

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

1. APPROVAL OF MINUTES –Special Meeting June 8; Regular Meeting June 14; Special Meeting June 22; Special Meeting June 28; Budget Meeting June 28; Regular Workshop Meeting June 28
2. Redington Shores and Indian Shores Agreement for Law Enforcement Services
3. Pinellas County Sheriff's Contract FY24

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

1. Second Advertised Reading Ordinance 23-01 - Amending Chapter 111 of the Town Code Related to Peddling and Soliciting to Address Vending in Public Areas and to Clarify Enforcement Authority

NEW BUSINESS

1. First Reading Ordinance 23-06 - Repealing § 63-12 of the Town Code Related to Private Docks and Creating new § 63-12 and § 63-12.1 of the Town Code Related to Design and Periodic Inspections of Private Docks.
2. First Reading Ordinance 23-07 – Amending Chapter 109 (Peace and Good Order) To Remove Outdated or Unenforceable Code Provisions and to Create Prohibition on the Operation of Powered Paragliders.
3. First Reading Ordinance 23-08 - Creating a New Article III (Unsafe Structures) of Chapter 103 (Nuisances) to Provide for the Prohibition of Such Structures and for the authority of the Town to Ensure Such Structures are Abated or Removed.
4. Approving Town Administrator contract
5. Bank Signatory Agent Approval

MISCELLANEOUS

Special Budget Meeting- Wednesday, July 26, 2023 – 6:00 p.m.

Workshop Meeting- Wednesday, July 26, 2023 – Immediately Following Special Budget Meeting

Regular Meeting – Wednesday, August 9, 2023 – 6:00 p.m.

COMMISSION REPORTS

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

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

ADJOURNMENT

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.

**SPECIAL MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, JUNE 8, 2023 – 5:30 P.M.
MINUTES**

Call to Order: 5:30 P.M. Pledge of Allegiance

Attendance:

In person, Mayor Commissioner Henderson, Vice Mayor Commissioner Hendrickson, Commissioner Blackburn, Commissioner Herig, Commissioner Licata
By phone: Attorney Eschenfelder
Quorum present.

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. Selection of Town Administrator Finalists- Commission discussed their phone interviews with the candidates, their findings and who they individually selected as their top three candidates. Vice Mayor Hendrickson created an interview outline and employment reference check form for each of the candidates she interviewed and handed out copies to the Commissioners. Commission discussed.

Public comment: Loretta Fricks - 235 176th Ave E
Susan Palena - 201 175th Ave E

Commissioner Herig motioned to move forward with Guy Patterson, Michael S McGlothlin and Howard W Brown Jr. as the final top three candidates. 2nd, by Commissioner Blackburn. Vote taken: All yay.
Commission asked the Town Clerk to notify the final three candidates and to also request that they submit a 30-60-90-day plan to the town clerk by June 17th. This would be a plan that they would have for the town if they were to become our Administrator. Commission asked the town clerk to post the final three resumes to the town website with a link to her email for the public to be able to comment. All emails will be collected and forwarded to the commission prior to June 22nd. A notice will be posted on the electronic sign at town hall regarding the selection of the finalists. Commission discussed having the Town Attorney perform full background checks on the final three candidates. Consensus: All yay.
A Special Meeting is set for June 22nd at 5:30PM for the candidates second and final interview. The candidates will interview one on one with each Commissioner. After the interviews are completed, the Commission will gather in the Commission Chamber and discuss their results. The meeting will then be open for Public Comment. After public comment, a new Town Administrator will be chosen. The Town Attorney would then begin contract negotiation with the Administrator and report back to the Commission.

Action Item: Notify candidates, request 30-60-90-day plan, notice put on electronic sign, post resumes to town website.

Person Responsible: Town Clerk, Deputy Clerk

Action Item: Perform full background checks on the three finalists.

Person Responsible: Town Attorney

MISCELLANEOUS

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.

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

None

ADJOURNMENT 7:04 PM

Respectfully submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING MINUTES
WEDNESDAY, JUNE 14, 2023 - 6:00 P.M.**

Call to Order: 6:00 P.M. Pledge of Allegiance.

Attendance: Vice Mayor Commissioner Hendrickson, Commissioner Herig, Town Administrator Shoobridge, Attorney Robert Eschenfelder.

By Zoom: Mayor Commissioner Henderson

Absent: Commissioner Blackburn

Quorum present.

Consent Agenda

1. APPROVAL OF MINUTES – Special Meeting May 3; Regular Meeting May 10; Special Meeting May 22; Regular Workshop Meeting May 31

Commissioner Herig moved to approve the consent agenda. Vice Mayor Commissioner Henderson, 2nd. Vote taken: All yay.

2. Redington Shores and Indian Shores Agreement for Law Enforcement Services-Tabled

PROCLAMATIONS:

1. *HOPE Villages of America – Hunger Awareness Month 2023*- Vice Mayor Commissioner Hendrickson read a proclamation from HOPE Villages of America and proclaimed June as “Hunger Awareness Month” for the Town of Redington Shores.

APPEARANCES AND PRESENTATIONS:

1. Indian Shores Police Department Accreditation Team- Major Smith explained the accreditation process and how the program works.

ADMINISTRATIVE PUBLIC HEARINGS

1. Appeal of Magistrate Final Order by Jennifer Beasley regarding Lots 21 and 22 on 181st Ave. West.- Attorney Eschenfelder opened the hearing by reading Town Code Section 90-130. He explained the steps and procedures that will need to be followed. He asked the Commission if any of them wish to disclose and ex parte communications any of them may have had with either the appellant or the respondent. Vice Mayor Commissioner Hedrickson and Mayor Commissioner Henderson spoke regarding any communication. Attorney Icerman requested that the Town Attorney ask the Commission if personal relationships would require their recusal. Attorney Eschenfelder asked, consensus was no. The appellant gave their testimony, Christine Warren of 35 180th Ave West spoke. She requested that the commission send the order back to the Special Magistrate. Her reason is because she said you can build a 2600 square foot home on the lot without any special variances. Her concern was that if the 2.5' variance is being granted, there would not be enough room between homes to allow for such things like emergency situations or maintenance. The respondent, Attorney Jessica Icerman of Stearns Weaver Miller Weissle Alhadeff & Sitterson, P.A., spoke. She objected to standing based on grievance. She asked the commission to affirm the Special Magistrate's decision. Commission discussed. Commission asked Attorney Icerman several questions. Eschenfelder spoke clarifying the appeal hearing procedures. Christine Warren speaks. Commissioner Herig requests clarification regarding the process of decision making for the Commission. Eschenfelder clarifies. Motion by Commissioner Herig to uphold the Special Magistrate's decision. No 2nd, motion dies. Mayor Henderson asks Attorney Icerman to speak regarding all criteria being met for the variance to be granted. Attorney Icerman speaks. Commission discussion. Christina Warren speaks. Herig motions to affirm. lot 21 and vacate lot 22 with the reason of 90-127(C) not being met. Mayor commissioner Henderson, 2nd. Vote taken: All yay.

OLD BUSINESS

1. Approval of the 21/22 Audit- Motion by Commissioner Herig to approve. Commissioner Licata, 2nd. Commission discussed. No public comment. Vote taken: All yay.

NEW BUSINESS

1. First Reading Ordinance 23-01 - Amending Chapter 111 of the Town Code Related to Peddling and Soliciting to Address Vending in Public Areas and to Clarify Enforcement Authority- Attorney Eschenfelder reads Ordinance 23-01 by title. Motion by Mayor Commissioner Henderson to adopt. Commissioner Herig, 2nd. No Commission discussion. No public comment. Vote taken: All yay.
2. Draft of 23/24 Budget-Tabled by Commission
3. Bi-Weekly Pay for Town Employees – Administrator Shoobridge requested that the town move to payroll being bi-weekly instead of weekly. Commission discussed. Motion by Commissioner Herig to move to bi-weekly pay beginning September 1st as the first bi-weekly pay day for the work weeks of August 13-26. Mayor Commissioner Henderson, 2nd. No commission discussion. No public comment. Vote taken: All yay.
4. Selection of Town Audit Firm – Commissioner Herig commends the audit selection committee for their work. Motion by Commissioner Herig to accept the committee’s recommendation of Wells, Houser & Schatzel, P.A. Mayor Henderson, 2nd. No commission discussion. No public comment. Vote taken: All yay.
5. Resolution 06-23 – Repealing Resolution 01-2022 and Reassigning the Beautification Mission of the Former Beautification Committee to the Parks and Recreation Advisory Committee- Attorney Eschenfelder reads Resolution 06-23 by title. Commission discussed. Motion by Commissioner Herig to accept Resolution 06-23, repealing Resolution 01-22, merging the mission of Beautification and Parks and Rec as well as to take out the third “whereas” exordial clause. Commissioner Licata, 2nd. No commission discussion. Public Comment:

Ginger McQuigg – 61 181st Ave W
Loretta Fricks – 235 176th Ave E

Vote taken: All yay.

MISCELLANEOUS

Special Meeting- Thursday, June 22, 2023 – 5:30 P.M.
Workshop Meeting- Wednesday, June 28, 2023- 6:00 P.M.
Regular Meeting- Wednesday, July 12, 2023 – 6:00 P.M.

COMMISSION REPORTS

- (1) Mayor Commissioner Henderson- Thanked everyone for their attendance.
- (2) Vice Mayor Commissioner Hendrickson, District No 3 – Attorney asked Administrator Shoobridge to provide an update on the Pinellas County parking lot clean up, removing the traffic signs from Gulf Blvd and what the status was on the LDC rewrite. Administrator Shoobridge said he will follow-up with Public Works on the parking lot, making it a priority. The Gulf Blvd signs say property of FDOT, he will check with FDOT prior to removal. He said he believes we can move forward with the LDC re-write but will confirm.

- (3) Commissioner Blackburn, District No 1
None
- (4) Commissioner Herig, District No 2 – Gave an update on her communication and progress with the Administrator regarding Del Bello Park and the County Park. After a walkthrough, the administrator informed her that the public works department would not be doing the work and that it would have to be contracted out.
- (5) Commissioner Licata, District No 4 – Reported that there is a house on 1st Street that is in dilapidated condition. Our code does not have a provision for “Unsafe Structure”. He requested it be added to the next Workshop. Commission asked Attorney Eschenfelder to draft an unsafe structure Ordinance. Consensus: All yay
- (6) Town Attorney – Held the first ethics training class with 5 participants. There is a second ethics training class scheduled for June 26th with currently only three participants signed up. Being that the class is mandatory, he is asking that the town reach out again to participants with a reminder and see if the response to attend increases. If not, we may want to cancel the class on the 26th and reschedule.
- (7) Town Administrator – We have an AC unit out in Town Hall. It is currently being replaced. It is the second of three that were marked to be replaced. The third unit will be replaced next year. Audio video is to be installed in the Commission Chambers beginning June 15th. Requested approval to close Town Hall for staff training on the new Brightly software program on July 5th and 6th from 11am-4pm and July 12th and 13th from 12noon to 4pm. Commission Consensus: All Yay

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

Michael Alvarez – 17608 1st Street E

Vincent La Porta – Building Official for the Town of Redington Shores

Jim Reeves – Building Inspector for Town of Redington Shores – handout provided to Commission.

ADJOURNMENT: 8:00PM

Respectfully submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**SPECIAL MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, JUNE 22, 2023 – 5:30 P.M.
MINUTES**

Call to Order: 5:35 P.M. Pledge of Allegiance

Attendance:

In person, Mayor Commissioner Henderson, Vice Mayor Commissioner Hendrickson, Commissioner Blackburn, Commissioner Herig, Commissioner Licata
By phone: Attorney Eschenfelder
Quorum present.

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. Selection of Town Administrator- Commission commended and thanked the finalists, Howard Brown Jr and Michael McGlothlin. Commission discussed the steps they would take for choosing the new Town Administrator. Consensus was to have each Commissioner write their first and second choice on paper and submit it to the Town Clerk to calculate and report. Each Commissioner submitted their paper, and the Clerk gave the report. Michael McGlothlin was the first choice in a 4 to 1 consensus. Commissioner Herig motioned to select Michael McGlothlin as the new Town Administrator and to have the Town Attorney begin negotiations. Commissioner Blackburn, 2nd. Commission discussed. Commission asked Attorney Eschenfelder for direction on bringing on the new Administrator and options for having the current Administrator be available to the staff during the transition. Vice Mayor Hendrickson asked the staff present in the meeting, Deputy Clerk Jolie Patterson and Town Clerk Tracy Campbell, if they felt as though they would be able to handle day to day operations in the office without an Administrator present for a period of time being possibly 6-8 weeks. Staff responded, yes. Commission asked Attorney Eschenfelder to discuss contracting options with Administrator Shoobridge. Vice Mayor Hendrickson gave positive feedback of her research on Michael McGlothlin. She discussed his years of experience, job skills, desire to settle in.

Public comment: Loretta Fricks - 235 176th Ave E

Michael McGlothlin

Vote taken: All yay.

Action Item: Negotiate contract with Michael McGlothlin

Person Responsible: Attorney Eschenfelder

Action Item: Discuss consultant options with Administrator Shoobridge

Person Responsible: Attorney Eschenfelder

MISCELLANEOUS

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

Workshop Meeting- Wednesday, June 28, 2023- 6:00 p.m.-Immediately following Budget Workshop

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

Workshop Meeting – Wednesday, July 26, 2023 -6:00 p.m.

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

None

ADJOURNMENT 5:55 PM

Respectfully submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**SPECIAL MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, JUNE 28, 2023 – 5:45 P.M.
MINUTES**

Call to Order: 5:45 P.M. Pledge of Allegiance

Attendance:

In person, Mayor Commissioner Henderson, Vice Mayor Commissioner Hendrickson, Commissioner Blackburn, Commissioner Herig, Commissioner Licata, Attorney Eschenfelder, Administrator Shoobridge
Quorum present.

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. *Administrator Transition Services Agreement* – Administrator Shoobridge spoke regarding being asked to stay on as a consultant for the town during the transition period of him exiting the town and the new Administrator coming onboard. He stated that due to his experience with the Commission, he would not be staying on as a consultant for the Town. He handing out an email example from one commissioner. He said his decision will give him a clean break. Attorney Eschenfelder suggested that the Commission discuss other alternatives that might help the staff now that Jeff would not be staying on as a consultant. The Clerks had previously been working on a list of duties/projects the Administrator had. The Deputy Clerk handed out the list to the Commission. The Commission discussed helping with the items listed. The Commission, by consensus, decided on the following:

Regarding the budget, the Commission asked that Heather and Andy (current CPA Firm) move forward with the 23/24 budget.

Vice Mayor Commissioner Hendrickson to be available and assist with any Human Resource needs.

Commissioner Herig will review and approve invoices.

No further commission discussion. No public comment.

MISCELLANEOUS

Special Budget Meeting- Wednesday, July 26, 2023 – 6:00 p.m.

Workshop Meeting- Wednesday, July 26, 2023 – Immediately Following Special Budget Meeting

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

PUBLIC COMMENTS (Items not previously discussed on this Agenda)

None

ADJOURNMENT 6:25 PM

Respectfully submitted,

Tracy Campbell

Tracy Campbell
Town Clerk

**BUDGET WORKSHOP MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, JUNE 28, 2023 – 6:00 P.M.
MINUTES**

Call to Order: 6:26 P.M. Pledge of Allegiance previously recorded at Special Meeting.

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

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. **Draft of 2023/2024 Budget-** Administrator Shoobridge explained recent updates in the budget numbers and presented budget PowerPoint to the Commission. Administrator Shoobridge presented the proposed Town Hall budget. Commission discussed. Administrator Shoobridge presented the Administrative Technology budget. Commission discussed. Administrator Shoobridge presented the Parking Lot budget. Commission discussed. Discussion of budget for town parking lot resurfacing and resealing. Commissioner Blackburn spoke on the lighting budget for the Wahoo lot. Commissioner Blackburn proposed the addition of signage at the Wahoo lot. Discussion. The Commission agreed to move the lighting project at the Wahoo lot to the 2025 budget. Administrator Shoobridge presented the Building Department budget. Commission discussed. Heather Guadagnoli spoke. Discussion. Administrator Shoobridge presented the Maintenance budget. Commissioner Blackburn spoke. Heather Guadagnoli spoke. Administrator Shoobridge spoke on the status of the maintenance vehicles. Administrator Shoobridge presented the Parks budget. Commissioner Herig spoke. Commissioner Blackburn spoke on the Dell Bello equipment. Vice Mayor Commissioner Hendrickson spoke. Heather Guadagnoli spoke. Administrator Shoobridge presented the Sewer budget. Heather Guadagnoli spoke on the sewer and stormwater masterplans. The Commission discussed. Heather Guadagnoli spoke on her and Andy Tess's plans moving forward with the budget. Town's COLA and Merit raises were proposed as 5% COLA and 2% Merit increase. Administrator Shoobridge proposed a floodplain manager be hired. Heather Guadagnoli explained the next steps in the budgeting process. Heather Guadagnoli spoke on the Code Enforcement contract for the next fiscal year. Officer Doherty spoke. Mayor Commissioner Henderson spoke. Commission agreed to increase Deputy Doherty's hours to 12 hours per week.

Action Item: Heather Guadagnoli and Andy Tess (finance staff) are to make the proposed changes. Attorney Eschenfelder to reach out to Pinellas County Sheriffs Department to ask for the changes to Deputy Doherty's contract.

Person Responsible: Heather Guadagnoli/ finance staff, Attorney Eschenfelder.

MISCELLANEOUS

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

Special Budget Meeting- Wednesday, July 26, 2023 – 6:00 p.m.

Workshop Meeting- Wednesday, July 26, 2023 – Immediately Following Special Budget Meeting

ADJOURNMENT 7:52 P.M.

Respectfully submitted,

Jolie Patterson

Jolie Patterson
Deputy Town Clerk

**WORKSHOP MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, JUNE 28, 2023 – Immediately Following Budget Workshop Meeting
MINUTES**

Call to Order: 7:53 P.M. Pledge of Allegiance previously recorded at Special Meeting.

Attendance: Recorded at the previous meeting.

Quorum present.

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

1. **Ordinance 23-06: Amending Dock Code** – Commissioner Herig presented her proposed changes to the dock code. Commission discussed section 63-12 (A) -2. Commission agreed for the section to stay in the current code. Commissioner Herig proposed changes to Section 63-12 (A) 3 (e) to 35 ft. Vincent LaPorta, Building Official, spoke. The Commission agreed to the change. Commissioner Herig proposed Section 63-12 (7) (B) is removed. The Commission agreed. Commissioner Herig proposed for Section 63-12 (3) (a) to be changed to 40%. The Commission discussed. Vincent LaPorta spoke. Commission consensus for approval of proposed changes.

Action Item: Attorney to make approved changes and present the ordinance for first reading at the next regular commission meeting.

Person Responsible: Attorney Eschenfelder.

2. **Ordinance 23-07: Prohibition of Powered Paragliders**- The Commission discussed the proposed ordinance. Deputy Daniel Doherty spoke on the ability to enforce. Commissioner Blackburn spoke. Mayor Commissioner Henderson spoke. Public Comment heard:
Alberto Monterro- 791 13th St. N.
Tim Vandivier- 8533 110th St. Seminole

Action Item: Commission consensus to move ordinance forward for first reading at the next regular commission meeting.

Person Responsible: Clerks Office.

3. **No Wake Zone Update**- Administrator Shoobridge presented the no wake zone process from FWC. Explained that specific locations and pictures of signage are to be provided to the Army Corp. of Engineers. Public Comment was heard:
CJ Hoyt- 247 176th Terrace Dr.

Action Item: Item to be tabled until the next Administrator assumes his role.

Person Responsible: Administrator McGlothlin.

4. **Volunteer Application Forms**- The Commission agreed that the volunteer applications with the proposed edits are ready to be implemented.

Action Item: Volunteer applications are to be posted to the website and used moving forward.

Person Responsible: Clerks Office

Agenda Revised: New Business Item 3: Unsafe Structures heard at this point in the meeting.

Unsafe Structures- Commissioner Licata presented the item. Vice Mayor Commissioner Hendrickson asked for clarification on Section 103-42 (d). The Commission discussed. Vice Mayor Commissioner Hendrickson asked to increase fees to offset costs. Vincent LaPorta spoke. The Commission decided that the fees are to remain the same. Section 103-52 (a) is discussed. Deputy Doherty spoke on the ordinance. Attorney Eschenfelder spoke. Commission discussed.

Action Item: Commission consensus for the ordinance to be heard at the next regular commission meeting. The attorney is to send an example of a supplemental ordinance for the next workshop meeting.

Person Responsible: Clerks office, Attorney Eschenfelder.

5. Landscape Architect Agreement- The Commission discussed the item. Administrator Shoobridge spoke on the status. Commissioner Herig spoke on reaching out to Jones Edmunds and Stantec for updates before moving forward.

Person Responsible: Commissioner Herig

NEW BUSINESS

1. 2024 Fireworks and Beyond- Item tabled until next workshop meeting.
2. Parking Meter Provider- Item tabled until next workshop meeting. Commission consensus to also add overnight parking policy to accompany this item at the next workshop meeting.
3. ~~Unsafe Structures~~
4. LDU Funds List of Projects and Priorities- Item is to be referred to the Parks and Recreation Committee.
Person Responsible: Clerks Office, Parks and Recreation Committee.

5. Chapter 5 Code of Ordinances- Commissioner Herig spoke on the item. Commissioner Herig proposed changes in recording action items and praised the Parks and Recreation for their merger with the Beautification Committee. Vice Mayor Commissioner Hendrickson spoke. Public Comment was heard:
Marie Palena- 201 175th Ave E.
The Commission discussed the current committee members serving.
Action item: Commissioners are to reach out to their district representatives. The final ethics training meeting is to be scheduled and updated volunteer applications are to be sent out to all committee members with a copy of their respective resolution that established the committee.
Person Responsible: Commissioners, Clerks Office.

MISCELLANEOUS

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

Special Budget Meeting- Wednesday, July 26, 2023 – 6:00 p.m.

Workshop Meeting- Wednesday, July 26, 2023 – Immediately Following Special Budget Meeting

ADJOURNMENT 9:05 P.M.

Respectfully submitted,

Jolie Patterson

Jolie Patterson
Deputy Town Clerk

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR THE TOWN OF REDINGTON SHORES
BY THE TOWN OF INDIAN SHORES**

WHEREAS, the Town of Redington Shores, Florida (hereinafter called "Redington Shores"), incorporated under Chapter 165, Florida Statutes, is desirous of the Town of Indian Shores, Florida (hereinafter called "Indian Shores"), continuing to furnish police protection to its inhabitants and citizens; and

WHEREAS, Florida Statute §166.021(1) provides the power for a municipality to enter into agreements with other municipalities; and

WHEREAS, Article VIII, Section 4, of the Florida Constitution (1968), provides that by law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district, may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law; and

WHEREAS, Section §166.0495, Florida Statutes, provides that a municipality may enter into an interlocal agreement with an adjoining municipality within the same county to provide law enforcement services within the territorial boundaries of the other municipality; and

WHEREAS, the Town of Redington Shores has requested that the Indian Shores Police Department (hereinafter called "the Police Department") continue to furnish police protection to the Town of Redington Shores on a full time basis, and do and perform any and all necessary and appropriate functions, actions and responsibilities of a police and law enforcement force for the Town of Redington Shores, using such members of the Police Department as the Chief of the Police Department deems appropriate in the fulfillment of such responsibilities; and

WHEREAS, it is the further desire of the Town Commission of the Town of Redington Shores that the full, complete and entire responsibility for law enforcement continue to be turned over to and performed by the Police Department on **October 1, 2020, and ending on September 30, 2026**, subject to renewal; and

WHEREAS, this Agreement is a renewal and continuation, as modified, of the prior contract for law enforcement services entered into between the Town of Redington Shores and the Town of Indian Shores; and

WHEREAS, in order to accomplish this assignment of duties and responsibilities, the same requires the Town of Indian Shores Town Council, which is responsible for all fiscal and budgetary matters for the Town of Indian Shores, to approve and support the plan and program set out in this Agreement

NOW, THEREFORE, in consideration of the premises, the Town of Redington Shores and the Town of Indian Shores hereby agree as follows:

1. By appropriate Resolutions, the Town Commission of the Town of Redington Shores shall declare that the Police Department shall continue to perform the duties and functions and have the power and authority of a police department for the Town of Redington Shores **effective October 1, 2020, and continuing thereafter for a period of six (6) years which includes the final year of the existing contract and another five (5) year extension.**

2. The Town Council of the Town of Indian Shores does hereby agree to assume the full and complete responsibility for providing appropriate and necessary law enforcement in and for the Town of Redington Shores directing the Chief of the Police Department to assign such members of the Police Department, as he deems necessary, to perform the duties and functions of a law enforcement officer for the Town of Redington Shores. The said Chief shall discharge his responsibility by the enforcement of state laws, county ordinances and municipal ordinances applicable within the Town of Redington Shores during the term of this contract. The name of the Police Department shall be the **Indian Shores Police Department. However, all police vehicles and equipment will include a "Redington Shores" designation during the term of the contact.**

3. In the performance of his police and law enforcement duties for the Town of Redington Shores, the Chief or his Police Officers shall bring appropriate charges for all offenses which are violations of the ordinances of the Town of Redington Shores, in the County Court for Pinellas County, Florida, and the Circuit Court for Pinellas County, Florida, or such other county or other state court having appropriate jurisdiction of such offenses, which offenses shall be prosecuted by the State Attorney or the Town Attorney, at the Town of Redington Shores' cost, and fine or imprisonment or other punishment imposed by the Judge of the court.

4. It is understood and agreed that all fines and forfeitures rendered in any court shall be distributed in accordance with the general law and the administrative procedures of that court.

5. Pursuant to Florida Statute § the Town of Redington Shores agrees to transfer to Indian Shores each month, in addition to the monthly payment required by paragraph 8 below, the total amount of all monies received both from the assessment of two dollars (\$ 2.00) as a court cost against every person convicted for violation of a state penal or criminal statute or convicted for violation of a municipal or county ordinance and from the two dollars (\$2.00) received from every bond entresure or forfeited bail bonds related to such penal statutes or penal educational and training activities which conform to the requirements of §943.14, Florida Statutes.

6. The Town of Redington Shores will provide the annual opportunity to review and discuss the Police Department budget process prior to April 1st of each year for the life of this Agreement.

7. To allow for the exercise of the option to terminate by either Town as set forth in paragraph 10 of this Agreement, the Town of Indian Shores will develop a target budget for the Police Department. The target Police budget and annual cost, or costs, if a multi-year contract, for police service to the Town of Redington Shores will be established prior to April 1st of each year to allow either Town (30) days to exercise the termination option with sufficient five months' notice, as required in paragraph 10 of this Agreement.

8. The fee for Police service to the Town of Redington Shores for the first twelve months, beginning on **October 1, 2020, shall be \$488,133.00**, which is thirty five percent of the FY 2020/2021 annual budget of the Indian Shores Police Department as approved by the Town Council of the Town of Indian Shores. For each year thereafter, the annual fee for Police service to the Town of Redington Shores shall be thirty-five percent of that year's annual budget of the Indian Shores Police Department as approved by the Town Council of the Town of Indian Shores. The annual fee for Police service to the Town of Redington Shores shall be paid in twelve equal monthly installments beginning on October 1st of the year in which the Police service is to be provided.

9. The Town of Indian Shores, **with the Town of Redington Shore's Mayor and Police Commissioner's input**, will appoint a Police Chief to oversee the day-to-day activities of the Police Department. The Chief of Police will act as a liaison with the Town of Redington Shores Mayor and Police Commissioner, as well as a liaison with the Indian Shores Administrative and Finance Committee, the Mayor and Town Council.

10. This Agreement shall take effect on **October 1, 2020**, and shall continue in effect thereafter unless hereafter amended by such terms and conditions as the parties hereto may later agree, or terminated by either party with a minimum of five (5) months' notice prior to the end of a fiscal year.

11. In the event of any forfeiture by the Indian Shores Police Department of cash or other property having a value in excess of \$10,000.00 as a result of an action by the Indian Shores Police Department in the Town of Redington Shores, or arising out of law enforcement activity commencing in the Town of Redington Shores, and in the event such funds are ultimately used by the Town of Indian Shores in a manner consistent with §932.0755, Florida Statutes, that otherwise reduces the capital expenditures or operating cost of the Indian Shores Police Department, then the Town of Indian Shores shall grant to the Town of Redington Shores a credit on the next year's contract amount under this contract in an amount equal to one-third of the amount of such reduction.

12. To the extent allowed by the Insurance Carrier without additional premium, the Town of Indian Shores shall cause the Town of Redington Shores to be listed as a named insured on its policy of Police Professional Liability Insurance, insofar

As any acts or omissions of the Indian Shores Police Department might create liability of coverage under such policy.

13. Upon acceptance by both parties of this Agreement, it shall be recorded in the public records of Pinellas County, Florida by the Town of Indian Shores.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ Day of _____, 2023.

ATTEST:

TOWN OF REDINGTON SHORES, FL

By: _____
Tracy Campbell, Town Clerk

By: _____
Marybeth Henderson, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

(TOWN HALL)

By: _____
Robert Eschenfelder, Town Attorney

Date: _____

ATTEST:

TOWN OF INDIAN SHORES, FL

By: _____
Freddie Lozano, Town Clerk

By: _____
Patrick Sorano, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

(TOWN HALL)

By: _____
Regina Kardash, Town Attorney

Date: _____

CONTRACT FOR CODE ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN REDINGTON SHORES, a municipal corporation of the State of Florida (hereinafter "TOWN"), and BOB GUALTIERI as SHERIFF, PINELLAS COUNTY, FLORIDA (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase code enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the TOWN has requested that the SHERIFF furnish code enforcement services to its inhabitants and citizens; and

WHEREAS, the TOWN desires that the SHERIFF furnish code enforcement services for an estimated twelve (12) hours per week and duly perform any and all necessary and appropriate functions for the TOWN; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. LEGAL AUTHORITY. This Agreement is entered into pursuant to the Provisions of Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of police services for certain code enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. INDEMNIFICATION. With regard to providing code enforcement services, the SHERIFF will defend and pay any litigation or judgment against the TOWN, its agents or employees, arising out of the performance of the services to be provided under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provision of Florida Statute 768.28 as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

4. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

5. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide code enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

6. PROVISION OF SERVICES. SHERIFF will provide one (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Town Administrator. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will, in conjunction with the TOWN'S attorney, prepare and present code violation cases before the TOWN'S Magistrate as necessary, and, in conjunction with the TOWN'S

administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

7. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all County ordinances applicable within the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate charges for violations of all ordinances.

8. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.

9. DEPUTY EQUIPMENT. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary and appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or the North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.

10. LAW ENFORCEMENT PERSONNEL, SWORN AND UNSWORN. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel, whether sworn or unsworn, performing services under this Agreement.

11. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Pinellas County:
Bob Gualtieri, Sheriff
P. O. Drawer 2500
Largo, FL 33779-2500

B . Town of Redington Shores:
Town Administrator
17425 Gulf Blvd.
Redington Shores, Florida 33708

12. TERM AND EFFECTIVE DATE. The term of this Agreement shall be from the 1st day of October 2023, through September 30, 2024. The TOWN is responsible for filing this Agreement with the Clerk of the Court on or before October 1, 2023.

13. COMPENSATION. The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of FIFTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$55.66) per hour, which shall be due upon receipt.

14. TERMINATION. Either party to this Agreement may terminate this Agreement without cause upon written notice to be given not less than 60 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other party and a receipt signed by the other party.

15. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

16. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

17. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party

without the express written consent of the TOWN, which consent must be agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

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IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 2023.

ATTEST:

TOWN OF REDINGTON SHORES

Tracy Campbell, Town Clerk

MaryBeth Henderson, Mayor

SHERIFF OF PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING CHAPTER 111 OF THE TOWN CODE RELATED TO PEDDLING AND SOLICITING TO ADDRESS VENDING IN PUBLIC AREAS AND TO CLARIFY ENFORCEMENT AUTHORITY; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 111 of the Town Code addresses the subject of peddling and soliciting; and

WHEREAS, Chapter 111 dates to 1977 and has not been revised over the ensuing decades; and

WHEREAS, forms of solicitation which may not have been present when Chapter 111 was adopted now exist, and the Town Commission desires to update Chapter 111 to provide regulations addressing those new solicitation forms; and

WHEREAS, it is in the best interest of the Town, its residents, and property owners, to approve the provisions set forth in this Ordinance.

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

Section 1. Chapter 111 of the Redington Shores Town Code is hereby amended as follows:

Chapter 111 - PEDDLING AND SOLICITING

Sec. 111-1. - Prohibited on beach areas and construction lines.

No person shall solicit, canvass or otherwise take orders for the sale of merchandise, goods or property of any kind or character on any of the sand beach areas between the Gulf of Mexico and any private or public construction line running parallel with said Gulf of Mexico and gulf waters adjacent to the beaches.

Sec. 111-2. – Vending on streets, sidewalks and rights of way.

No person shall place or use any stand, cart, table or vehicle in or on any street, sidewalk or public right-of-way in the town for the purposes of displaying or offering for sale any service or any merchandise, goods or property of any kind, including any food or beverage.

Sec. 111-~~32~~. - Penalties for offenses.

Any person, firm, corporation or agent who or which violates any of the provisions of this chapter or who or which fails to comply therewith shall be subject to enforcement and a penalties as are set forth in chapter 1 and chapter 70, general provisions, article II, of this cCode.

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

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

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

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

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

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

Attest:

MaryBeth Henderson, Mayor Commissioner

Tracy Campbell, Town Clerk

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, REPEALING § 63-12 OF THE TOWN CODE RELATED TO PRIVATE DOCKS AND CREATING NEW § 63-12 AND § 63-12.1 OF THE TOWN CODE RELATED TO DESIGN AND MAINTENANCE OF PRIVATE DOCKS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 63 of the Redington Shores Town Code addresses the subject of Building Codes and Construction Regulations; and

WHEREAS, current § 63-12 of the Town Code, addressing design criteria for private docks, has been in place for many decades; and

WHEREAS, in recent times, the Town has found that as homeowners of single-family homes seek to reconstruct or reconfigure their docks to react to changing conditions of the submerged lands beyond their seawalls, and to accommodate boat sizes which are now common to own, homeowners are finding it difficult to follow the current code; and

WHEREAS, while homeowners may seek variances from the provisions of the current private dock regulations, the Commission believes that if changing conditions have caused the existing code to become out of step with the realities faced by homeowners (including silting, changing boat sizes, and the like), the Code should be changed rather than making a majority of homeowners seek variances; and

WHEREAS, the Commission also determines that it would be in the best interests of the Town, and its residents, to have a formal requirement for maintenance of seawalls, docks, and related structures; and

WHEREAS, the Commission has reviewed various dock regulations of its neighboring communities and has determined that the Town's current code should be replaced by a more comprehensive regulation which better addresses current conditions in the Town with respect to private boat dock construction and maintenance; and

WHEREAS, it is in the best interest of the Town, its residents, and property owners, to approve the provisions set forth in this Ordinance.

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

Section 1. Section 63-12 of the Redington Shores Town Code is hereby repealed in its entirety.

Section 2. A new § 63-12 of the Redington Shores Town Code is hereby created to read as follows:

Sec. 63-12. – 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 official, 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 personal water craft lifts or floating holds, 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 personal water craft lifts or floating holds, 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 length shall be one-half the length of the portion of the seawall owned by the owner, but not more than 35 feet from the seawall's edge.
 - 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.

- h. 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.
 - i. 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.
 - j. The shared property line dock facility shall conform to all requirements of this section.
 - k. 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. 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. No dock construction, including all landings and stairs, shall project more than the lesser of one half the length of the portion of the seawall owned by the owner but not more than 35 feet from the seawall's edge, or where there is no sea wall, 35 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 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, 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 following riprap requirements:

a. Materials used for riprap shall consist only of natural rock boulders or clean concrete rubble one to three feet in diameter in average dimensions, broken to

resemble natural rock. If clean concrete rubble is used, then such rubble shall be free of reinforcing rods and other exposed embedded objects and shall be free of attached sediments, paint, stain or other such coatings and free of saturation by any petroleum-based product.

- b. Riprap shall be placed no higher than mean high tide and sloped no steeper than two horizontal to one vertical. However, neither the distance nor the use of the riprap shall interfere with navigation. No submerged grass beds or mangroves shall be filled without documented direction or approval by the appropriate state or county official.
- c. If riprap installation is required by the state or county, then the town permit fee, if any, for its installation shall be waived.
- d. Permitting is required through Pinellas County Water and Navigation and through the Florida Department of Environmental Protection. No work may begin until both permits are obtained.
- e. Installation of riprap may be required by the state or county, but is not required by the town, and its installation shall be considered separate from that of a seawall.

Section 3. A new § 63-12.1 of the Redington Shores Town Code is hereby created to read as follows:

Sec. 63-12.1. – Maintenance of seawalls, retaining walls, docks and tie poles; remedying unsafe conditions.

- (a) In the event the town’s building official determines seawalls, retaining walls, docks, tie poles or other structures above or in the water within the town are hazardous to the public, the building official shall order the removal or repair by sending notice to the owner of the property on which such structure is located. The owner shall have 30 days in which to comply.
- (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 building official is authorized to 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 her or 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 chapter 70 and the notice required by that subsection shall not be required for the building official 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.

Section 4. For purposes of codification of any existing section of the Redington Shores Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 6. The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Sections 1 through 3 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

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

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

Attest:

MaryBeth Henderson, Mayor

Tracy Campbell, Town Clerk

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING CHAPTER 109 (PEACE AND GOOD ORDER) TO REMOVE OUTDATED OR UNENFORCEABLE CODE PROVISIONS AND TO CREATE PROHIBITION ON THE OPERATION OF POWERED PARAGLIDERS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 109 of the Redington Shores Town Code, which was created on March 1st 1977, addresses the subject of Peace and Good Order; and

WHEREAS, § 109-1 creates the right for any person to obtain a permit to create a bonfire or to burn trash or brush; and

WHEREAS, the Town Commission finds that it is not in the best interests of the Town's residents, businesses and visitors to allow such activities to occur within the Town due to the negative safety and environmental effects of such activities; and

WHEREAS, § 109-2 makes it unlawful for any person, between 11 p.m. and dawn, to construct or erect or maintain or use lights or bright signs which tend to annoy or to disturb or to interfere with the sleep or the rest or repose of any person or persons in the vicinity or neighboring adjacent or neighboring property or tending unreasonably to disturb or annoy the neighbors of the town or tending to jeopardize the public safety of vehicles upon any public street, road, highway or other public right-of-way; and

WHEREAS, the Commission finds that the topic of sign illumination is dealt with in a more specific manner in the Town's sign code, and notes that the Town Attorney has advised that, as written, the remainder of § 109-2 may be difficult to enforce as worded; and

WHEREAS, a powered paraglider is a form of ultralight aviation where the pilot wears a back-pack gas-powered, unmuffled motor which provides propulsion during takeoff and flight; and

WHEREAS, powered paragliders usually fly between 15 and 50 MPH, at heights as low as "foot-dragging" up to above 18,000 feet (the limit set by the FAA); and

WHEREAS, due to the paramotor's slow forward speed and the nature of a soft wing, published information on paragliders indicates it is risky to operate them in high winds, turbulence, or intense thermal activity, especially for inexperienced pilots; and

WHEREAS, according to published research, paragliding is slightly safer (per event) than riding motorcycles and more dangerous than riding in cars (Goin, Jeff (15 August 2007) "Paramotor Safety"); the most likely cause of serious injury is body contact with a spinning propeller, with the next most likely cause of injury being flying into something other than the landing zone (Feletti, F; Goin, J (2014). "Accidents and injuries related to powered paragliding: A cross-sectional study"); and

WHEREAS, the paraglider community is represented (in terms of advocacy and flyer education) by entities such as the U.S. Powered Paragliding Association (USPPA), the US Ultralight Association (USUA) and Aero Sports Connections (ASC); and

WHEREAS, the Commission finds that in recent years, the use of motorized gliders have increased within the Town, and residents have petitioned the Commission and individual Commissioners seeking to ban motorized gliders from using the Town's beaches; and

WHEREAS, the Commission heard from numerous local pilots who have flown from Redington Shores who provided detained information on the efforts they personally make to ensure their flights are safe and that they are good neighbors to those they encounter while taking off, flying and landing; and

WHEREAS, these same local pilots confirmed that given the fact that other local communities have already prohibited motorized paragliding from their municipal limits, they have enjoyed being able to use Redington Shores' beaches, although they do have numerous other locations within and proximate to Pinellas County from which to operate; and

WHEREAS, while other communities in Pinellas County and in other portions of the State have adopted ordinances prohibiting these uses, the Town currently has no similar prohibition; and

WHEREAS, the Commission has conducted numerous workshops and Commission meeting discussions regarding the topic, and has heard significant, well-reasoned, and heartfelt arguments both for and against prohibiting motorized glider use within the Town; and

WHEREAS, the concerns of residents have been as to safety, noise, and wildlife preservation; and

WHEREAS, residents have alerted the Commission at seeing and experiencing pilots flying very close to the surface of the sand while beachgoers were present, and having pilots fly too close to their condominium buildings; and

WHEREAS, the Commission finds that the use of motorized gliders can disturb the nesting patterns of seasonal black skimmer birds which nest on the Town's shores, and Town residents have offered their testimony at witnessing motorized gliders "buzzing" close to the beach and disturbing such birds which, according to information provided by residents, can reduce the success rate of black skimmer survival; and

WHEREAS, the Commission is aware that while battery powered motors can be used, evidence is that most if not all of the pilots operating in the Town use petroleum powered small internal combustion engines; and

WHEREAS, according to information the Town could identify from online sources and studies, the noise generated by a motorized paraglider is a combination of the engine noise, and the propeller noise, with "loudness" at full power at the pilot's head being anywhere in the range

of 123 decibels to 112 decibels (<https://view.officeapps.live.com/op/view.aspx?src=http%3A%2F%2Fwww.azppg.com%2FParamotorThrustLevelTesting.doc&wdOrigin=BROWSELINK>); and

WHEREAS, according to an example chart from the Hearing Health Foundation, landscaping equipment (from inside a house) is 75 dB, a hairdryer is 90 dB, and rock concerts and emergency sirens are between 110 and 120 dB (<https://hearinghealthfoundation.org/decibel-levels>); and

WHEREAS, motorized paragliders are categorized as “ultralight vehicles” by the FAA, and lightly regulated in 14 C.F.R. Part 103, with such regulations limited to equipment and pilot behavior at higher altitudes or while operating in certain controlled airspace categories; and

WHEREAS, the Commission has carefully considered the views and arguments of motorized paraglider pilots, residents who support them, and residents who request they be prohibited from operating in the Town; and

WHEREAS, the Commission concludes that the Town will join those other Florida communities which have, over time and due to similar issues, prohibited motorized paragliders and similar flight devices; and

WHEREAS, it is in the best interest of the Town, its residents, its visitors, and its businesses, to approve the provisions set forth in this Ordinance.

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

Section 1. Chapter 109 of the Redington Shores Town Code is hereby amended to read as follows:

Chapter 109 - PEACE AND GOOD ORDER

Sec. 109-1. - Bonfires.

It shall be unlawful for any person to make any bonfire or burn any trash, rubbish, refuse, grass or leaves within the town limits ~~without first obtaining special permit from the mayor-commissioner or other designated authority.~~

Sec. 109-2. ~~Outdoor lighting~~Lights; restrictions on use.

A. No person, business or firm may construct, erect or maintain any outdoor lighting or outdoor lighting fixture which is not fully shielded, or casts light directly upon the property of another person in whole or in part. It shall also be considered to cast light directly on the property of another person if any part of the illumination cone enters the boundary of the property of another.

- (1) All new outdoor lighting fixtures approved for installation shall be high-pressure sodium vapor lighting fixtures, or other energy efficient lighting fixtures of equal or greater efficiency that are fully shielded with only a cone of light being visible from the lighting apparatus.
- (2) All outdoor, artificial illuminating devices shall be installed in conformance with the provisions of this section and the Florida Building Code.
- (3) Fixtures shall be mounted in such a manner that the cone of light is primarily directed towards the earth's surface or otherwise fully shielded, such that lighting is contained onsite and does not cross any property line of the site, nor with any portion of the light bulb or fixture being viewable from above, aside from the cone of light being created by the lighting fixture.
- (4) The light source or light fixture shall be completely concealed within an opaque housing and shall not be visible from any street or marine right-of-way, or adjacent properties.

B. The following types of light fixtures shall be exempt from the provisions of this section:

- (1) Low-intensity, or low profile light fixtures: Any light fixture with a lamp or lamps rated at a total of 1,800 lumens or less, and all flood or spot lights with a lamp or lamps rated at 900 lumens or less, may be used without restriction to light distribution or mounting height, except that if any spot or flood light rated 900 lumens or less is aimed, directed, or focused to cause direct light from the light fixture to be directed toward residential buildings on adjacent or nearby land, or to create glare perceptible to persons operating vehicles on public road or waterways, the light fixture shall be redirected or its light output controlled as necessary to eliminate such conditions.
- (2) Public street light fixtures: Light fixtures used for public street illumination may be installed at a maximum height of 25 feet and may be positioned at that height up to the edge of any bordering property. Fixture height shall be a maximum of 15 feet in height within non-vehicular pedestrian areas.
- (3) Emergency lighting: Lighting levels up to 25 percent higher may be allowed by the code enforcement officer subject to the applicant demonstrating that higher lighting levels are necessary to meet objectives for environmental programs such as Crime Prevention Through Environmental Design (CPTED) and Leadership in Energy and Environmental Design (LEED) and will not conflict with excessive illumination standards found elsewhere in this section.
- (4) Nonconforming fixtures: All outdoor light fixtures installed prior to the adoption of the ordinance and those equipped with a permanent automatic shut-off device may remain unchanged, except that the subject light fixtures shall not be operated between the hours of 11:00 p.m. and sunrise. Any lighting present between the hours of 11:00 p.m. and sunrise shall be the minimum necessary for security.

(5) Low-intensity fixtures: Any outdoor lighting fixture that has a maximum candle power of less than 1,000 candelas is exempt from these provisions, if equipped with an automatic device that shuts off the fixture between the hours of 11:00 p.m. and sunrise. Any lighting present between the hours of 11:00 p.m. and sunrise shall be the minimum necessary for security.

(6) Dock-lighting: Any outdoor lighting fixture permanently affixed to a dock or other apparatus which is attached to shore but projects into a navigable waterway shall utilize lighting fixtures that are fully shielded or consist of low-profile light fixtures only. Open, unshielded light bulbs are prohibited.

(7) Warning lights: When required by state or federal agencies, and exterior lights used exclusively for and associated with outdoor walkways, stairs, hallways, pool areas, and living spaces including balconies, terraces, screened porches, and similar spaces shall be exempt from the requirements of this section.

(8) Holiday decorations: Non-permanent lighting, used exclusively during the holiday period from November 15 to January 15, is also excluded from this prohibition.

~~Between the hours of 11:00 p.m. and dawn, it shall be unlawful for any person within a residential area to construct or erect or maintain or use upon the exterior of any land or premises within the corporate limits bright lights, searchlights, rotating lights, bright signs of intermittent or flashing lights or other exterior illumination which tends to annoy or to disturb or to interfere with the sleep or the rest or repose of any person or persons in the vicinity or neighboring adjacent or neighboring property or tending unreasonably to disturb or annoy the neighbors of the town or tending to jeopardize the public safety of vehicles upon any public street, road, highway or other public right-of-way.~~

Sec. 109-3. — Powered ultralight vehiclesPenalties for offenses.

A. No natural person or private legal entity operating, directing or responsible for any powered ultralight vehicle designed designed for or used for the purpose of carrying or propelling an individual through the air, shall take off from or land within the corporate limits of the town, except when human life is endangered or written authorization is granted by the town commission in conjunction with a special event to be conducted within the town for which permission has been granted by the issuance of a special event permit which must specify the details of any such operations.

B. No natural person or private legal entity operating, directing or responsible for any powered ultralight vehicle designed designed for or used for the purpose of carrying or propelling an individual through the air, shall operate the powered ultralight vehicle lower than 500 feet within the airspace classified by the FAA as Class G (Uncontrolled Airspace) within the corporate limits of the town, except when human life is endangered or written authorization is granted by the town commission in conjunction with a special event to be

conducted within the town for which permission has been granted by the issuance of a special event permit which must specify the details of any such operations.

C. For purposes of this section, the term powered ultralight vehicle shall include motorized parachutes, motorized paragliders, and any other powered vehicle capable of airflight which is defined as a powered ultralight vehicle by 14 C.F.R. § 103.1.

~~Any person violating the provisions of this chapter shall be punished as set forth in chapter 1, general provisions, article II, of this Code.~~

Sec. 109-4. - Residential amenities rentals prohibited.

- A. The owner or the tenant or authorized agent of an owner of a single-family dwelling, duplex, duplex townhouse, or townhouse (as those terms are defined in ~~§ section~~ 90-92 of this ~~c~~Code) is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or accessory building or structure, appurtenant to or associated with such single-family dwelling, regardless of the purpose or length of time of said rental or lease.
- B. For purposes of this section, the words "amenity, feature, or accessory building or structure" includes, but is not limited to, sheds, garages, docks, boat slips and lifts, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gardens, gazebos, or front, rear or side yards.
- C. This section does not apply to hotels, motels, condo-hotels or a dwelling unit, multiple, as those terms are defined in ~~§ section~~ 90-92 of this ~~c~~Code.
- D. Notwithstanding the prohibition in subsection A., an owner may rent or lease the owner's boat slip or boat lift where such rental is for a minimum of 30 consecutive days.

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

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of

the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

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

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

ADOPTED ON FIRST READING on the 14th day of June, 2023, by the Board of Commissioners of the Town of Redington Shores, Florida.

ADOPTED ON SECOND AND FINAL READING on the 12th day of July, 2023, by the Board of Commissioners of the Town of Redington Shores, Florida.

Attest:

MaryBeth Henderson, Mayor

Tracy Campbell, Town Clerk

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, CREATING A NEW ARTICLE III (UNSAFE STRUCTURES) OF CHAPTER 103 (NUISANCES) TO PROVIDE FOR THE PROHIBITION OF SUCH STRUCTURES AND FOR THE AUTHORITY OF THE TOWN TO ENSURE SUCH STRUCTURES ARE ABATED OR REMOVED; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 103 of the Redington Shores Town Code addresses the subject of Nuisances; and

WHEREAS, Chapter 103 does not currently address structures in the Town which have become unfit and unsafe for human habitation and which may pose a serious risk of danger to the health and safety of residents, and which may have become an attractive nuisance to children who may enter and become injured on such properties; and

WHEREAS, the Town Commission has become aware of several unoccupied properties in the Town which have become unfit for human habitation, and which, due to neglect and deterioration of structural elements, are currently a serious risk to residents and are becoming a nuisance due to being an attraction to termites, rodents, and other undesirable living creatures; and

WHEREAS, a structure may be deemed unsafe (and thus a nuisance) if it poses a danger to the public health or safety, such as in the case of *Trushin v. City of Miami Beach*, 328 So. 2d 27 (Fla. 3d DCA 1976), wherein the court ruled that an apartment building was properly adjudged a nuisance and ordered demolished where it was concededly unfit for human habitation, did not comply with zoning ordinances, and would have cost at least 200% of the county tax-assessed value to repair; and

WHEREAS, court cases such as *Munzel as Trustee of Clyde W. Munzel Revocable Trust, under agreement dated May 3, 2005 v. Hillsborough County*, 574 F.Supp.3d 1145 (M.D. Fla. 2021) confirm that no compensation is due when the government's seizure of property was necessary to abate a nuisance or protect the public health; and

WHEREAS, the Florida Supreme Court has confirmed in *Keshbro, Inc. v. City of Miami*, 801 So. 2d 864, 875 (Fla. 2001) that government agencies need not compensate landowners if they can identify background principles of nuisance and property law that forbid the manner in which the landowner was using the property; and

WHEREAS, the court in *Dragomirecky v. Town of Ponce Inlet*, 882 So. 2d 495, 497 (Fla. 5th DCA 2004) found that, while it is true that a plaintiff may be financially harmed if a demolition of an unsafe and uninhabitable building occurs, "the law permits such harm when it results from a valid exercise of police power"; and

WHEREAS, the court in *G.W. v. State*, 106 So. 2d 83, 85 (Fla. 3d DCA 2013) ruled that a lawmaking body, under its police power "has broad authority...to enact laws which 'promote the

public health, safety, morals, and general welfare' of its citizens"; and

WHEREAS, the Commission desires to adopt a regulatory scheme which allows the Town to promptly address such structures in a way which will ensure that they are either fully secured or demolished, while also providing for procedures which will ensure the owners of such structures are afforded due process; and

WHEREAS, it is in the best interest of the Town, its residents, its visitors, and its businesses, to approve the provisions set forth in this Ordinance.

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

Section 1. A new Article III Chapter 103 of the Redington Shores Town Code is hereby created to read as follows:

Chapter 103 – NUISANCES

ARTICLE III. – UNFIT/UNSAFE STRUCTURES

Sec. 103-40. Unfit or unsafe dwellings or structures.

When a dwelling or other structure including an accessory structure or manmade body of water, is found to be unfit or unsafe upon inspection by the building official, the building official shall require the repair, securing, demolition or removal thereof. For this division, the term "structure" includes all buildings, dwellings, accessory structures, and manmade bodies of water and any part or portion thereof.

Sec. 103-41. - Notice of violation; notice of condemnation/order to demolish.

When the building official verifies the existence of a structure which is unfit or unsafe, the building official shall determine the owner of record of the real estate upon which the structure is located and shall provide an initial notice of violation stating the requirements to secure or repair, and/or an initial notice of condemnation/order to demolish requiring demolition and removal to the owner of record and other interested parties as set forth in § 103-44.

Sec. 103-42. - Authority to order demolition, removal, securing, etc.

- (a) If the conditions identified in the notice are not remedied within the time set forth in the notice, the building official shall order the vacation, demolition, removal or securing of any unfit or unsafe structure when any such part, by reason of inadequate maintenance, fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, affording the opportunity of being a nuisance to the public or a haven for vagrants or criminals, acts of God or other causes, shall be dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, a menace to public health, a fire hazard

or so unsafe as to endanger life or property or render the use of the public streets dangerous. Notice of the order shall be provided as set forth in § 103-44.

- (b) When a structure is required to be secured, open windows and doors shall be secured with exterior plywood and suitably coated with an appropriate neutral color blending with or harmonizing with the exterior colors of the building so as to be as inconspicuous as possible. When securing with exterior plywood is not possible because existing structural damage or design features will not support a sound, secure application of plywood or for any other reason, the building official shall order securing against access and shall specify the industrial standard method and materials to be installed. Manmade bodies of water must be secured in a manner so as to eliminate any drowning or infection hazard, or must be filled completely with clean fill dirt or sand and adequate drainage provided so that water is not retained, does not accumulate and does not pond.
- (c) If the owner or other parties in interest do not repair, restore, demolish, secure or replace such part or parts of such structure within the specified time or such other reasonable time fixed in such order the building official may order vacation of the premises and proceed to remedy the conditions. When the county health officer verifies the existence of a rodent infestation in any structure that is to be demolished and removed, in order to preclude the migration of rodents, the building official shall require that the owner or person in charge carry out effective rodent extermination methods by a licensed structural pest control operator prior to demolition. Extermination techniques shall include ectoparasite control measures.
- (d) All unfit or unsafe structures which have been secured as a result of a notice of violation shall be subject to inspection and the owner of the structure shall be assessed a fee for each and every such inspection. For the purpose of ensuring that the vacant and unfit or unsafe structure is locked and/or secured, inspections will be conducted at 30-day intervals and the following fee collected in the manner provided by this division for each and every inspection conducted.
 - (1) Residential, commercial, institutional and industrial structures, per structure: \$70.00.
 - (2) Other structures (detached garages, accessory buildings, etc.), per structure: \$50.00.

Sec. 103-43. - Condition of lot after demolition.

A lot from which a structure is demolished shall be properly filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition.

Sec. 103-44. - Manner of serving notice.

- (a) For the purpose of providing notice, interested parties shall be the owner of the property as shown on the county tax rolls, other persons whose names appear on the county tax rolls as having an interest in the property, and the tenant or occupant, if any, of the property, as well as other persons of record interest, which may include the mortgagee, contract

purchaser (if known), agent with power of attorney, and any person claiming an interest under a lis pendens.

(b) Ten days or more prior to the demolition or securing of any unsafe structure, the notice of condemnation/order to demolish shall be posted on the front of the property and shall be delivered to the interested parties either:

(1) By personally delivering a copy thereof to the party to be notified;

(2) By leaving such copy at such person's usual place of residence with some person of the household above 15 years of age and informing such person of the contents thereof; or

(3) By either registered or certified United States mail with return receipt requested.

If the name of any interested party or their place of residence or their post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered, notice shall be given by publishing a copy thereof two times in a newspaper of general circulation in the town as set forth in subsection (d) of this section and, if the name of such interested party is known, mailing a copy thereof to such person's last known address, if known.

(c) A copy of such notice and order shall be posted in a conspicuous place at town hall and upon such structure.

(d) If publication of notice is required, ten days or more prior to the demolition or securing of any unsafe structure, a notice of intent to secure and inspect and/or demolish shall be published on two different days in a newspaper of general circulation in the town. Such notice shall be substantially in one of the following forms:

Notice of Intent to Secure and Inspect

The owner or other interested parties having failed to either repair and/or secure the structure at [address] as ordered by the Town are hereby notified that the Town will proceed to have the structure secured on or after [date] and a lien will be placed against the property to recover all costs.

If, as result of this notice, the structure is secured, notice is hereby given that the structure may be inspected on a monthly basis by the Town, a fee charged for that inspection, and a lien placed against the property for such fees.

To appeal this notice, interested parties must follow the procedure in § 103-48. Interested parties may contact [contact person, address, and phone number] for information.

Notice of Intent to Demolish

The owner or other interested parties having failed to demolish and remove the structure [address] as ordered by the Town of Redington Shores are hereby notified that the Town of Redington Shores, Florida will proceed to have the structure demolished and removed on or after [date], and a lien will be placed against the property to cover all costs.

To appeal this notice, interested parties must follow the procedure set forth in section 103-48. Interested parties may contact the [contact person, address, and phone number] for information.

Sec. 103-45. - Extension of time to comply with order.

- (a) If the interested parties have obtained a building or demolition permit within the specified period and in good faith and in due time have begun work to comply with the order, but it appears that they will not be able to complete the work by the date ordered, they may file a written request to the building official stating the reasons they have been unable to fully comply, and if reasonable grounds are shown therefor, the building official is authorized to issue extensions in writing not to exceed a total of 60 days in which to fully comply with the original order.
- (b) In exceptional cases, the building official may approve an additional 30-day extension upon written request if the party shows special hardship, unusual difficulty or unique problems. Requests for this extension shall be made either in person or by certified mail, return receipt requested, to the building official.

Sec. 103-46. - Action on failure to comply.

In the event that the owner or other interested parties shall fail to comply with any order issued under this division within the time therein fixed, and does not timely request an appeal, the town, acting through the town administrator, is authorized to vacate, demolish, remove or secure, either with town forces or by requesting bids for and selecting the lowest responsive responsible qualified contractor.

Sec. 103-47. - Assessment of cost of demolition, etc.; lien on property.

- (a) Upon expiration of the appeal period with no appeal having been taken, or upon expiration of a 30-day period following the denial of an appeal, or following an emergency demolition authorized and conducted in accordance with § 103-51, the building official, after proceeding under this division, shall report the abatement of the nuisance by the town; and the town commission shall assess the entire cost of such vacation, demolition, removal or securing against the real property upon which such cost was incurred. The costs which may be assessed include the cost of rodent extermination where employed, all administrative costs (which shall include all costs related to any hearing before a special magistrate and any lien recording and releasing fees incurred by the town), postal expense, newspaper publication and other costs reasonably and necessarily incurred by the town, and attorney fees and costs. Such costs when assessed and recorded shall constitute a lien upon such property of the same stature and priority as code enforcement liens.

- (b) In those instances where the owner has repaired, secured or demolished a structure or caused such work to be done as the result of having received notice from the town ordering such repair work, demolition or securing, all costs described in subsection (a) of this section reasonably and necessarily incurred by the town shall be assessed against the property and shall constitute a lien upon such property superior to all others except taxes.
- (c) The town shall record a notice of lien in the public records of the county. The notice of lien shall show the nature of such lien, the amount thereof, the names of persons having an ownership or other property interest of record and an accurate legal description of the property. The principal amount of all special assessment liens under this section which remains unpaid after 30 days from the date of confirmation of the special assessment by council shall bear interest at the rate of eight percent per annum from the date of confirmation through the period of time which is one year after the date of confirmation. The statewide interest rate on judgments shall be charged on the principal amount for the period of time beginning one year from the date of confirmation of the special assessment by council until the principal and interest are paid in full. All interest shall also constitute a lien against the property, and shall be treated in all respects, including foreclosure and compromise of such liens, as provided for in Florida Statutes § 162.09(3).

Sec. 103-48. - Appeal procedure.

- (a) Appeals may be taken from an order, a notice of condemnation/order to demolish, or notice of violation/order for securing a structure issued pursuant to this division by any interested party who has been aggrieved, except in emergency cases as set forth in § 103-51. Such party is afforded a right of hearing upon payment of a filing fee of \$100.00 and a written request for such hearing filed with the town clerk within ten days of service of the second notice of violation/order for securing or the posting or publication of the second notice or notice of condemnation/order to demolish required by § 103-44 whichever is later. Failure to affect personal notice shall not prevent the town from performing the demolition or attaching a lien on the property.
- (b) A notice of the appeal hearing by a special magistrate shall be published in the same manner as the town publishes notice of meetings, except that notice of the magistrate hearing shall be published at least ten days prior to the time and place of hearing. When the findings of the special magistrate sustain the building official, the special magistrate may set a new deadline date for compliance or authorize the building official to proceed at the expiration of 30 days to demolish and remove the structure and report the cost to the town commission.
- (c) The authority of and procedures to be followed by the special magistrate shall be that which is provided for in chapter 70 of this code. In any hearing before the special magistrate, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of the state. Each party shall have the

right to be represented by counsel, to call and examine witnesses under oath, to introduce documentary evidence or exhibits, to cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination, to impeach any witness regardless of which party first called him to testify, and to submit rebuttal evidence. Each hearing shall be electronically recorded, the cost of which shall be included in the costs referenced in § 103-47 if a final order of demolition is entered.

- (d) The burden of proof by a preponderance of the evidence is upon the town to show that the structure is unfit or unsafe as defined in this chapter. At the hearing, the special magistrate shall affirm, modify, or reverse the findings of the building official that the structure is unfit or unsafe as defined in this chapter. If the special magistrate agrees with the determination of the building official, he or she shall enter a final order making findings of fact, conclusions of law, and approving the demolition.
- (e) The special magistrate may grant an extension of time for demolition if at the hearing evidence is presented that families with minor children are residing in the building and that immediate relocation is not possible. However, no such extension of time shall exceed four months. If the special magistrate disagrees with the determination of the building official, he or she shall enter an order reversing the order of demolition. All orders shall be issued in writing and shall contain findings of fact and conclusions of law supporting the decision.
- (f) Any person aggrieved by the decision of the special magistrate may seek judicial review in accordance with the State appellate rules or other applicable law.
- (g) As used in this section and in § 103-49, “interested party” means a person who possesses a present legal right of present or future enjoyment of the property by virtue of a deed, title, mortgage, fully executed contract for purchase, lien on or estate in the property, judgment of court, being a named beneficiary in a will or trust of a deceased owner (or the legal spouse of the property owner).

Sec. 103-49. - Appearance of interested parties before the special magistrate.

Any interested party appearing before the special magistrate may appear in person, by legal counsel or by an agent.

Sec. 103-50. - Reports of unsafe structures from town staff or private professionals.

Any person, including town employees, contractors or agents, may make reports to the building official concerning dwellings or structures which appear to be unfit or unsafe. The building official is authorized to utilize the services of private engineers, architects or other professionals in order to determine the condition of the structure in question and such costs shall be assessed in the same manner as provided for in § 103-47.

Sec. 103-51. - Emergency condemnations, authority to take action; lien on property.

- (a) In cases where there is imminent peril to the public safety or general welfare or immediate danger to the life or safety of any person or where the public is endangered by weather conditions, fire, other natural disasters or the particular location of the subject property, unless an unfit or unsafe structure is immediately repaired, demolished, or removed, the building official shall promptly cause such structure to be made safe or removed. For this purpose the building official and the town's fire marshal may at once enter such a structure or land on which it stands, or abutting land or structures, to perform an inspection with such assistance and at such cost as may be deemed necessary.
- (b) Upon inspection, the building official and the fire marshal shall jointly determine whether or not the structure requires immediate emergency demolition in order to maintain the safety and welfare of the owner, tenants, or public. A written report will document results of these inspections. Exterior and interior photographs of the building, structure, or portion thereof will be taken when feasible.
- (c) The building official may order the vacation of adjacent structures and may require the protection of the public by appropriate fencing or such other means as may be necessary, and for this purpose may close any public or private way.
- (d) If the building official determines there is sufficient time prior to demolition, a notice of intent to demolish will be provided via priority mail or courier delivery or telephone (if the parties are listed in the current phone directory) to the owner and interested parties informing him/her/them of the emergency demolition. This written notification must state the findings of the building official and the fire marshal, documenting cause for demolition or removal. Where the owner or other interested party fails to take immediate corrective action as ordered by the building official, the building official shall have the authority to promptly proceed with the abatement of the unsafe structure in accordance with this division. Failure to affect personal notice upon the individual owner or interested parties shall not prevent the Town from performing the emergency demolition or removal and assessing a lien on the property. All costs incurred in the evaluation, vacation, securing and emergency demolition are the responsibility of the property owner, shall be reported to town commission, and the commission shall place a lien on the property as set forth in § 103-47.

Sec. 103-52. - Appeal and hearing of notice of emergency condemnation/order to demolish.

- (a) Appeals may be taken by any interested party of a notice of emergency condemnation/order to demolish only in cases where the structure has not been secured or demolished. Such interested party is afforded a right of hearing upon payment of a filing fee of \$100.00 and submission of a written request for such hearing to the town clerk within five days of receipt of actual or constructive notice of the emergency condemnation/order to demolish. The written request shall include the cell phone number of the applicant.
- (b) The hearing will be scheduled as soon as possible after receipt of the appeal. Notice of the public hearing of the appeal of emergency cases shall be given by telephone notice to the appellant's cell phone and by posting a copy of the special magistrate's agenda or a good

and sufficient notice of such hearing in town hall for at least two days prior thereto. Notice will be mailed to the owner and interested parties at least two days prior thereto. Failure to affect personal notice upon an interested party shall not prevent the Town from performing the emergency demolition or removal and assessment of a lien on the property as set forth in § 103-47.

- (c) Where the owner or other interested party failed to appear at the emergency condemnation/demolition hearing, such person may seek judicial review as prescribed by law.

Sec. 103-53. - Notice of special magistrate's action on/concerning appeal.

- (a) The building official shall advise the owner or record title holder of the special magistrate's action by the most expeditious means available, including telephone where urgent, excluding, however, notice by publication.
- (b) Appeals of a special magistrate's order may be made by filing a petition for writ of certiorari within thirty days of the order as provided for in the Florida Rules of Appellate Procedure.

Sec. 103-54. – Refusal to comply.

In the event the owner, agent or occupant fails to comply with the written notice or order of the building official or the special magistrate, the owner, agent and/or occupant shall be in violation of this article, subject to code enforcement proceedings as provided for in chapter 70 of this code.

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

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

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

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

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

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

Attest:

MaryBeth Henderson, Mayor

Tracy Campbell, Town Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 12th day of July, 2023 (“Effective Date”), by and between the **Town of Redington Shores**, a Florida municipal corporation, and **Michael McGlothlin**, as follows:

WITNESSETH

WHEREAS, § C-11(A) of the Charter of the Town of Redington Shores (TOWN) authorizes the Town Commission (COMMISSION) to appoint and remove all employees of the Town and to establish administrative departments and to distribute the work of the TOWN; and

WHEREAS, § C-4(G) of the Town Charter authorizes the Town COMMISSION to fix and regulate from time to time the salaries of the appointed or hired employees of the TOWN; and

WHEREAS, § C-30 of the Town Charter authorizes the Town Commission to provide any Town service whatsoever through contracting with any person, firm or corporation; and

WHEREAS, on November 10th 2021, the COMMISSION adopted Ordinance 21-08, which created § 1-20 of the Town Code, establishing the position of Town Administrator, who shall serve as the chief administrative officer of the TOWN and shall be responsible for directing, coordinating and managing the administration of the TOWN’S business, as performed through the TOWN’S employees and contractors; and

WHEREAS, Town Code § 1-20 provides that the Town Administrator shall serve at the sole will and pleasure of the COMMISSION; and

WHEREAS, the COMMISSION solicited qualified applicants for the position of Town Administrator and, after reviewing and interviewing candidates, selected Michael McGlothlin (ADMINISTRATOR) to be Town Administrator, subject to final contract negotiation and background check; and

WHEREAS, ADMINISTRATOR, has negotiated final terms of an employment contract with the Town Attorney as the TOWN’S designated representative, and has agreed to serve as Town Administrator under those terms, which are set forth herein; and

WHEREAS, the COMMISSION has reviewed and approved of the terms and conditions negotiated, and has received and accepted the background check for the ADMINISTRATOR; and

WHEREAS, ADMINISTRATOR shall serve as Town Administrator commencing upon the Start Date set forth herein, receiving all of the benefits provided herein for so long as he remains Town Administrator.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree to the following terms and conditions:

SECTION I – DUTIES and POWERS

TOWN employs ADMINISTRATOR to act as Town Administrator for the Town of Redington Shores, with the powers, duties and responsibilities set forth in the laws of the state of Florida and the laws and policies of the TOWN, including but not limited to the powers and duties § 1-20 of the Town Code, the duties set forth in the Town's Personnel Policy Manual, and the duties set forth in the most current edition of the Town Administrator job description adopted by the COMMISSION (as same may be revised from time to time), as well as such other legally-permissible and proper duties, assignments and functions as the COMMISSION shall from time to time assign.

SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE

A. Term of Service: The ADMINISTRATOR shall begin service on Monday August 7th 2023 (the Start Date), and shall serve as Town Administrator for an initial three (3) year term, ending at 11:59 p.m., Friday August 7th 2026, or until this Agreement expires or is terminated earlier by either Party as provided for herein.

B. Expiration and Termination: This Agreement shall expire by its own terms, and may be terminated by the ADMINISTRATOR or by the COMMISSION in the following ways:

1. Termination by the COMMISSION:

a. The COMMISSION may terminate ADMINISTRATOR for cause conditioned upon the following:

(1) Cause is defined as follows: ADMINISTRATOR has, during the term of this Agreement, been convicted or adjudged guilty of, or has pled no contest to, any felony or any first or second degree misdemeanor which, in the sole judgment of the COMMISSION, involves the moral turpitude of the ADMINISTRATOR or, the ADMINISTRATOR files to run for, or is elected or appointed to a public office, or the ADMINISTRATOR refuses to comply with any direct lawful instruction given by the COMMISSION unless prevented from doing so by some fact (factual impossibility) or written opinion by a court, the Town Attorney, or other lawful authority that the act is illegal (legal impossibility), or the COMMISSION finds that the ADMINISTRATOR has violated Part III of Florida Statutes Chapter 112 (the Code of Ethics for Public Officers and Employees), or ADMINISTRATOR is found by the COMMISSION to have committed an act of misconduct, as defined in Florida Statutes § 443.036(29).

(2) To the extent a cause termination is based upon a finding by the COMMISSION that the ADMINISTRATOR has committed an act of misconduct, as provided for above, should ADMINISTRATOR, subsequent to termination, obtain a final judgment of a court of competent jurisdiction, or final order of the Florida Commission on Ethics or other judicial or quasi-judicial authority with jurisdiction over the matter, which opinion exonerates him, and after all time for appeal of such order expires, then ADMINISTRATOR'S termination shall thereafter be considered to have been without cause and he shall thereafter be entitled to the compensation due upon termination without cause, as set forth below in subdivision (b).

(3) Termination for cause shall occur only at a publicly-noticed meeting of the COMMISSION, and must be by an affirmative vote of at least three (3) members of the COMMISSION.

b. The COMMISSION may terminate ADMINISTRATOR without cause conditioned upon the following:

(1) Termination without cause shall occur only at a publicly-noticed meeting of the COMMISSION, and must be by an affirmative vote of at least three (3) members of the COMMISSION.

(2) If the COMMISSION elects to terminate ADMINISTRATOR for any reason other than for cause, then in addition to the potential leave payouts provided for in Section IV-D and E of this Agreement, the TOWN shall pay to the ADMINISTRATOR severance pay in an amount equal to twenty (20) weeks of compensation, as that term is defined in Florida Statutes § 215.425. The TOWN shall make the lump sum payment within twenty (20) business days after the effective date of termination. The lump sum payment shall be paid as a wage through the Town's payroll system, with applicable taxes withheld.

2. Resignation by the ADMINISTRATOR. If the ADMINISTRATOR resigns prior to the expiration of the Agreement, or any extension thereof, he shall receive payment under this Agreement for the balance of his salary for the actual days he performed his duties as ADMINISTRATOR and not for the remainder of the Term of this Agreement. If ADMINISTRATOR resigns, or is terminated for cause, he shall not be eligible for the severance payment described in B (1) (b) (2) of this Section.
3. Termination or extension by mutual agreement. This Agreement may be terminated or extended by mutual agreement of the ADMINISTRATOR and the COMMISSION in writing upon such terms and conditions as the Parties deem to be mutually beneficial.
4. In all instances, the ADMINISTRATOR shall be entitled to all accrued benefits provided for in Section IV D. and E. to the same extent any other TOWN employee would be similarly entitled.

C. Disability: The ADMINISTRATOR acknowledges and agrees that his services are unique and personal and his regular attendance to his duties is therefore essential to the performance of his position. If the COMMISSION finds that the ADMINISTRATOR has become permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, or if the office of ADMINISTRATOR becomes vacant due to death or abandonment (as defined by the Town's Personnel Policy Manual), then this Agreement shall expire, and no severance shall be due.

SECTION III – COMPENSATION

A. Base Salary:

1. ADMINISTRATOR shall be paid a base annual salary of \$126,000.00 per year in year

one of this Agreement, commencing on the Start Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the COMMISSION. The ADMINISTRATOR'S annual base salary shall increase to \$131,000 per year in year two, and to \$136,000 in year three of this Agreement.

2. To the extent the COMMISSION approves a general (cost of living) salary increase for all TOWN employees in any given budget year, ADMINISTRATOR'S base annual salary will increase at the same time and at the same percentage rate as other TOWN employees, except that the increase cannot exceed the base salary limits set for the second and third years of the ADMINISTRATOR'S employment set forth in subsection A(1) above. The ADMINISTRATOR is not eligible for any merit pay or bonus not provided for herein. Any merit-based increase must be expressly approved by the COMMISSION by amendment of this Agreement.

B. Initial Vacation Allotment: Beginning on the Start Date, ADMINISTRATOR'S annual/vacation leave balance shall be set at one week (40 hours). The ADMINISTRATOR shall thereafter accumulate vacation leave as provided for in Section IV(D) below.

C. Professional Dues, Travel and Job-Related Expenses:

1. The TOWN shall pay for the ADMINISTRATOR'S membership in the ICMA and FCCMA throughout the term of this Agreement, and will pay for or reimburse the ADMINISTRATOR for the cost of such professional conference(s) he may determine are of the most value to the TOWN, up to an annual amount of \$1,000.
2. Where the COMMISSION has directed the ADMINISTRATOR'S attendance at meetings on TOWN business occurring outside of Pinellas County, the TOWN shall pay ADMINISTRATOR'S travel and per diem expenses, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided by law or adopted alternative Town travel expense policy. Where the ADMINISTRATOR'S travel outside of Pinellas County is to voluntarily attend courses, institutes, or seminars related to the ADMINISTRATOR'S professional development, the ADMINISTRATOR will pay for such expenses from his own funds.

SECTION IV - BENEFITS

A. Life Insurance: TOWN shall make available life insurance coverage options to ADMINISTRATOR on the same basis as other regular full-time employees of the TOWN.

B. Health Care Insurance: TOWN shall make available medical and dental care coverage to ADMINISTRATOR on the same basis as other employees of the TOWN. Administrator shall pay any premiums and deductibles required of other full-time employees participating in the same health plan level as ADMINISTRATOR.

C. Disability Insurance: The TOWN shall make available disability insurance coverage options to ADMINISTRATOR on the same basis as other regular full-time employees of the TOWN (if such coverage is offered).

D. Annual/Vacation Leave: Beginning on the Start Date, the ADMINISTRATOR shall be

entitled to accrue annual/vacation leave at the same rate and on the same basis as other full-time employees of the TOWN. Upon expiration or termination of this Agreement, or upon termination not for cause of the ADMINISTRATOR, ADMINISTRATOR may be entitled to the payout of accumulated and unused annual leave only to the extent other full-time employees of the TOWN would be entitled to such payout as provided for in the Town's Personnel Policy Manual.

E. Sick Leave: Beginning on the Start Date the ADMINISTRATOR shall be entitled to accrue sick leave at the same rate and on the same basis as other full-time employees of the TOWN. Upon expiration or termination of this Agreement, or upon termination not for cause of the ADMINISTRATOR, ADMINISTRATOR may be entitled to the payout of accumulated and unused sick leave only to the extent other full-time employees of the TOWN would be entitled to such payout as provided for in the Town's Personnel Policy Manual. To the extent the TOWN'S employees should ever become covered employees, as defined by the FMLA, the ADMINISTRATOR shall be deemed to be a "key employee" for purposes of determining the Parties' rights under that law.

F. Compensatory Leave: As an FLSA-exempt executive, the ADMINISTRATOR shall not be entitled to overtime pay or to accrue compensatory time.

G. Other: The TOWN agrees to make available to ADMINISTRATOR such other benefits as they now exist, and may be amended from time to time, which are provided for other regular full-time employees of the TOWN. These benefits may include, but not be limited to, cafeteria insurance plan options and contributions to the Florida Retirement System (FRS). FRS contributions shall be made for persons in the Senior Management Class, as that class may be defined by the FRS from time to time, only to the extent the FRS confirms the ADMINISTRATOR holds a position within that class.

H. Relocation: The TOWN shall provide reimbursement to ADMINISTRATOR of all expenses associated with his relocation to Pinellas County, Florida, not to exceed \$8,000. Reimbursement requests may be paid by the Town only upon submission by the ADMINISTRATOR of receipts confirming his payment of such expenses, and the COMMISSION'S approval of the reimbursement request(s).

SECTION V -- PERFORMANCE APPRAISAL

The COMMISSION may define the goals and performance objectives of the ADMINISTRATOR for any given appraisal period. The COMMISSION may elect to perform an initial appraisal of the ADMINISTRATOR after three months from the Start Date, followed by an appraisal after six months from the Start Date. Thereafter, the COMMISSION intends to review the ADMINISTRATOR'S performance annually, on or reasonably after his anniversary date.

The COMMISSION may also elect to conduct an out-of-cycle review and appraisal of the job performance of ADMINISTRATOR if, in its sole discretion, it determines such review is warranted. Reviews and appraisals shall generally be in accordance with the COMMISSION'S performance appraisal criteria, and shall be based upon the ADMINISTRATOR'S performance of his duties, his conduct, and his accomplishment of such goals and performance metrics established by the COMMISSION during the rating period. Such goals and performance metrics may be added, revised or deleted from time to time as the COMMISSION determines is in the best interests of the TOWN.

Nothing herein shall preclude the ADMINISTRATOR from individually soliciting periodic feedback from the COMMISSION, nor shall any individual member of the COMMISSION be precluded from sharing that member's views with the ADMINISTRATOR as to the ADMINISTRATOR'S performance at any time.

SECTION VI - OUTSIDE EMPLOYMENT/BUSINESS ACTIVITIES

The ADMINISTRATOR agrees to devote his full working time to the performance of his duties and responsibilities under Section I, and agrees not to engage in other employment or business operations, or to enter any contractual relationships for the provision of his personal services, during the period of his employment with TOWN.

The COMMISSION must take reasonable measures to ensure its ADMINISTRATOR refrains from private business activities or relationships which have the potential to create ethical conflicts of interest or other negative impact on the TOWN. Therefore, during the term of this Agreement, including any extension thereof, ADMINISTRATOR must disclose to the COMMISSION all business interests or entities in which he has at least a 10% ownership stake, and any real estate in Florida other than his primary residence in which he has an ownership interest.

SECTION VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The COMMISSION, in consultation with ADMINISTRATOR, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of ADMINISTRATOR, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, all applicable provisions of the TOWN'S Personnel Policy Manual, as adopted and revised from time to time by the COMMISSION, shall apply to the ADMINISTRATOR to the same extent such policies apply to other full-time TOWN employees, and are not in conflict with this Agreement or general law. In the event there is a direct and irreconcilable conflict between the Town's Personnel Policy Manual and this Agreement, this Agreement shall prevail.

B. Residency: The ADMINISTRATOR shall, at all times during the term of this Agreement, be a resident of, and shall actually live within, Pinellas County, Florida.

SECTION VIII - GENERAL PROVISIONS

A. This Agreement shall constitute the entire agreement between the Parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the Parties. This Agreement supersedes any prior agreement, written or oral, between the Parties.

B. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third Party.

D. The ADMINISTRATOR acknowledges that his decision to enter into this Agreement is

made freely and voluntarily, and that he has had the benefit of seeking independent legal counsel and had the opportunity to obtain financial planning expertise as he considered executing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.



Michael McGlothlin

MaryBeth Henderson, Mayor-Commissioner