nesting birds](#)

How you can help, right now

Donate to Audubon

# Black Skimmers - A Florida Beach Bird

Learn how to protect these iconic seabirds.



Did you know?

Black Skimmers live across the Southeast, Gulf Coast, and into South America. Because they nest right on the sand, they are vulnerable to human disturbance, storm surge, and predators.

They use their unique bills to skim fish off the surface of the water. Skimmers usually hunt in the dawn or evening hours. The oldest known Black Skimmer lived to be more than 23 years-old in the wild!

## Birds in This Story

Black Skimmer  
Latin: *Rynchops niger*



You can help these birds survive.

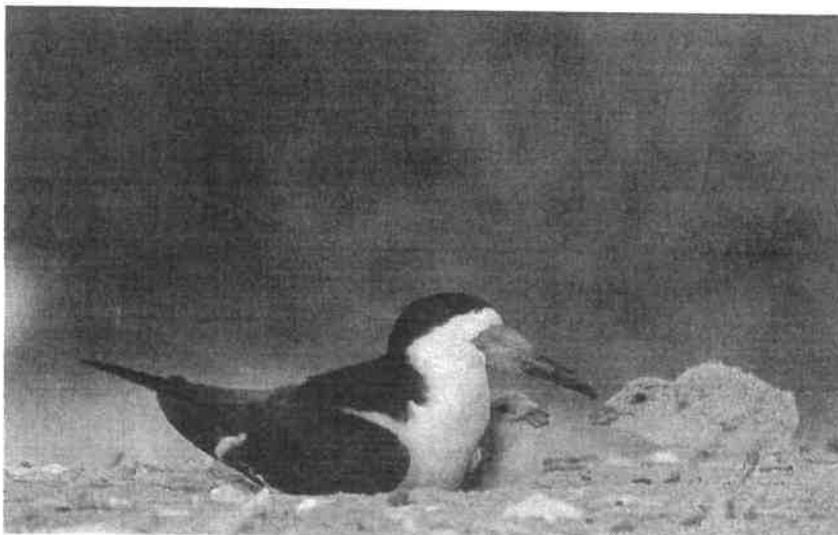
- Stay out of posted areas. Eggs and chicks are difficult to see.
- Play with beach toys away from the nesting area and resting birds.
- Keep fireworks and pets at home.
- Walk around flocks of resting birds. There may be flightless chicks resting, too!
- Become a Florida bird steward - learn how by [clicking here](#).
- Sign up [here](#) to use your voice to protect coastal bird species.

## Stay in Touch!

Show your love of birds today. Subscribe to receive email updates about Audubon's conservation work and hear about opportunities to help birds in your area or nationwide.

Stay in Touch!

Audubon Florida has worked for more than 120 years to protect birds and the places they need in the Sunshine State. Learn more about our work at [fl.audubon.org](http://fl.audubon.org).



Black Skimmers. Photo: Walker Golder/Audubon.

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## Title 14 – Aeronautics and Space

### Chapter I – Federal Aviation Administration, Department of Transportation

#### Subchapter F – Air Traffic and General Operating Rules

#### Part 103 Ultralight Vehicles

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## PART 103—ULTRALIGHT VEHICLES

**Authority:** 49 U.S.C. 106(g), 40103–40104, 40113, 44701.

**Source:** Docket No. 21631, 47 FR 38776, Sept. 2, 1982, unless otherwise noted.

### Subpart A—General

#### § 103.1 Applicability.

This part prescribes rules governing the operation of ultralight vehicles in the United States. For the purposes of this part, an ultralight vehicle is a vehicle that:

- (a) Is used or intended to be used for manned operation in the air by a single occupant;
- (b) Is used or intended to be used for recreation or sport purposes only;
- (c) Does not have any U.S. or foreign airworthiness certificate; and
- (d) If unpowered, weighs less than 155 pounds; or



- (e) If powered:
- (1) Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
  - (2) Has a fuel capacity not exceeding 5 U.S. gallons;
  - (3) Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
  - (4) Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

### **§ 103.3 Inspection requirements.**

- (a) Any person operating an ultralight vehicle under this part shall, upon request, allow the Administrator, or his designee, to inspect the vehicle to determine the applicability of this part.
- (b) The pilot or operator of an ultralight vehicle must, upon request of the Administrator, furnish satisfactory evidence that the vehicle is subject only to the provisions of this part.

### **§ 103.5 Waivers.**

No person may conduct operations that require a deviation from this part except under a written waiver issued by the Administrator.

### **§ 103.7 Certification and registration.**

- (a) Notwithstanding any other section pertaining to certification of aircraft or their parts or equipment, ultralight vehicles and their component parts and equipment are not required to meet the airworthiness certification standards specified for aircraft or to have certificates of airworthiness.
- (b) Notwithstanding any other section pertaining to airman certification, operators of ultralight vehicles are not required to meet any aeronautical knowledge, age, or experience requirements to operate those vehicles or to have airman or medical certificates.
- (c) Notwithstanding any other section pertaining to registration and marking of aircraft, ultralight vehicles are not required to be registered or to bear markings of any type.

## **Subpart B—Operating Rules**

### **§ 103.9 Hazardous operations.**

- (a) No person may operate any ultralight vehicle in a manner that creates a hazard to other persons or property.
- (b) No person may allow an object to be dropped from an ultralight vehicle if such action creates a hazard to other persons or property.

### **§ 103.11 Daylight operations.**

- (a) No person may operate an ultralight vehicle except between the hours of sunrise and sunset.
- (b) Notwithstanding paragraph (a) of this section, ultralight vehicles may be operated during the twilight periods 30 minutes before official sunrise and 30 minutes after official sunset or, in Alaska, during the period of civil twilight as defined in the Air Almanac, if:
  - (1) The vehicle is equipped with an operating anticollision light visible for at least 3 statute miles; and

- (2) All operations are conducted in uncontrolled airspace.

**§ 103.13 Operation near aircraft; right-of-way rules.**

- (a) Each person operating an ultralight vehicle shall maintain vigilance so as to see and avoid aircraft and shall yield the right-of-way to all aircraft.
- (b) No person may operate an ultralight vehicle in a manner that creates a collision hazard with respect to any aircraft.
- (c) Powered ultralights shall yield the right-of-way to unpowered ultralights.

**§ 103.15 Operations over congested areas.**

No person may operate an ultralight vehicle over any congested area of a city, town, or settlement, or over any open air assembly of persons.

**§ 103.17 Operations in certain airspace.**

No person may operate an ultralight vehicle within Class A, Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport unless that person has prior authorization from the ATC facility having jurisdiction over that airspace.

*[Amdt. 103-17, 56 FR 65662, Dec. 17, 1991]*

**§ 103.19 Operations in prohibited or restricted areas.**

No person may operate an ultralight vehicle in prohibited or restricted areas unless that person has permission from the using or controlling agency, as appropriate.

**§ 103.20 Flight restrictions in the proximity of certain areas designated by notice to airmen.**

No person may operate an ultralight vehicle in areas designated in a Notice to Airmen under § 91.137, § 91.138, § 91.141, § 91.143 or § 91.145 of this chapter, unless authorized by:

- (a) Air Traffic Control (ATC); or
- (b) A Flight Standards Certificate of Waiver or Authorization issued for the demonstration or event.

*[Doc. No. FAA-2000-8274, 66 FR 47378, Sept. 11, 2001]*

**§ 103.21 Visual reference with the surface.**

No person may operate an ultralight vehicle except by visual reference with the surface.

**§ 103.23 Flight visibility and cloud clearance requirements.**

No person may operate an ultralight vehicle when the flight visibility or distance from clouds is less than that in the table found below. All operations in Class A, Class B, Class C, and Class D airspace or Class E airspace designated for an airport must receive prior ATC authorization as required in § 103.17 of this part.

Airspace	Flight visibility	Distance from clouds
Class A	Not applicable	Not Applicable.
Class B	3 statute miles	Clear of Clouds.
Class C	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class D	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class E:		
Less than 10,000 feet MSL	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
At or above 10,000 feet MSL	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.
Class G:		
1,200 feet or less above the surface (regardless of MSL altitude)	1 statute mile	Clear of clouds.
More than 1,200 feet above the surface but less than 10,000 feet MSL	1 statute mile	500 feet below. 1,000 feet above. 2,000 feet horizontal.
More than 1,200 feet above the surface and at or above 10,000 feet MSL	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.

[Amdt. 103-17, 56 FR 65662, Dec. 17, 1991]

# Redington Shores Citizen Volunteer Program

Join the Redington Shores Citizen Volunteer Program today!

The Citizen Volunteer Program is designed to inspire community engagement by encouraging residents to get involved in the nuts and bolts of local government through volunteering their time and talents in various Town departments. This program seeks to create an innovative partnership between the Town and the citizens it serves by providing volunteers the opportunity to directly impact programs and services that our residents, businesses and visitors count on every day.

WHO JOINS THE PROGRAM? A DIVERSE RANGE OF DEDICATED PEOPLE WHO MAY BE:	THEY'VE DISCOVERED THAT VOLUNTEERING IS A GREAT WAY TO:
<ul style="list-style-type: none"><li>• between jobs &amp; want to keep their skills sharp</li><li>• retired with years of knowledge &amp; experience to share</li><li>• graduate program candidates in need of an internship opportunity</li><li>• high school students looking to serve civic volunteer hours</li><li>• new graduates seeking work experience</li><li>• civically engaged people who take the time to get involved in this community!</li></ul>	<ul style="list-style-type: none"><li>• earn recognition</li><li>• inspire community engagement</li><li>• help expand &amp; improve Town services</li><li>• meet new people &amp; make new friends</li><li>• develop marketable job skills</li><li>• gain experience with a great organization</li><li>• explore careers / build a resume</li><li>• make a difference in our community!</li></ul>

So what are you waiting for?

Volunteers do not need to live within the Town of Redington Shores (except for service on Town boards or committees where residency may be required), but must be at least 15 years old, and must complete a paper or online application.

Volunteers may be subject to background checks depending on where they will be placed. Citizen Volunteer Program members may earn special recognition and awards from the Town for their creditable volunteer service hours.

Browse the volunteer opportunities listed below. Complete the Citizen Volunteer application. If you do not see a volunteer position that interests you or matches your knowledge, skills and abilities, please complete it anyway and tell us where and how you feel you can best be of service in the Town. We will work with you and our departments to find the right volunteer opportunity for you!

## **General Office**

- Answer phones and provide initial front desk help at Town Hall
- Assist in filing, copying and records management tasks
- Assist with Town website design and content maintenance

## **Special Events**

- Annual Town Picnic
- Annual Town Christmas events

## **Parks & Beautification**

- Assist Town staff with light landscape maintenance
- Trash pickup days
- Give tours to new residents of Town park facilities

## **Community Emergency Response Team (CERT)**

- Under the leadership of the Fire or Police Chief, the CERT volunteer program spearheads the Community Emergency Response Team.
- The CERT Program provides a critical and valuable service to the community by educating residents about disaster preparedness, hazard prevention, trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations.

## **Town Boards and Committees**

- Auditor Selection Committee
- Beautification Committee
- Finance Committee
- Parks Committee
- Personnel Advisory Committee
- Planning Board
- Program for Public Information Advisory Committee

## Town of Redington Shores

17425 Gulf Blvd. Redington Shores, FL 33708

Phone (727) 397-5538 • Fax (727) 392-9470

[info@townofredingtonshores.com](mailto:info@townofredingtonshores.com)

Please email, fax, mail or hand deliver application



Town of  
**Redington Shores**

### VOLUNTEER PROGRAM APPLICATION

As a candidate for a volunteer position with the Town of Redington Shores, I am willing to furnish information for use in determining my qualifications. I authorize release of any and all information that you may have concerning me, unless such information is confidential and exempt from disclosure under the Florida Public Records Act.

I understand that for security purposes, and in some cases to comply with the law, a basic background check may be conducted to determine my eligibility to have certain access. I may also be fingerprinted if required by law. More detailed information will be requested only if a volunteer assignment (such as working with children) calls for a full security check.

PLEASE PRINT CLEARLY. IT IS IMPORTANT THAT YOU ANSWER ALL QUESTIONS  
ON THIS APPLICATION FULLY AND ACCURATELY.

\_\_\_\_\_  
Name: \_\_\_\_\_  
First Middle Last

Address: \_\_\_\_\_  
City State Zip How Long?

Primary Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

List any languages, other than English, which you speak or write fluently: \_\_\_\_\_

Provide information below to Town staff only upon further request if required by Florida Statutes Chapter 435 (volunteer screening):

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## EDUCATION & MILITARY SERVICE

High School Name \_\_\_\_\_ Town, State \_\_\_\_\_ Grade Completed \_\_\_\_\_ Year \_\_\_\_\_

College Name \_\_\_\_\_ Town, State \_\_\_\_\_ Years Completed \_\_\_\_\_ Year \_\_\_\_\_

Degree(s) Earned \_\_\_\_\_ Major(s) \_\_\_\_\_ Minor(s) \_\_\_\_\_

### Military Service:

Branch \_\_\_\_\_ Dates of Service \_\_\_\_\_

## EMPLOYMENT HISTORY

Present Employer: \_\_\_\_\_

Employer address and main phone: \_\_\_\_\_

Dates of work: \_\_\_\_\_

Job title and duties: \_\_\_\_\_

Please list any special skills, training, interests or hobbies which may allow the Town to evaluate your suitability for the volunteer opportunities you have expressed interest in:

## EMERGENCY CONTACT

Name \_\_\_\_\_ Phone \_\_\_\_\_

Relationship to Volunteer \_\_\_\_\_

## VOLUNTEER EXPERIENCE

Please list any current or previous volunteer activities you have engaged in for governments or non-profits:

Where did you learn of the Town of Redington Shores Volunteer Program?

What type of work do you wish to do or which listed Town volunteer opportunity to you seek (list all that apply)?

What days and hours would you be available?

DATES	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
TIMES							

Please give the name and phone number of two persons who could speak to your skills or prior volunteer work:

1. \_\_\_\_\_ Phone: \_\_\_\_\_

2. \_\_\_\_\_ Phone: \_\_\_\_\_

Why do you wish to volunteer with the Town of Redington Shores?

List any misdemeanor arrests or convictions (include dates):

List any felony arrests or convictions (include dates):

I hereby authorize the Town of Redington Shores to investigate my past or current activities and to receive full and complete disclosure of all records relating to me and my past employment, criminal or traffic reports or arrest reports or investigations.

I understand that the Town at times handles sensitive or confidential information, the disclosure of which could adversely affect a criminal investigation and in some instances may be a violation of law. I agree not to disclose any information obtained by me while engaged in my volunteer duties unless specifically authorized in advance by a Town supervisor. I understand that my failure to comply with this paragraph will result in my removal from the volunteer program.

I acknowledge that, while I am not an employee of the Town, I will be expected to perform my volunteer duties in accordance with all applicable Town codes and policies, including all risk management and safety rules and directions, the Town's policy against discrimination, and (if I am appointed to a Town board or committee), that I will follow the Florida Sunshine Law, the Public Records Act, and Code of Ethics for Public Officers, as those laws may apply to my service, and as guided by training from Town staff.

I hereby indemnify and hold the Town harmless from and against, any and all liability, for any injury to myself or my property or any other damage or cause of action, which may arise while I am engaged in volunteer activities with the Town. I agree that the Town will not be responsible for any activities, liability, suits or damages which may occur during or as a result of my volunteer status with the Town, which occur outside the scope of the responsibilities and duties assigned to me.



I agree that if I am injured or involved in an accident/incident involving injury or property damage while performing my volunteer duties, I will immediately report the injury to the Town Administrator, Town Clerk, or if either are unavailable, to a Town Commissioner or other Town employee.

The statements made by me in this application are true and complete to the best of my knowledge. I understand that any misstatements or material omission on this application will be considered sufficient cause to disqualify me for volunteer opportunities with the Town of Redington Shores.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE OF PARENT/GUARDIAN:** \_\_\_\_\_  
(If Volunteer is under 18 years old)

**DATE:** \_\_\_\_\_

Please read the following statements carefully. Sign and return this form with your completed application.

### **Automatic Disqualifiers**

The Town of Redington Shores Volunteer Program will **NOT** consider the application of any individual who the Town's investigation reveals:

1. Was convicted of a felony or offense that would be a felony if committed in Florida.
2. Has used marijuana or other illegal drugs within the last six months.
3. Has sold marijuana or other illegal drugs within the last two years.
4. Has falsified his or her application, including the omission of required information.

### **Discretionary Disqualifiers**

The following disqualifiers **MAY**, upon review, make you ineligible to volunteer for the Town:

1. A physical or mental disability that would substantially impair your ability to safely perform your volunteer duties even with a reasonable accommodation.
2. Reporting for volunteer duty impaired by alcohol or prescription drugs.
3. Failure to comply with the laws, codes and Town policies which apply to the volunteer or her or his work.
4. Any conduct on the part of the volunteer which, in the view of the Town, would tend to disrupt, diminish, or otherwise jeopardize public trust in the Town.

**I have read and understand the above disqualifiers. Please consider my application for participation in the Town of Redington Shores Volunteer Program.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Town of Redington Shores Volunteer Program**  
**Social Security Number Usage Statement**

The Town of Redington Shores may collect and maintain Social Security Numbers (SSN) from volunteer program applicants. The Town is dedicated to ensuring the privacy and proper handling of this information in accordance with the Federal Privacy Act of 1974 and the Florida Statutes § 119.071(5)(2)(a). The Town of Redington Shores will continue to collect social security numbers as mandated and allowed by law. The SSN is utilized for the purpose of running criminal history background checks on all volunteers within the Town where the volunteer position calls for such checks to be made. Below are the main uses of SSN related to the Town's volunteer program:

- Conducting local (Pinellas County) and state (FDLE-Florida Department of Law Enforcement) criminal history background checks
  
- Positive identification during legal review of records with criminal hits

# **Town of Redington Shores Volunteer Program Outline**

## **Application Process**

1. Volunteer calls, visits or e-mails and expresses interest in the program.
2. Application materials are obtained by applicant at Town Hall, mailed or emailed, or downloaded from the Town's website.
3. The completed application is returned by email, fax, mail or hand delivered to the Town of Redington Shores Town Hall, 17425 Gulf Blvd. Redington Shores, Florida 33708.

## **Screening Process**

1. The Town's Administrator and/or Town Clerk will review the application to ensure completeness, to match applicants with available volunteer opportunities (including those positions listed as currently available on the Town's website), and (if required by law), ensure a criminal background check is performed. If a background check is required, the Town will reach out to the applicant to obtain any additional information necessary to facilitate the check.
2. Once the screening process is complete, the Town staff will notify the applicant as to when volunteer service may begin, who the applicant would be reporting to, what clothing or equipment the volunteer may need to wear or bring, and what equipment the Town will provide to facilitate the volunteer work.
3. If the volunteer will be serving on a Town board or committee, the Town Clerk will coordinate with the volunteer on a day and time the volunteer would be orientated to the mission and duties of the board or committee, and be advised of the laws and code provisions applicable to the board or committee, and the volunteer's status as a Town board or committee member.

## **Process for Beginning to Serve**

1. Once a volunteer is cleared to work, the volunteer will normally coordinate her or his work with the Town employee or official who will be supervising the volunteer's performance. The volunteer and supervisor will coordinate which days and times and locations the volunteer will work at depending on the needs of the Town and availability of the volunteer.

2. **Volunteers who are serving on a Town board or committee will coordinate meeting times and locations with the Town Clerk or Deputy Clerk.**
3. **Volunteers (other than those serving on Town boards or committees) are asked to track their volunteer hours using a volunteer timesheet provided by the Town. This information helps the Town to know which volunteers were performing on which dates and times, and to track volunteer participation over time.**



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 174<sup>th</sup> Avenue East to 183<sup>rd</sup> 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 174<sup>th</sup> Ave E to 183<sup>rd</sup> 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  
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### **Next Steps**

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

	<b>Task</b>	<b>Responsible Party</b>
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
<b>a) Remaining Net Book Value</b>	\$ -
Of existing overhead facilities to be removed*	
<b>b) Removal Cost</b>	\$ -
Of existing overhead facilities*	
<b>c) Salvage Value</b>	\$ -
Of existing overhead facilities*	
<b>d) Construction Cost of Underground</b>	\$ 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	
<b>e) Construction Cost of Overhead</b>	\$ (1,018,778.75)
Estimated construction cost of overhead facilities Including overhead service drops to customers' meters	
<b>f) Cost Estimate Fee</b>	\$ (5,295.00)
Qualifying binding cost estimate fee	
<b>g) Lifecycle Operations Costs</b>	\$ (173,526.84)
The net present value of the lifecycle operational costs differential including storm restoration	
<b>Total Charges</b>	<b>\$ 1,597,715.54</b>

**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.

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**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**

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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

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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.

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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: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

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: \_\_\_\_\_

## Commissioner Dist. 3

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**From:** Susan Smith <susanann5152@gmail.com>  
**Sent:** Thursday, May 11, 2023 3:03 PM  
**To:** Commissioner Dist. 3  
**Subject:** Fwd: [EXTERNAL] Re: STATUS UPDATE - Town of Redington Shores - WO46681748  
**Attachments:** image001.jpg

To fill you in on my conversation with Duke Energy.  
Thanks, Susan  
813.505.8051

----- Forwarded message -----

**From:** Tucker, Miriam <Miriam.Tucker@duke-energy.com>  
**Date:** Thu, May 11, 2023, 10:15 AM  
**Subject:** RE: [EXTERNAL] Re: STATUS UPDATE - Town of Redington Shores - WO46681748  
**To:** Susan Smith <susanann5152@gmail.com>  
**Cc:** Stapleton, Laura <Laura.Stapleton@duke-energy.com>, Clark, Chiquita <Chiquita.Clark@duke-energy.com>

Good morning Susan,

I am the Project Manager assigned to the undergrounding project. Yes, I am waiting for notification from the city that they would like to proceed with the project. I am not sure if the other utilities have been notified yet. There are also a number of other requirements that would need to be completed before construction can start including all CIAC paid, easement acquisitions, permits, etc.

I hope this clarifies some of your questions.

Thank you,

**Miriam Tucker**

Project Manager

Customer Delivery | Duke Energy Florida

Office: 727.372.5164 | Cell: 727.224.2393

[www.duke-energy.com](http://www.duke-energy.com)

[www.illumination.duke-energy.com](http://www.illumination.duke-energy.com)

Construction Tool Box

Utility Scam Awareness

**From:** Clark, Chiquita <[Chiquita.Clark@duke-energy.com](mailto:Chiquita.Clark@duke-energy.com)>  
**Sent:** Thursday, May 11, 2023 9:32 AM  
**To:** Susan Smith <[susanann5152@gmail.com](mailto:susanann5152@gmail.com)>  
**Cc:** Stapleton, Laura <[Laura.Stapleton@duke-energy.com](mailto:Laura.Stapleton@duke-energy.com)>; Tucker, Miriam <[Miriam.Tucker@duke-energy.com](mailto:Miriam.Tucker@duke-energy.com)>  
**Subject:** RE: [EXTERNAL] Re: STATUS UPDATE - Town of Redington Shores - WO46681748

Good morning,

The joint-users are typically notified closer to the project's completion date. The Florida statute outlines the process and timeline in which a joint user must respond - An attaching entity must remove its pole attachments from a redundant pole within 180 calendar days after receipt of an electronic or a written notice from the pole owner requesting such removal. Ultimately, this process may take an extended period of time based on project timelines and the joint-users responsiveness. I will follow up with our lighting to provide feedback regarding your question related to the turtle lights. I've copied, Miriam Tucker from our project management team who may be able to provide additional information regarding your questions about the CIAC process.

*Chiquita Clark*

Gov't & Community Relations

Duke Energy Florida - Pinellas & Pasco Counties

299 First Avenue N. | FL163 | St. Petersburg, FL 33701

Office: (727) 820-4405

Mobile: (727) 248-9632

- [Report an Outage](#)
- [EV Initiatives - Florida](#)
- [Storm Safety](#)
- [Duke Energy News Center](#)

**From:** Susan Smith <susanann5152@gmail.com>  
**Sent:** Wednesday, May 10, 2023 3:41 PM  
**To:** Clark, Chiquita <Chiquita.Clark@duke-energy.com>  
**Cc:** Stapleton, Laura <Laura.Stapleton@duke-energy.com>  
**Subject:** Re: [EXTERNAL] Re: STATUS UPDATE - Town of Redington Shores - WO46681748

Thank you for your quick response, Chiquita. I have a few questions about next steps. I suppose you are waiting for Mayor Henderson's approval of the

estimate to proceed. Does Duke require payment in full, or in part, of the CIAC before construction begins?

There are a lot of facilities on those poles - transformers, capacitors, street lights, other utility attachers, etc. Have the cable and phone companies been

notified they need to vacate? Also, you indicated our new turtle lights are on their way. Will they be installed on the current old poles for now, and then

moved over to new light poles when the old poles finally come down? Or will we wait and do it all at once?

I will touch base with the Mayor to see if she has any questions or concerns regarding the estimate you sent. Perhaps she is waiting for the next

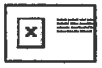
commission meeting to get approval to move forward. I'll let you know what I find out...

Thanks again!

Yours in Rotary Service,

Susan Smith

813-505-8051



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On Tue, May 9, 2023 at 3:22 PM Clark, Chiquita <[Chiquita.Clark@duke-energy.com](mailto:Chiquita.Clark@duke-energy.com)> wrote:

Good afternoon, Susan,

It's a pleasure to virtually meet you. I'd be happy to assist with checking on the status of your underground project. If I recall correctly, the last communication to the Town of Redington Shores in reference to project, was the non-binding cost estimate detailing the location and estimated cost of the project. I believe it was sent to Mayor Henderson on April 1<sup>st</sup>, 2023. I will double check to confirm.

*Chiquita Clark*

Gov't & Community Relations

Duke Energy Florida - Pinellas & Pasco Counties

299 First Avenue N. | FL163 | St. Petersburg, FL 33701

Office: (727) 820-4405

Mobile: (727) 248-9632

- [Report an Outage](#)
- [EV Initiatives - Florida](#)
- [Storm Safety](#)
- [Duke Energy News Center](#)

**From:** Susan Smith <[susanann5152@gmail.com](mailto:susanann5152@gmail.com)>

**Sent:** Tuesday, May 9, 2023 2:56 PM

**To:** Stapleton, Laura <[Laura.Stapleton@duke-energy.com](mailto:Laura.Stapleton@duke-energy.com)>; Clark, Chiquita <[Chiquita.Clark@duke-energy.com](mailto:Chiquita.Clark@duke-energy.com)>

**Subject:** [EXTERNAL] Re: STATUS UPDATE - Town of Redington Shores - WO46681748

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Good afternoon, Laura and Chiquita,

My name is Susan Smith and I am a volunteer, working with the Town of Redington Shores Beautification Committee, reporting to Commissioner Blackburn.

I worked as a New Construction Project Manager for many years at Tampa Electric and most recently retired from Lakeland Electric as a C&I Account Manager,

so since I understand the utility construction process, I've been asked to check on another, bigger project in RS. Our township has been waiting for a long time

to have our OH distribution lines converted to UG service along Gulf Blvd, and I am writing to see if you can direct me to our Project Manager/Field Engineer/

whoever is the correct person to check on the status of our project.

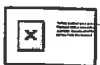
Thank you for the update on our Turtle Light project - this is exciting news for us! Please let me know if you need any other info to help me with the

OH/UG project, so I can provide a report to the committee at our June meeting.

Yours in Rotary Service,

Susan Smith

813-505-8051



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On Tue, May 2, 2023 at 6:02 PM Commissioner Dist. 1 <[comdist1@redshoresfl.com](mailto:comdist1@redshoresfl.com)> wrote:

Jennie Blackburn

Dist 1 Commissioner

Town of Redington Shores

(727) 470-0032

Begin forwarded message:

**From:** "Stapleton, Laura" <[Laura.Stapleton@duke-energy.com](mailto:Laura.Stapleton@duke-energy.com)>  
**Date:** May 2, 2023 at 12:25:26 PM EDT  
**To:** "Commissioner Dist. 1" <[comdist1@redshoresfl.com](mailto:comdist1@redshoresfl.com)>  
**Cc:** "Clark, Chiquita" <[Chiquita.Clark@duke-energy.com](mailto:Chiquita.Clark@duke-energy.com)>  
**Subject:** **STATUS UPDATE - Town of Redington Shores - WO46681748**

Good day, Jennie! Please know that our field verification for **Town of Redington Shores** under WO#46681748 has been completed. We will be ordering materials and scheduling the installation as soon as we have the inventory on-hand. I will be back in touch with you once I have the targeted installation date from our Conversion Team.

Thank you,

*Laura Stapleton*

**Business Development Sales Associate**

**Outdoor Lighting Program**

3300 Exchange Place | Lake Mary FL 32746  
☎ 407.942.9205

## TOWN OF REDINGTON SHORES

### POSITION DESCRIPTION

<b>POSITION TITLE:</b>	Town Administrator
<b>DEPARTMENT:</b>	Administration
<b>REPORTS TO:</b>	Board of Commissioners
<b>SUPERVISES:</b>	All Town employees including appointed positions as conferred by the Board of Commissioners Ordinance 21-08
<b>EMPLOYMENT CLASSIFICATION:</b>	Exempt – Full Time – 40+ hours per week

#### GENERAL DESCRIPTION:

The Town Administrator is entrusted with numerous and diverse duties. The position is one of high responsibility requiring advanced leadership, management, and administrative work as the Chief Administrative Executive. The purpose of this position is to direct and coordinate all phases of the Town of Redington Shores municipal government and to ensure the efficient and effective operation of all departments.

Work involves the leadership, management, supervision, and coordination of activities related to the Town in accordance with the policies adopted by the Board of Commissioners, Town Charter, Resolutions, Ordinances, and applicable Federal and State Laws. The person in this position is appointed by and serves at the pleasure of the Board of Commissioners and under general direction, plans, directs, organizes, and controls daily operations of the Town including the overall management of the Town's human, financial, and physical resources to achieve the Town's objectives, implementation of master plans, and the efficient operation of Town programs.

#### ESSENTIAL FUNCTIONS (KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS):

*Essential functions, as defined under the Americans with Disability Act, may include the following tasks, knowledge, skill, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions, tasks, management, and leadership functions performed in this position.*

- Responsible for the efficient and proper administration of all Town business as defined by the Board of Commissioners.
- Must possess a thorough knowledge and interpretation of the ordinances, policies and procedures of the Town.
- Recommends the hiring, discipline, removal, promotion, and other related personnel matters to the Board of Commissioners, as well as performs performance evaluations of Town employees.
- Required to deal tactfully, diplomatically, and confidentially with the general public, Town officials, and employees.
- Directs, supervises, coordinates, and delegates the activities of the administration of all Town departments, offices, agencies, and contracts of the Town except as otherwise provided by the Town Charter, or by law.
- Execute contracts on behalf of the Town unless the Board of Commissioners or Charter provide otherwise.
- Works directly and effectively with each Commissioner in their assigned areas of responsibility.
- In conjunction with the Building Official and Town Clerk, authorizes the agenda for the meetings of the Planning and Zoning Board and Special Magistrate.
- Attends meetings of the Planning and Zoning Board, and Special Magistrate, and all other Boards and Committees of the Town.



- Makes purchases involving expenditures of less than \$1,000. Makes recommendations to the Board of Commissioners on all other purchases and prepares quotes, bids for those items requiring a bid, supervises all bid procedures, and promulgates purchasing rules consistent with state laws.
- Serves as the property manager of all Town facilities, including but not limited to Town Hall, the Town maintenance facility, all Town parks, mini-parks, and all other real estate and personal property owned by the Town.
- Oversees the continual supervision of, and implementation of the Town's Emergency Disaster and Hurricane Response Plans.
- Required to work before, during, and after a declared and/or undeclared emergency.
- Responsible for collaborating with the Town Clerk to ensure agendas are established for Town Commission meetings.
- Attends Commission meetings and participates as the Chief Administrative Executive of the Town.
- Collaborates and gathers input from the Financial Advisory Committee (FAC). Prepares and submits an annual itemized budget, budget message, and capital program to the Board of Commissioners, in a form and within a time frame established by ordinance and state law.
- Submits to the Board of Commissioners, and makes available to the public, a complete report on the finances and administrative activities of the Town at the end of each fiscal year.
- Makes such other reports as the Board of Commissioners may require concerning the operations of Town departments, offices, and agencies that are subject to the Administrator's direction and supervision.
- Keeps the Board of Commissioners fully advised as to the financial condition, as well as the future policy and ordinance needs of the Town and makes such recommendations to the Board of Commissioners concerning the affairs of the Town.
- Maintains community respect with the Town of Redington Shores through good public relations and by keeping residents and business owners informed of Town progress and policies as required.
- Resolves or assists in the resolution of complaints concerning Town operations with citizens and others and/or refers to the appropriate Town official for the appropriate actions.
- Directs the media relations activities of the Town.
- Studies, analyzes, and makes recommendations to the Board of Commissioners related to salaries, job duties, responsibilities, safety, training, morale, efficiency, and various other personnel policies for Town employees.
- Studies, analyzes, and makes recommendations to the Board of Commissioners related to all public service issues in an effort to improve Town services.
- Reviews, approves, and coordinates scheduled absences of employees to ensure continuity of Town services.
- Consults with the Board of Commissioners on the hiring or removal of all employees.
- Visualizes, documents, and communicates both current and future goals and objectives of the Town.
- Establishes and maintains good working relationships with other government entities within Pinellas County, as well as with State agencies.
- Performs such other duties as may be assigned by the Board of Commissioners, not inconsistent with the position, existing Ordinances, Resolutions, the Town Charter, or laws.

**ESSENTIAL PHYSICAL REQUIREMENTS AND TASKS:**

- The work is typically performed with the employee sitting, standing, or walking.
- The employee must occasionally lift objects up to 20 pounds.

## **ENVIRONMENTAL CONDITIONS:**

A considerable amount of time is spent in an office environment. Will frequently be required to work in outdoor environments with visits to work sites and other related Town activities and events.

## **MINIMUM QUALIFICATIONS, LICENSES, CERTIFICATIONS, OR REGISTRATIONS:**

- Graduation from an accredited four-year college or university with a Bachelor's degree in Public Administration, Business, Management, or other closely related field. Master's degree preferred.
- Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government. ICMA Credentialed Manager preferred.
- Ability to express oneself clearly in writing and orally and to appear before groups of citizens and the Board of Commissioners to present data and programs.
- Knowledge of municipal government relationships to State and Federal government organizations.
- Knowledge of modern management and leadership techniques and applications.
- Minimum of five years progressive experience in municipal government, with three years minimum as the County/City/Town Manager/Administrator, or Assistant Manager/Administrator.
- Must be, or become, an active member with the International City Managers Association (ICMA), the Florida League of Cities (FLC), and Florida City County Managers Association (FCCMA).
- Must complete required courses for National Incident Management System (NIMS).
- Must possess and maintain a valid Florida Driver License.

*NOTE: Reasonable accommodation considerations will be made for otherwise qualified individuals with a disability. The job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job related instructions and to perform any other job-related duties requested by the Board of Commissioners.*



## Position Announcement Town Administrator

### Welcome to the Town of Redington Shores

Located on a barrier island in Pinellas County Florida, Redington Shores was incorporated in 1955 and covers approx. 220 acres with just under 1.2 miles of Gulf Beach. Redington Shores is located midway between Clearwater and St. Pete Beach, is within 30 minutes of the Tampa International Airport and has World Class Sports teams and entertainment readily available; including the Tampa Bay Buccaneers NFL franchise, Tampa Bay Rays, one of the hottest teams in Major League Baseball (along with several minor league teams that call the area home), as well as the Tampa Bay Lightning (NHL). Busch Gardens Tampa Theme Park and the Orlando Theme Parks are just a short drive. There are abundant educational opportunities, with the University of South Florida in nearby Tampa and the University of Central Florida in Orlando, along with several regional public and private colleges.



### GOVERNMENT

The Town operates under a Charter providing for a five-member Commission. The Town is divided into 4 districts represented by elected Commissioners who serve two year staggered terms and a Mayor-Commissioner elected at large and serving a 3-year term. The current Mayor is the longest serving member, originally elected to the Commission in 2014, one member is in their second term, and the remaining being newly elected (one of the newly elected members served a term previously in the 1990's).

Services provided by the Town include Building, Park Maintenance, Administration, Sanitation (contracted with 3<sup>rd</sup> Party), Stormwater, Wastewater (Town owned infrastructure, processing contracted to the County), Police protection is contracted with neighboring Indian Shores, Fire Protection is contracted with the City of Seminole and Madeira Beach, and Code Enforcement is provided by the Pinellas County Sheriff's Office.

## **CHALLENGES AND OPPORTUNITIES**

Redington Shores is a beautiful Town that is in a sound financial position. The Town is generally built out with most building activity centered on redevelopment and remodeling. Some immediate challenges that will face the incoming Administrator are aging wastewater infrastructure, upgrading the Town financial software, and acting on recommendations from the 20 year stormwater master plan once it is complete (currently underway). Work has begun on the sewer and some areas are completed, such as mainlining. However, there is still much to be done with the system as a whole, including upgrades to lift stations and updating laterals. Additionally, the Town Commission has charged the advisory Beautification Committee to present a unified plan to update the various Town parks and public spaces. Perhaps the largest challenge is assisting the Town in developing a vision for the future. Currently the Town is split between full-time residents, seasonal residents, and vacation rental properties and the Town needs to find a balance that is amenable to all.

## **THE IDEAL CANDIDATE**

Redington Shores is seeking an exceptional Administrator and leader who has a passion for his/her community and is eager to help take it to the next level. While he/she works for the Commission, the individual will be more of a partner and advisor. The Administrator will understand politics, but not be involved in them. He/she will have unimpeachable integrity, believe strongly in transparency, and be technically competent. The individual will be achievement oriented and a strategic thinker—someone who is

always working diligently to identify and capitalize on improving Town services.

The ideal candidate will have at least a bachelor's degree in business or public administration, or another area related to city management. The best candidates will have at least five years of experience as a city manager or assistant city manager with expertise in local government, finance and budgeting, and process development. Preference for candidates with Florida coastal experience.

## **COMPENSATION**

The salary range is \$90,000 to \$130,000 and will depend upon qualifications and experience. Medical, Dental, and Vision are currently paid 100% by the Town with a 25% Town contribution for dependent coverage. The Town of Redington Shores participates in the Florida Retirement System (FRS).

## **RESIDENCY**

Residency within Town limits is not required, but elected officials prefer residency within close proximity as negotiated with the Commission.

## **TO APPLY**

Submit your Cover letter, a detailed resume, and 5 professional references to: [TownClerk@RedShoresFL.com](mailto:TownClerk@RedShoresFL.com) by 12:00 P.M. May 19th 2023.





## Fiscal Year 2023 - 2024 Budget Calendar

January	11	Regular Commission Meeting - Budget Calendar Provided to Commission
February	10	Departmental Budget Worksheets Prepared
April	14	Departmental Requests Due to Town Administrator
May	31	First Draft of Budget Completed
June	1	Property Appraiser Delivers Estimate of Taxable Value
June	14	Regular Commission Meeting - First Draft of Budget Provided to Commission
June	28	Budget Workshop
July	1	Property Appraiser Delivers Certification of Taxable Value (DR-420)
July	12	Regular Commission Meeting
July	26	Budget Workshop - Special Meeting to Immediately Follow to Adopt Tentative Millage Rate
August	2	Last Day For Town to Notify Property Appraiser Of Proposed Millage Rate and Date / Time / Place of First Public Budget Hearing (DR-420, DR-420MMP)
August	9	Regular Commission Meeting
August	21	TRIM Notices Mailed by Pinellas County
August	23	Budget Workshop
September	1	Budget for First Public Hearing Posted to Town Website
September	6	First Public Hearing to Adopt a Tentative Budget and Proposed Millage Rate (between 65 and 80 days after certification, at least 10 days after TRIM mailing)
September	13	Town Advertises Intent to Adopt a Final Budget and Millage Rate and Final Public Hearing Date (advertisement to appear within 15 days of adoption of tentative budget)
September	20	Final Public Hearing To Adopt Final Budget And Millage Rate (between 2 & 5 days after ad appears)
September	22	Town to Provide Millage Rate Resolution to Property Appraiser and Tax Collector (within 3 days after adoption of resolution)
October	1	Effective Date of New Fiscal Year Budget
October	2	Town to Review Completed DR-422, Final Taxable Value Certification, From Property Appraiser
October	5	Town to Return Completed DR-422 to Property Appraiser and State of Florida
October	6	Town to Submit Completed TRIM Compliance Package to State of Florida (within 30 days of final public hearing)
October	6	Adopted Budget for Fiscal Year 2023 - 2024 Posted to Town Website