



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
WEDNESDAY, NOVEMBER 20, 2024 - 6:00 P.M.**

AGENDA
Amended

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. CONSENT AGENDA

1. **MINUTES** – Approval of: First Budget Special Meeting – September 4, 2024, Second Budget Special Meeting – September 16, 2024, Regular Meeting – September 11, 2024, and Regular Meeting - October 29, 2024

E. APPEARANCES AND PRESENTATIONS

1. Chief Clint Belk, Madeira Beach Fire Rescue Update
2. Chief Bill Schobel, Seminole Fire Rescue Update
3. Chief Rick Swan, Indian Shores PD Update

F. OLD BUSINESS

1. ORD 2024-04 Town Charter Proposed Amendments – 2nd Reading

G. NEW BUSINESS

1. Ratification of MOUs with Pinellas County for Substantial Damage Inspections and Assessment Data Entry
2. Building Department Management
3. Sewer Charges for Swimming Pool Refill
4. RES 12-2024 Proposed Budget Amendment for FY 2023-24 Budget

H. COMMISSION REPORTS

1. Mayor Hendrickson
2. Vice Mayor Commissioner Licata, District 4
3. Commissioner Schoos, District 3
4. Commissioner Hoyt, District 2
5. Commissioner Kapper, District 1
6. Town Attorney
7. Town Administrator
8. Building Department
9. Public Works Department

I. MISCELLANEOUS

Workshop Meeting - Wednesday, November 20, 2024 – immediately following **this** Regular Meeting at 6: 00 P.M.
Regular Meeting - Wednesday, December 11, 2024 – 6:00 P.M.

J. PUBLIC COMMENT (Items not previously discussed on this agenda.)

K. 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.

ITEM D.1.



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
FIRST BUDGET HEARING
WEDNESDAY, SEPTEMBER 4, 2024 - 6:00 P.M.
MINUTES**

A **First Budget Hearing** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:00 p.m.

Members Present: Mayor Commissioner Lisa Hendrickson, Vice Mayor Commissioner Joe Licata, Commissioner CJ Hoyt, Commissioner Tom Kapper, and Commissioner Erin Schoos

Members Absent: None

Other Municipal Officials Present: Town Administrator Mike McGlothlin, Town Attorney Erica Augello, Accountant Andy Tess, and Town Clerk Margaret Carey

1. ROLL CALL BY THE TOWN CLERK

2. OPEN PUBLIC HEARING

Mayor Hendrickson opened the public hearing.

a. AMEND AND ADOPT FY 2024/2025 TENTATIVE MILLAGE AND AD VALOREM TAX

Mayor Hendrickson introduced and read RES 10-2024 A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, ADOPTING A MILLAGE RATE NOT TO EXCEED 1.6896, LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2024-2025 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS ON THE BUDGET FOR RISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE. Administrator McGlothlin explained the background information.

Commissioner Kapper moved to approve RES 10-2024, seconded by Vice Mayor Commissioner Licata.

Public Comment: None.

Discussion: None.

Vote taken: All yay 5 to 0.

b. AMEND AND ADOPT FY 2024/2025 TENTATIVE BUDGET

Mayor Hendrickson introduced and read RES 11-2024 A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, ADOPTING THE 2024-2025 ANNUAL FISCAL YEAR BUDGET. Administrator McGlothlin explained Town staff presented the budget at the August 21, 2024 meeting. Highlights include: The street light project has been phased over 2 years to equal \$83,250 each year (page 16 & 17), the street/sidewalk project is listed on page 13 for \$83,250. The Capital Improvement Plan (CIP) has been updated on page 17 to show the split. Also, the budget document has been updated with the Town's new logo.

Commissioner Kapper moved to approve RES 11-2024, seconded by Commissioner Schoos.

Public Comment: None

Discussion: Commissioner Hoyt asked Administrator McGlothlin for clarification on the sidewalks and roads project. He said the Town will need to phase the remaining roads and sidewalks. The Public Works staff will need to evaluate. We don't have a complete census yet. Commissioner Hoyt expressed concern that we don't have enough funds budgeted to cover everything that needs to be repaired.

Vote taken: All yay 5 to 0.

3. CLOSE PUBLIC HEARING

Mayor Hendrickson closed the public hearing.

4. MISCELLANEOUS

Workshop Meeting- Wednesday, September 25, 2024 – 6:00 P.M.

Regular Meeting- Wednesday, October 9, 2024 – 6:00 P.M.

5. MISCELLANEOUS

Regular Meeting- Wednesday, September 11, 2024 – 6:00 P.M.

Second/Final Budget Public Hearing – Monday, September 16, 2024 – 6:00 P.M.

Workshop – Wednesday, September 25, 2024 – 6:00 P.M

6. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:15 pm.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
SECOND BUDGET HEARING
MONDAY, SEPTEMBER 16, 2024 - 6:00 P.M.
MINUTES**

A **Second Budget Hearing** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:00 p.m.

Members Present: Mayor Commissioner Lisa Hendrickson, Vice Mayor Commissioner Joe Licata, Commissioner CJ Hoyt, Commissioner Tom Kapper, and Commissioner Erin Schoos

Members Absent: None

Other Municipal Officials Present: Town Administrator Mike McGlothlin, Attorney Nancy Meyer, Accountant Andy Tess, Town Clerk Margaret Carey

1. ROLL CALL BY THE TOWN CLERK

2. APPEARANCES AND PRESENTATIONS

None

3. OPEN PUBLIC HEARING

Mayor Hendrickson opened the public hearing.

Mayor Hendrickson read the following statement: *The Notice of Proposed Tax Increase and Budget Summary legal notice submitted by the Town of Redington Shores printed on September 11, 2024 was almost correct, however, the newspaper erroneously added parenthesis to the number shown on Part B of the Notice of Proposed Tax Increase. The printing mistake was due to a Tampa Bay Times error. The correct notice is attached to the agendas available on the sign-in table.*

a. AMEND AND ADOPT FY 2024/2025 TENTATIVE MILLAGE AND AD VALOREM TAX

Mayor Hendrickson introduced and read RES 10-2024 A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, ADOPTING A MILLAGE RATE NOT TO EXCEED 1.6896, LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2024-2025 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS ON THE BUDGET FOR RISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE. Administrator McGlothlin explained the background information.

Commissioner Kapper moved to approve RES 10-2024, seconded by Vice Mayor Commissioner Licata.

Public Comment: None.

Discussion: None.

Vote taken: All yay 5 to 0.

b. AMEND AND ADOPT FY 2024/2025 TENTATIVE BUDGET

Mayor Hendrickson introduced and read RES 11-2024 A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, ADOPTING THE 2024-2025 ANNUAL FISCAL YEAR BUDGET. Administrator McGlothlin explained Town staff presented the budget at the August 21,

2024 meeting. Highlights include: The street light project has been phased over 2 years to equal \$83,250 each year (page 16 & 17), the street/sidewalk project is listed on page 13 for \$83,250. The Capital Improvement Plan (CIP) has been updated on page 17 to show the split. Also, the budget document has been updated with the Town's new logo.

Commissioner Kapper moved to approve RES 11-2024, seconded by Commissioner Schoos.

Public Comment: None.

Discussion: None.

Vote taken: All yay 5 to 0.

4. CLOSE PUBLIC HEARING

Mayor Hendrickson closed the public hearing.

5. MISCELLANEOUS

Workshop Meeting- Wednesday, September 25, 2024 – 6:00 P.M.

Regular Meeting- Wednesday, October 9, 2024 – 6:00 P.M.

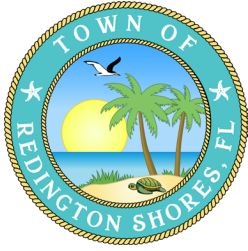
6. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:06 pm.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
WEDNESDAY, SEPTEMBER 11, 2024 - 6:00 P.M.
MINUTES**

A **Regular Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:00 p.m.

Members Present: Mayor Commissioner Lisa Hendrickson, Vice Mayor Commissioner Joe Licata
Commissioner CJ Hoyt, Commissioner Tom Kapper, Commissioner Erin Schoos

Members Absent:

Other Municipal Officials Present: Town Clerk Margaret Carey, Town Attorney Daigneault, ISPD Captain Leeann Holroyd, and Seminole Fire Chief Bill Schoebel

1. ROLL CALL BY THE TOWN CLERK

2. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Board of Commissioners at a workshop meeting. They are intended to be acted upon in one motion.

Consent Agenda items included approval of the following meeting minutes: Regular Meeting – August 14, 2024, Budget Workshop Meeting – August 21, 2024, and Workshop Meeting – August 28, 2024.

Commissioner Kapper motioned to approve the Consent Agenda, seconded by Commissioner Hoyt. Vote taken: All yay.

3. APPEARANCES AND PRESENTATIONS

- a. Captain Holroyd, Indian Shores Police Department – provided a general update.
- b. Chief Williams, Seminole Fire Rescue - provided a general update.

4. OLD BUSINESS

A. FMA GRANT UPDATE

Town Administrator McGlothlin provided an update. He reopened the Town's request for proposal for a consultant. To date, no proposals have been received.

Also attached in your packet is a memo from Mayor Hendrickson with her suggestions for proposed strategies for FMA Coordinator Engagement.

Commission Discussion:

Commissioner Hoyt asked who is in charge of this project. The Mayor said Administrator McGlothlin is in charge. Ms. Hoyt suggested getting qualification information out to interested residents. Madeira Beach only had 9 properties that qualified for the FMA program and only 6 actually went forward. That is a small number of people. Ms. Hoyt would encourage people to reach out to Madeira Beach for feedback on their experience with the program.

5. NEW BUSINESS

a. ORD 2024-04 TOWN CHARTER PROPOSED AMENDMENTS – 1ST READING

Attorney Daigneault read the Ordinance.

Commission Discussion:

Commissioner Hoyt recommends separating question #1 – Form of Government – into 2 separate questions. Attorney Daigneault said you can, but should you? He will confer with Attorney Eschenfelder on the matter.

Public Comment: Ms. Herig spoke in favor of separating into 2 separate questions. Ms. Palena suggested it may be too many ballot questions for voters.

Commissioner Kapper moved to approve ORD 2024-04, seconded by Commissioner Schoos. Vote taken:

YES: 3 SCHOOS, LICATA, HENDRICKSON

NO: 2 HOYT, KAPPER

b. AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION – FORWARD PINELLAS

Administrator McGlothlin explained our town participates in Forward Pinellas through the BIG-C organization. Every 10 years the Governor is required to review the membership composition and to reapportion as necessary. Those changes are reflected in the amended interlocal agreement presented at this meeting. There are no changes to the representation of Redington Shores. Attorney Eschenfelder reviewed the agreement and found no concerns.

Public Comment: None.

Commission Discussion: None.

Commissioner Licata moved to approve the Amendment to the Interlocal Agreement, seconded by Commissioner Schoos. Vote taken: All yay.

c. REFUSE RATE ADJUSTMENT REQUEST – WASTE CONNECTIONS

Administrator McGlothlin explained that Waste Connections is requesting a 6.4% rate increase. 5% per the conditions of the contract and a 1.4% disposal rate adjustment due to Pinellas County increase.

Commission Discussion:

Commissioner Licata asked if the increase was included in the budget. Yes.

Commissioner Hoyt asked when did we find out about the increase? Early in the budget process. Administrator McGlothlin went on to say that Attorney Eschenfelder reviewed the contract and said since it was a rollover it was okay to proceed. Ms. Hoyt asked why wasn't the Commission brought this information so the Town could try to negotiate? We had challenges with debris removal after Hurricane Debby. Mr. McGlothlin said normally rate increases are included in the new budget. Also with the contract rollover we were outside of our 120 day window. I did my due diligence to ask staff about their service. Everyone said their service was good. I told the Mayor the approval was within my authority. Commissioner Kapper agreed the majority of residents are happy with them. The Mayor added, there is a workshop agenda item planned for the future on Debris Management.

Public Comment: None.

Commissioner Kapper moved to approve the Waste Connections refuse rate adjustment, seconded by Mayor Commissioner Hendrickson. Vote taken: All yay.

6. COMMISSION REPORTS

a. Mayor Commissioner Hendrickson

Our 2nd Budget Meeting is September 16. Save the date for December 5th for the Library to host an event put items in their time capsule.

b. Vice Mayor Commissioner Licata, District 4

It would be helpful to add an item to a future agenda to discuss the upkeep of properties that are only occupied for part of the year. They need attention.

c. Commissioner Kapper District 1

175th Street is finishing up with work on the potholes.

d. Commissioner Hoyt District 2

Thank you to Lt. Doherty for contacting me directly about the fuel spill and thank you to Public Works staff for all your work. Thank you to ISPD for the Emergency Management training.

e. Commissioner Schoos District 3

Thank you to ISPD for the Emergency Management training. Thank you to Clerk Carey for organizing the Town Picnic planning meetings. I had a meeting yesterday with Deputy Clerk Patterson and members of Creative Pinellas regarding signage around town. The new plantings on the dunes look great.

f. Town Attorney

The Governor vetoed SB-280. Good job on your part and the citizens. Local government should have some role in regulating vacation rentals.

g. Town Clerk

Clerk Carey updated the Commission about the Internship program. It was quite a success, completing a variety of important projects for the town.

Business Tax Receipts expire September 30th. This year the registration process has transitioned to an online portal. The Clerk's Office has sent out renewal letters and so far, and has processed 115 BTR applications and 68 Certificate of Use applications.

Since January 1, 2024, the Clerk's Office has processed 78 public records requests.

h. Town Administrator McGlothlin

Update was included in the agenda packet. Staff have done a great job. Public Works have been challenged with keeping up with the landscape growing season and all the rain.

Mayor Hendrickson inquired about the undergrounding project. Have you had a 1st meeting? Not yet. The first priority is BCEs. Duke, Frontier, Spectrum. The Mayor asked for an update to be provided at the next meeting.

i. Public Works Department

Update was included in the agenda packet.

7. MISCELLANEOUS

2ND / Final Budget Meeting – Monday, September 16, 2024
Workshop Meeting - Wednesday, Sept. 25, 2024
Regular Meeting-Wednesday, Oct. 9, 2024.

8. PUBLIC COMMENT

NAME	ADDRESS	
Bennett Walling	17746 Wall Circle	Concerned about code enforcement, we need more public space for dogs, too many "no" signs around town. Let's get more friendly.

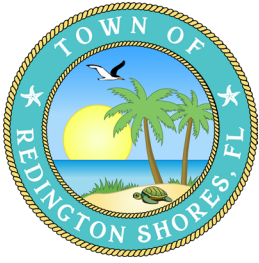
9. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 7:14 pm.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
TUESDAY, OCTOBER 29, 2024 - 6:00 P.M.
MINUTES**

A **Regular Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:00 p.m.

Members Present: Mayor Commissioner Lisa Hendrickson, Vice Mayor Commissioner Joe Licata, Commissioner CJ Hoyt, Commissioner Tom Kapper, Commissioner Erin Schoos

Members Absent: none

Other Municipal Officials Present: Town Attorney Eschenfelder, Town Clerk Margaret Carey, ISPD Police Chief Swan, Deputy Clerk Patterson, Public Works Supervisor Pafumi, Permit Technician Williams, Building Official Hudson, Town Planner Dixon.

1. **ROLL CALL BY THE TOWN CLERK**
2. **RECESS CALLED:** Mayor Hendrickson called for a recess at 6:02 P.M. to accommodate the Town Hall Informational Meeting Post Hurricanes.
3. **RECONVENE:** The meeting was reconvened at 8:08 P.M. with all members present.
4. **OLD BUSINESS** – None.

5. **NEW BUSINESS**
 - a. **APPROVAL OF THE FOLLOWING POST-HURRICANE CONTRACTS:** 1. CONTRACT FOR EMERGENCY BUILDING OFFICIAL SUPPORT SERVICES – M.T. CAUSLEY, LLC (SUBSIDIARY OF SAFE BUILT, LLC), 2. CONTRACT FOR DEBRIS MONITORING & HAULING FOR HURRICANE HELENE – ROSTAN SOLUTIONS, LLC, 3. AMENDED CONTRACT FOR DEBRIS MONITORING & HAULING FOR HURRICANES HELENE AND MILTON – ROSTAN SOLUTIONS, LLC, AND 3. A CONTRACT FOR STREET SWEEPING SERVICES FOR HURRICANES HELENE AND MILTON – USA SERVICES OF FLORIDA, LLC.

All 4 contracts were presented by Mayor Hendrickson.

Public Comment: None.

Commission Discussion: None.

Commissioner Kapper moved to approve all the following four contracts: 1. CONTRACT FOR EMERGENCY BUILDING OFFICIAL SUPPORT SERVICES – M.T. CAUSLEY, LLC (SUBSIDIARY OF SAFE BUILT, LLC), 2. CONTRACT FOR DEBRIS MONITORING & HAULING FOR HURRICANE HELENE – ROSTAN SOLUTIONS, LLC, 3. AMENDED CONTRACT FOR DEBRIS MONITORING & HAULING FOR HURRICANES HELENE AND MILTON – ROSTAN SOLUTIONS, LLC, AND 3. A CONTRACT FOR STREET SWEEPING SERVICES FOR HURRICANES HELENE AND MILTON – USA SERVICES OF FLORIDA, LLC, seconded by Commissioner Schoos. Vote taken: All yay.

- b. **ORD 2024-05 UPDDATING THE TOWN CODE REGARDING BUILDING REGULATIONS IMPACTING FLOODPLAIN MANAGEMENT – 1ST READING**

Attorney Eschenfelder read the Ordinance. He explained these changes that have been requested for about 2 years and are required by FEMA and FDEM to continue membership with the National Flood Insurance (NFIP) program. These are items they have determined are inconsistent with current Federal regulations. Our previous Building Official (Vasquez) was asked to work on this. In light of the fact that we have had several emails from FDEM, taking this first step will illustrate we are working on

it. We can make additional changes prior to the 2nd reading if necessary.

Public Comment: None.

Commission Discussion:

Mayor Hendrickson is not opposed to approving the Ordinance tonight on its 1st reading, but it needs to be workshopped before the 2nd reading. There is a lot of information in here and was brought to us during a crisis. Commissioners Kapper, Licata, and Schoos agree.

Commissioner Hoyt pointed out, there are some major things in here. Why is FEMA telling us what we must put in our ordinance when it is in complete conflict with what our residents want? After what we just went through, we need major changes to our code. We have people who have no air conditioners because they were not high enough. There are major safety concerns that need to be considered. Also, there is no background explanation provided to us with this ordinance, like we usually get from staff. Attorney Eschenfelder said FEMA is insisting we include these updates in our code to stay in the NFIP program. This has nothing to do with CRS. The Florida Department of Emergency Management travels around the State to ensure codes are up to date and they identified ours as needing to be updated. Attorney Eschenfelder will send an email to Ms. Quinn, the FDEM consultant, to come to our workshop to provide an explanation.

Commissioner Kapper moved to approve ORD 2024-05, seconded by Commissioner Licata. Vote taken:

YES: 4 KAPPER, SCHOOS, LICATA, HENDRICKSON

NO: 1 HOYT

6. COMMISSION REPORTS

a. **Mayor Commissioner Hendrickson** - none

b. **Vice Mayor Commissioner Licata, District 4** – asked about late debris pickup. Yes, a 2nd push has been scheduled. Appliances are on the 3rd push. Chief Swann will check out any safety issues.

c. **Commissioner Kapper District 1** - none

d. **Commissioner Hoyt District 2**

Commissioner Hoyt commented that in light of everything that has happened and all of the hardships on our residents, I would like the variance costs reviewed again to possibly alleviate some costs for our residents. She distributed a handout regarding variance costs and a comparison of costs of surrounding towns and noted that Redington Shores is comparatively high. Ms. Hoyt has requested that the topic of Variance costs be revisited on an upcoming Workshop agenda.

e. **Commissioner Schoos District 3**

f. **Town Attorney** - none

g. **Town Administrator** – not in attendance

h. **Public Works Department** - none

7. **PUBLIC COMMENT** – None.

8. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 8:35 P.M.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners

ITEM F.1.



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: ORD 2024-04 Town Charter Proposed Amendments – 2nd Reading

The Board of Commissioners reviewed the recommended Charter amendments at the July 31, 2024 Workshop and directed Attorney Eschenfelder to prepare an Ordinance reflecting the approved amendments. The 1st Reading was approved by the Commission at the September 11, 2024 Regular meeting.

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 1 AND § 3 OF THE TOWN CHARTER TO CONFIRM HOME RULE AUTHORITY AND TO CONFIRM A COMMISSION MANAGER FORM OF GOVERNMENT; AMENDING § 4 OF THE CHARTER TO REMOVE OUTDATED OR PREEMPTED PROVISIONS RELATED TO COMMISSION POWERS AND TO CLARIFY THE COMMISSION MAY ADOPT PROPERTY MAINTENANCE STANDARDS; AMENDING § 5 AND § 6 OF THE CHARTER TO CONFIRM COMMISSIONERS MAY BE REMOVED FOR GOOD CAUSE AND THAT COMMISSIONERS RECEIVE STIPENDS BUT NOT SALARIES; AMENDING § 8 OF THE CHARTER TO PROVIDE FOR ELECTION DISTRICTS DISCOURAGING MULTIPLE COMMISSIONERS FROM THE SAME CONDO OR HOMEOWNER ASSOCIATION; AMENDING § 10 OF THE CHARTER BY RELOCATING AND CLARIFYING PROCEDURES FOR THE DAY NEW COMMISSIONERS TAKE OFFICE AND FREQUENCY OF COMMISSION MEETINGS; COMBINING § 11 AND § 16 OF THE CHARTER (COMMISSION POWERS AND DUTIES) INTO ONE § 16 AND CLARIFYING THE COMMISSION'S AUTHORITY AND TOWN CLERK'S ROLE AS RECORDS CUSTODIAN; AMENDING § 17 OF THE CHARTER TO REMOVE REFERENCE TO THE TOWN CLERK AS THE FINANCIAL TREASURER, AND RELOCATING CHARTER REVIEW COMMISSION PROCEDURES FROM § 16 TO § 17 AS A STAND ALONE TOPIC; REPEALING § 18 OF THE CHARTER REGARDING THE SIGNING OF PAPER CHECKS BY THE CLERK AND AMENDING § 19 OF THE CHARTER TO REQUIRE WARRANTS TO BE PAID IN A REASONABLE TIME AND CO-SIGNED BY AN OFFICIAL APPOINTED BY THE COMMISSION; AMENDING § 22 (REVENUE BONDS) TO PROVIDE BONDS SHALL BE ISSUED AS PROVIDED FOR IN STATE LAW; AMENDING § 28 OF THE CHARTER TO EXPRESSLY REFERENCE FLORIDA ETHICS CODE AND TO PREVENT CONTRACTING WITH THE TOWN MANAGER OR HIS/HER SPOUSE OR BUSINESS PARTNER; REPEALING § 32 OF THE CHARTER PROVIDING MAYOR POWER TO BLOCK BUDGET AMENDMENTS; AMENDING § 33 OF THE CHARTER RELATED TO NOTICES TO RECOGNIZE PRIMACY OF STATE LAW; REMOVING OR CORRECTING PROVISIONS FROM § 9 (NOMINATIONS),

§ 14 (ORDINANCES), § 20 (APPOINTMENT OF CLERKS AND DEPUTY CLERKS), § 27 (COMMISSION POWERS), § 29 (RECORDS CUSTODIAN), AND § 34 (SEVERABILITY) OF THE CHARTER AS OUTDATED, REDUNDANT, OR PREEMPTED BY STATE LAW; AMENDING § 15 CONFINING MAYOR’S AUTHORITY; REPEALING § 7 (FIRST COMMISSIONERS) AND § 35 OF THE CHARTER WHICH ADDRESS THE TOWN’S FIRST COMMISSIONERS AND THE ORIGINAL CHARTER ADOPTION; RENUMBERING SEVERAL CHARTER SECTIONS TO PROVIDE FOR A LOGICAL FLOW OF TOPICS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE; AND SCHEDULING A REFERENDUM DATE ON WHICH THE TOWN’S QUALIFIED ELECTORS WILL VOTE ON THE AMENDMENT.

WHEREAS, Florida Statutes § 166.031(1) provides, in part, that the governing body of a municipality may, by ordinance, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality; and

WHEREAS, the same statute also provides that the governing body of a municipality “shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose”; and

WHEREAS, the Redington Shores Town Charter was adopted in its modern form by Chapter Law 31209, Laws of Florida, 1955; and

WHEREAS, since 1974 and after the Florida Constitution’s amendment to provide for municipal home rule, the Charter has been amended 19 times, the most recent being in 2012; and

WHEREAS, § 16(F) of the Town Charter requires that, at least once every five years, the Town Commission shall consider the necessity for the appointment of a Charter Review Committee, and at least once every 10 years, the Town Commission shall appoint a Charter Review Committee (CRC), for the purpose of reviewing the Charter of the Town of Redington Shores, and making recommendations to the Town Commission on any amendments, additions or deletions to the Town Charter; and

WHEREAS, prior to the current Charter review effort, the Town Commission had last established a CRC on April 11th 2012; and

WHEREAS, in light of the mandate for a Charter review every 10 years, the Commission adopted Resolution 01-2024, which established a Charter Review Commission; and

WHEREAS, the 2024 CRC was made up of five residents appointed by the Commission, with one appointee designated by each District Commissioner from within that District, and with one appointee designated by the Mayor-Commissioner from the Town at large; and

WHEREAS, the CRC was charged with the duty to carefully review the current Town Charter, to conduct no less than four meetings at which Town residents, property owners, and business owners may attend and offer comments and recommendations regarding the Town Charter, and to thereafter develop a final report to the Town Commission making recommendations as to any amendments, additions or deletions to the Town Charter; and

WHEREAS, the CRC conducted meetings and public hearings, and submitted its recommendations to the Town Commission on June 10th 2024; and

WHEREAS, the Commission has reviewed the work and recommendations of the CRC and, with two limited exceptions, has agreed with the CRC's recommendations; and

WHEREAS, the Board of Commissioners of the Town of Redington Shores find that it is in the Town's best interests to recommend the revisions to the Town Charter set forth herein to the Town's electors for a referendum vote.

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

Section 1. Sections 1 and 3 of the Charter of the Town of Redington Shores are hereby amended to read as follows:

§ C-1. Creation of municipality.

A municipality to be known and designated as the "Town of Redington Shores, Florida," is hereby established and created in the County of Pinellas in order to serve the benefits of home rule and, as such, shall have perpetual existence, may contract and be contracted with and may sue and be sued and be impleaded in all courts of this or any other state in the United States and in all matters whatsoever.

§ C-3. Form of government.

A. The ~~form of government of the~~ Town of Redington Shores ~~provided for in this Charter~~ shall be ~~the a~~ commissioner-manager form of governance~~plan~~. There shall be a The Board of Commissioners which shall consist of five members who shall be residents and qualified registered voters in said Town and elected as hereinafter provided. Said board shall consist of a Mayor-Commissioner elected at large and four District Commissioners, each elected from a district hereinafter provided. There shall also be a Town Manager who shall be appointed by, and report to and take direction from, the Commission.

A.B. Neither the Commission nor any of its members shall in any manner dictate the appointment or removal of any Town employee whom the Manager is empowered to hire. No member of the Commission may give any order to any Town employee who reports to the Manager. All requests or inquiries from Commissioners dealing with any portion of the Town's administration shall be made to the Town Manager, and neither the Commission nor any member thereof shall give any orders to any subordinate employee of the Town either publicly or privately, directly or indirectly.

Section 2. Section 4 of the Charter of the Town of Redington Shores is hereby amended to read as follows:

§ C-4. General powers.

Without denial or disparagement of other powers now held or that may hereafter be held or that may hereafter be given to the Town under the Constitution or Laws of the State of Florida, the Town of Redington Shores shall have power:

- A. As given to such municipal corporations and the officers thereof under the general laws of this state in existence or that may hereafter be passed, not inconsistent with the provisions of this Charter; also the power to purchase, lease and hold property, real, personal and mixed, within said Town, and may sell, lease or otherwise dispose of the same for the benefit of the Town and may purchase, lease, receive and hold property, real and personal, beyond the limits of the Town to be used for the ~~burial of the dead, for the~~ erection of waterworks, ~~power plants~~ and sewerage disposal plants, for the establishment of ~~poorhouses, pest houses and houses for detention and for~~ public parks and promenades, recreation parks and pavilions, ~~hospitals, golf courses~~ and buildings incident thereto.
- B. To acquire, own, hold, build, construct and operate such garbage disposal equipment or garbage disposal plants as deemed necessary, and to contract with any responsible person, firm or corporation, municipal or private, to establish a garbage disposal service and police and fire protection for the use of the inhabitants of the Town as may to the governing authorities seem advisable and best and suitable to the best interests and protection of the Town.
- C. To establish and impose ~~by ordinance~~ a charge or fee for the service of garbage collection rendered by the Town.
- D. In addition to the acquisition and ownership of real estate and personal property above provided for, to own and operate said property for such other public purposes as the Board of Commissioners may deem necessary and proper, and may sell, lease or otherwise dispose of said property for the benefit of the Town to the same extent that natural persons may do, provided that before said Town shall sell or lease real property owned by the Town and dedicated to public use as distinguished from property held in its proprietary function for a term exceeding 10 years, such proposed sale or lease for a term of more than 10 years shall be submitted to a vote of those persons who are residents

and qualified registered voters within the Town and are otherwise qualified to vote at Town elections at an election to be called by the Board of Commissioners of said Town, and the majority of the votes cast shall be in favor thereof, except as hereinafter provided.

- E. To make a special assessment upon a pro rata basis upon property benefited for the purpose of building sidewalks, seawalls, wharves and piers and constructing drainage and sanitary sewers and grading, paving and curbing streets, sidewalks and promenades and to subject itself to a bonded indebtedness for the purpose of building sidewalks, seawalls, wharves and piers and constructing drainage and sanitary sewers and grading, paving and curbing streets, to construct waterworks ~~and power plants~~, securing protection from fires or for such other public municipal improvements as the Board of Commissioners shall decide upon, provided that before any bonded indebtedness shall be incurred, the Board of Commissioners shall submit the same to a vote of those persons who are residents and qualified registered voters of property situated within the limits of the Town and are otherwise qualified to vote at Town elections and the majority of the votes cast shall be in favor thereof and provided, further, that said bonded indebtedness shall never exceed 15% of the assessed value of the real and personal property within the corporate limits.
- F. By ordinance to require the owner or agent of vacant lots or other property in the Town to comply with property maintenance standards ~~clean the same of weeds~~ and remove therefrom any stagnant pools of water and other matter injurious to the public health and to prescribe the penalty for the violation thereof, and in case such owner or their agents fail to comply with requirements of said ordinance, to have work done and to assess the cost thereof and constitute the same a lien against such property ~~and enforce the collection thereof in the manner as taxes are collected that may be due upon such property.~~
- G. By ordinance or otherwise, to define, prevent or abate nuisances; to regulate and prevent the bringing into and depositing within the Town limits of any carcasses or any offensive or unwholesome matter and to require the removal or destruction thereof by any person who shall have placed upon or near his or her premises any offensive matter and to provide penalties for the violation of such regulation; ~~to restrain and punish gambling or other disorderly conduct;~~ to prevent running at large of animals ~~eattle, horses, dogs, cats, fowl, sheep, hogs and goats in the streets of the Town~~ or within the Town limits; to provide for the purchasing or establishing of waterworks, ~~electric or other lighting plants~~ and all the other plants necessary for the Town, and to provide for the regulation thereof; to regulate the use of streets, avenues and beaches within the Town and to prevent encroachment thereof; to regulate the speed at which bicycles, automobiles or other vehicles may be ridden, driven or propelled through the streets of the Town; ~~to regulate height below which airplanes, dirigibles or other aircraft may operate over Town or in corporate limits; to regulate the speed at which street or other railway cars, locomotives or motors shall run in the Town limits;~~ to regulate the speed and manner in which boats may be operated over or through the waters lying within the Town limits; to license privileges, businesses, ~~occupations and professions~~ carried on and engaged in within the Town limits, and the respective amounts of such licenses to be fixed by Town ordinance in accordance with Florida law ~~and the amounts of such taxes shall not be dependent upon the general state revenue law; to establish quarantine and health provisions of the~~

~~State Board of Health~~; to organize and provide a Fire Department and to regulate the same so as to protect the Town from fire; to establish fire limits and to prescribe the character and method of construction of buildings to be erected or repaired therein and the materials to be used in the construction and repair thereof; to provide for and authorize Town planning and zoning and to regulate and control the agencies therefor; ~~to establish hospitals and, in conjunction with the County of Pinellas, to establish rules and regulations respecting the poor, indigent, infirm and insane, and to provide for their support and to fix the conditions upon which such persons coming into said Town shall be allowed to remain;~~ and in conjunction with the County of Pinellas, State of Florida, or any other municipality, agency or authority, to build bridges leading from the Town across any body of water to the other shore thereof, within the County of Pinellas, and to make payment for such bridges and maintenance thereof, the cost, construction and maintenance to be such as may be agreed upon between the Town and such other governmental agency; to provide for the punishment of persons who may at any time disturb the peace of the Town, or violate any of its ordinances, or any of the rules and regulations of said Board of Commissioners; to fix and regulate from time to time the salaries of the appointed or hired employees of the Town except as herein provided; to provide, erect, construct and maintain a Town sanitary sewerage system and to compel property owners or occupants to connect with Town sanitary sewer, and to do and regulate any other matter or thing that may tend to promote the peace, health, prosperity, morals and general welfare of the Town; and shall have the right and power of eminent domain for the purpose of condemning private property for the purpose of opening any street, alley, sidewalk or promenade in said Town or for constructing any sewer or for parks, beach, municipal docks or any other public purpose.

- H. To extend its territorial limits by the annexation of any unincorporated tract of land or any incorporated city or town lying contiguous to said Town of Redington Shores in accordance with the provisions of the general laws of the State of Florida pertaining to extension of municipal territorial limits.
- I. In all matters pertaining to the Board of Commissioners, Town employees and the operation of the Town, strict adherence shall be given to all provisions of the Florida Statutes, pertaining to the ethical standards for public employees, elections and financing.
- J. Personal financial interest. Any Town officer or employee who has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the Town or in the sale of any land, material, supplies or services to the Town or to a contractor supplying the Town shall make known that interest and shall refrain from voting upon or otherwise participating in his capacity as a Town officer or employee in the making of such sale or in the making or performance of such contract. Any Town officer or employee who willfully conceals such a financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the express or implied knowledge of the person or corporation contracting with or making a sale to the Town shall render the contract or sale voidable by the Board of Commissioners. All Town officers and employees shall strictly comply with the provisions of the Florida Ethics Code as contained in the Florida Statutes.

Section 3. Sections 5 and 6 of the Charter of the Town of Redington Shores are hereby amended to read as follows:

§ C-5. Creation of Board of Commissioners.

- A. There is hereby created a Board of Commissioners to consist of one Mayor-Commissioner and four District Commissioners who shall be residents and qualified registered voters of the Town.
- B. Qualifications and term of office. Each District Commissioner shall be a resident and qualified registered voter of the district from which he or she is elected, and the Mayor-Commissioner shall be a resident and qualified registered voter of said Town. Terms of office of all Commissioners shall be for a period of two years and shall commence on the day following their election to office as soon as the ballots have been canvassed and the results certified and declared and shall terminate the day of their successors' election to office. Commencing with the general election in March 2000, the term of office of the Mayor shall be for a period of three years and shall commence on the day following his or her election to office as soon as the ballots have been canvassed and the results certified and declared and shall terminate the day of his or her successor's election to office.
- C. Anything herein to the contrary notwithstanding, the first Commissioners elected from Districts 2 and 4 shall serve for terms of only one year, it being the intent and purpose hereof that the Commissioners from even-numbered districts shall be elected on alternate years with the Commissioners from the odd-numbered districts.
- D. Vacancies. Any vacancy in the Board of Commissioners shall be filled by appointment by the majority of the remaining members of the Commission for the unexpired term (or until the next election provided that the vacancy not occur within less than 30 days of a Town election). If the Mayor-Commissioner ceases to be a resident or if any District Commissioner ceases to be a resident of the district from which he or she was elected, there shall immediately occur a vacancy in that office and the remaining members of the Board of Commissioners shall fill that office in accordance with this subsection. No elective incumbent office holder shall be qualified to hold or run for any other elective office unless he or she shall resign his or her incumbent office.
- E. Removal of Commissioners. The Board of Commissioners shall have the power and authority to remove any member of such Board for incompetency, corruption, misconduct, misfeasance or malfeasance in office, absence from four successive meetings ~~unless physically disabled or~~ unless excused by the Commission for ~~other~~ good and sufficient cause after due notice to said member and an opportunity to be heard in his or her defense.
- F. Rules of procedure. The Commission may determine its own rules of procedure, may punish its own members for misconduct and may compel attendance. The majority of all members of the Commission shall constitute a quorum to do business. ~~A smaller number may adjourn from time to time.~~ The Commission shall hold regular meetings at such time and place as may be prescribed by ordinance or resolution. Special meetings may be called by the Mayor-Commissioner, or in his or her absence, the Vice Mayor when necessary. All meetings of the Commission shall be open to the public.

§ C-6. Expenses of Commissioners.

The Mayor-Commissioner of the Town shall receive for his or her monthly per diem expenses the sum of two hundred dollars (\$200.00) per month, and a ~~stipend~~ salary of six hundred dollars (\$600.00) per month. The other Commissioners of the Town shall receive as their monthly per diem expenses the sum of one hundred fifty dollars (\$150.00) each, per month, plus a ~~stipend~~ salary of five hundred dollars (\$500.00) each, per month. In addition, the Mayor-Commissioner and other Commissioners shall be reimbursed for out-of-town travel under procedures established from time to time by the Town Commission of the Town of Redington Shores. ~~The salaries authorized by this section shall take effect January 1, 2007.~~

Section 4. Section 8 of the Charter of the Town of Redington Shores is hereby amended to read as follows:

§ C-8. Election districts.

- A. The Board of Commissioners above-named shall divide, within 20 days of this Act becoming law, the territory lying within the municipal boundary of the Town of Redington Shores into four areas to be known as "districts." These four districts shall be created by the Board of Commissioners by dividing said territory such that each district shall contain as nearly as possible the same number of electors. The districts shall be numbered 1 to 4 in order, from south to north, with District No. 1 being that district lying most southerly within the municipal limits. Upon completion of the divisions of the territory into four districts, the Board of Commissioners shall forthwith prepare a map setting forth the four districts, showing their numbers and boundaries, and file the same with the Town Clerk, and a copy shall be provided for public inspection.
- B. Thereafter, the Board of Commissioners may from time to time by ordinance change the boundaries of said districts as it may deem expedient so that each district shall contain as nearly as possible the same number of electors. No change in districts shall be made within six months next preceding an election in said Town, and the election district so fixed by the Board of Commissioners pursuant to this subsection shall remain as so fixed until, in the judgment of the Board of Commissioners, a change may be necessary.
- C. In each instance where the Commission revises the boundaries of the districts, it shall, in addition to considering the numbering and population distribution requirements set forth in subsections (A) and (B) above, attempt to develop district boundaries which would prevent or make less likely the election of more than one Commissioner (excluding the Mayor-Commissioner) from any one master homeowner or condominium association. The intent of this subsection is that no one condominium or master homeowner association should hold a majority of the Town Commission seats.

Section 5. Section 10 of the Charter of the Town of Redington Shores is hereby

amended to read as follows:

§ C-10. Elections.

- A. An election shall be held in the Town of Redington Shores on the second Tuesday in March of each year for the purpose of electing successors to each elective office, whose terms shall expire on the day following the election of such year.
- B. The provisions of the general laws of the State of Florida pertaining to state and municipal elections relating to the qualification of electors, registrations, transfer of electors from one district to another, manner of voting, duties of election officers, canvassing the returns and all other particulars in respect to the management of elections, shall, so far as the same may be applicable, govern all Town elections.
- C. The candidate who receives the greatest number of votes at the general election shall be declared the winner of such election.
- D. Induction of Board of Commissioners into office. The first meeting of each duly elected Board of Commissioners for induction into office shall be on the first business day following the ballots having been canvassed, the results certified and declared and the officials so elected shall have been qualified (or as soon thereafter as is practical) at which time such officials shall take the oath of office, after which the Board of Commissioners shall meet regularly at such times as may be prescribed by its rules but not less frequently than once each month. All meetings of the Board of Commissioners shall be open to the public, as required by state law.

Section 6. Section 11 of the Charter of the Town of Redington Shores is hereby

repealed and § 16 of the Charter is amended to read as follows:

§ C-11. ~~(Reserved) Powers and duties of Board of Commissioners.~~

- ~~A. Powers. All powers of the Town and determination of all matters of policy shall be vested in the Board of Commissioners. Without limitation of the foregoing, the Board of Commissioners shall have power to:~~
 - ~~(1) Appoint and remove the Town Clerk, Town Attorney and all other employees of said Town.~~
 - ~~(2) Establish other administrative departments and distribute the work of other departments.~~
 - ~~(3) Adopt a budget of the Town.~~
 - ~~(4) Authorize issuance of bonds by appropriate ordinances or resolution.~~
 - ~~(5) Inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs.~~
 - ~~(6) Appoint the members of the Town boards and committees.~~

~~(7) Approve and adopt plats.~~

~~(8) Regulate and restrict the height and number of stories of buildings and other structures, the side of yards and courts, the density of populations and location and use of buildings for trade, industry, business, residence or other purpose.~~

~~(9) Provide for independent audit.~~

~~B. Town Clerk. The Board of Commissioners shall appoint an officer of the Town who shall have the title of Town Clerk and who shall give notice of its meetings, keep the journal of its proceedings and authenticate by his or her signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by ordinance.~~

~~C. Induction of Board of Commissioners into office. The first meeting of each duly elected Board of Commissioners for induction into office shall be on the first business day following the ballots having been canvassed, the results certified and declared and the officials so elected shall have been qualified at which time such officials shall take the oath of office, after which the Board of Commissioners shall meet regularly at such times as may be prescribed by its rules but not less frequently than once each month. All meetings of the Board of Commissioners shall be open to the public, as required by state law.~~

~~D. Town Attorney. The Town Commission shall appoint a Town Attorney upon such terms and for such compensation as the Commission may fix, who shall act as legal advisor to and [an] attorney for the Town and all of its officers and matters relating to their official duties and shall prosecute and defend for and on behalf of the Town all complaints, suits and controversies in which the Town is a party and shall perform such other professional duties as may be required of him or her by the Board of Commissioners. The Town Attorney shall be an attorney at law, admitted to practice in the courts of Florida. The Board of Commissioners may appoint such Assistant Town Attorneys as they may deem necessary.~~

§ C-136. Town Commission; duties and powers.

The Town Commission shall be responsible for the proper administration of all affairs of the Town, and to that end its powers ~~are and they~~ shall be:

A. To adopt ordinances, resolutions, and budgets in accordance with Florida law, and to see that the laws and ordinances are enforced.

B. To appoint or and remove; ~~all subordinate officers and employees of the Town.~~

1. a Town Manager who shall oversee the administrative affairs of the Town, subject to such regulations and duties as are established for the position by the Commission.

2. a Town Clerk who shall post legal notices of Town meetings, keep the journal of the Commission's proceedings, authenticate by his or her signature and record in full in a record kept for the purpose all ordinances and resolutions, be the custodian of Town records, and who shall perform such other duties as may be required by this Charter, or by ordinance, resolution, direction of the Commission, or job description.

3. a Town Attorney upon such terms and for such compensation as the Commission may fix, who shall act as legal advisor to and attorney for the Town, including all subordinate boards and commissions and officials, on matters relating to their official duties, and shall prosecute and defend for and on behalf of the Town all complaints, suits and controversies in which the Town is a party, and shall perform such other professional duties as may be required of him or her by the Board of Commissioners. The Town Attorney shall be an attorney at law, admitted to practice in the courts of Florida. The Board of Commissioners may appoint such Assistant Town Attorneys as they may deem necessary.
- C. ~~To create or abolish exercise control and direct supervision over all departments and divisions of the Town, on recommendation of the Town Manager municipal government under this Charter or which may hereafter be created by the Town Commission.~~
- D. To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed and, upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- E. To ensure that procurement activities ~~Purchases~~ of the Town ~~of Redington Shores~~ shall be made pursuant to ordinance enacted by the Town Commission, with such ordinance requiring fairness in the preparation, evaluation and award of any contracts or purchase orders ~~bids~~, and with such ordinance further providing for purchases being made pursuant to competitive bids, whether formal or informal, whenever practical.
- F. To authorize the issuance of bonds in accordance with Florida law. ~~At least once every five years, the Town Commission shall consider the necessity for the appointment of a Charter Review Committee, and at least once every 10 years, the Town Commission shall appoint a Charter Review Committee, for the purpose of reviewing the Charter of the Town of Redington Shores, and making recommendations to the Town Commission on any amendments, additions or deletions to the Town Charter. Such Charter Review Committee shall be made up of five residents appointed by the Town Commission, with one appointee designated by each District Commissioner from within that District, and with one appointee designated by the Mayor Commissioner from the Town at large.~~
- G. To inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs.
- H. To appoint the members of all Town boards and committees.
- I. To approve and adopt plats.
- J. To regulate and restrict the height and number of stories of buildings and other structures, the side of yards and courts, the density of populations and location and use of buildings for trade, industry, business, residence or other purpose.
- K. To provide for independent audit.
- L. To exercise any other home rule authority granted by the Florida Constitution and the laws of Florida.

Section 7. Section 17 of the Charter of the Town of Redington Shores is hereby amended to read as follows:

§ C-17. Charter review~~Town Treasurer.~~

~~At least once every five years, the Town Commission shall consider the necessity for the appointment of a Charter Review Committee, and at least once every 10 years, the Town Commission shall appoint a Charter Review Committee, for the purpose of reviewing the Charter of the Town of Redington Shores, and making recommendations to the Town Commission on any amendments, additions or deletions to the Town Charter. Such Charter Review Committee shall be made up of five residents appointed by the Town Commission, with one appointee designated by each District Commissioner from within that District, and with one appointee designated by the Mayor-Commissioner from the Town at large. The Town Clerk shall also be the Town Treasurer and, as such, shall be custodian of all moneys, including depositing funds and moneys into appropriate depositories or accounts, and shall keep the same in such manner and place as provided by the Town Commission.~~

Section 8. Section 18 of the Charter of the Town of Redington Shores is hereby repealed and § 19 of the Charter is hereby amended to read as follows:

§ C-18. (Reserved)~~Necessary parties to instruments.~~

~~All contracts, bonds, notes, time warrants, certificates of indebtedness, improvement certificates, redemption certificates, deeds and other legal instruments shall be signed by the Town Clerk and the Town Mayor-Commissioner or Vice Mayor-Commissioner.~~

§ C-19. Warrants.

All warrants shall be paid in a timely manner ~~the order in which they are presented~~ out of the moneys in the respective funds upon which drawn, provided that no warrant shall be issued against any fund unless there are sufficient moneys on hand therein to pay the same. All such warrants shall be signed by the ~~Town Clerk and the~~ Mayor-Commissioner or Vice Mayor-Commissioner and a co-signer authorized by the Commission.

Section 9. Section 22 of the Charter of the Town of Redington Shores is hereby amended to read as follows:

§ C-22. Tax revenue bonds.

~~The~~ Upon the affirmative vote of 4/5 of the membership of the Board of Commissioners is authorized to issue general revenue bonds in the manner set forth in Florida law of said Town, the

~~Town is hereby authorized at any time to borrow money to the extent of 1/2 of the amount of the taxes levied in any one year and to issue as evidence of indebtedness for the money borrowed revenue bonds which shall be signed by the Mayor Commissioner of the Town and attested by the Town Clerk under the Seal of said Town.~~

Section 10. Section 28 of the Charter of the Town of Redington Shores is hereby amended to read as follows:

§ C-28. Limitations on contracts.

In addition to the requirements in the Florida Code of Ethics for Public Officers and Employees set forth in Florida law, ~~the~~ Board of Commissioners of the Town shall not employ nor contract with any member of said Board or of the Town Manager or Clerk, ~~of the Town~~ nor with any spouse, business partner, son or daughter, or spouse husband or wife of said son or daughter of any member of the Board or of the Town Manager or ~~of the Clerk thereof.~~

Section 11. Section 32 of the Charter of the Town of Redington Shores is hereby repealed and § 33 of the Charter is amended to read as follows:

§ C-32. ~~(reserved) Limitation on transfer of funds.~~

~~No part of the money raised by ad valorem levy shall be diverted from the object for which it was raised except by the consent of the Mayor Commissioner and 3/5 of the entire Board of Commissioners.~~

§ C-33. Notices.

Unless otherwise allowed or required by Florida law, ~~A~~all public notices required to be published by the provisions of this Charter or any ordinances adopted hereunder may be published in any daily or weekly newspaper published in the County of Pinellas and having a general circulation in the Town of Redington Shores and empowered by law to accept legal advertisements or by posting such notices at the Town Hall and at one other place of public resort within the Town, unless otherwise specifically provided elsewhere in this Charter.

Section 12. Sections 14, 20, 27 and 29 of the Charter of the Town of Redington Shores are hereby repealed, and § 9 and § 34 of the Charter are hereby amended to read as follows:

§ C-9. Nominations for Board of Commissioners.

Every person who shall desire to become a candidate for election under the provisions of this Charter to the office of Mayor-Commissioner and District Commissioner shall qualify to become such candidate by filing with the Town Clerk his or her application to have his or her name printed upon the ballot as a candidate for election to the office for which he or she aspires, in which application he or she shall declare from which district he or she is a candidate and so declare if he or she is a candidate for Mayor-Commissioner during the qualifying period established by ordinance ~~and as stated in Chapter 12 of the Redington Shores Code, Elections~~. All applications shall be accompanied by an affidavit that the candidate is a qualified elector of the Town of Redington Shores, Florida, and has been a resident of the area included in the Town hereby created for one year immediately prior to the date of said application and has been a resident of the area included in the district for which he or she declares himself or herself to be a candidate for a period of one year prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the petitioner is a candidate, or if he or she is a candidate for Mayor-Commissioner, said petition shall so state. The petition shall be signed by not fewer than 15 nor more than 25 qualified electors, for District Commissioner. Said petition shall be signed by not fewer than 75 nor more than 100 qualified electors for Mayor-Commissioner. In the case of a candidate for District Commissioner, his or her petition shall be signed by the electors of the district in which he or she resides. No electors shall sign more than two petitions, one of which may be that of a candidate of and from the district in which the elector resides and one of which may be that of a Mayor-Commissioner. The Board of Commissioners shall prescribe the form of and prepare such petition papers.

§ C-164. ~~(Reserved) Ordinances.~~

- ~~A.— The Board of Commissioners shall have the power to make ordinances and establish for the government of said Town such ordinances in writing not inconsistent with this Charter, the Constitution and Laws of the State of Florida or the United States as it may deem necessary, said ordinances to be passed and become effective as hereinafter provided.~~
- ~~B.— All ordinances shall be passed and adopted in accordance with the procedure for adoption of ordinances as set forth by general law.~~

§ C-20. ~~(reserved) Town Clerk; Deputies.~~

~~The Town Clerk with the approval of the Town Commission may appoint deputy clerks who, when appointed, shall have such powers and authority as shall be conferred by the Town Commission.~~

§ C-27. ~~(reserved) Additional powers of Commissioners.~~

~~The Commissioners of the Town of Redington Shores shall have and exercise all powers conferred by general law upon municipal officers not inconsistent with the terms of this Charter.~~

§ C-29. ~~(reserved)Public records.~~

~~The custody of the public records of the Town shall be in the keeping of the Town Clerk, and he or she shall be responsible for their safety.~~

§ C-34. Invalidation.

In the event any section, subsection, portion or provision of this Charter shall be held to be unconstitutional or void, it shall not ~~in no wise~~ affect the remaining valid portions hereof.

Section 13. Sections 13 and 15 of the Charter of the Town of Redington Shores are hereby renumbered, and § 15 is hereby amended as follows:

§ C-153. Vice Mayor.

The Mayor-Commissioner, with the consent of the Board of Commissioners, shall appoint a Vice Mayor at its first regular meeting, and his or her duties shall be to preside over the meetings of Board of Commissioners during the absence of the Mayor-Commissioner, and in general during the absence or incapacity of the Mayor-Commissioner, he or she shall do and perform those acts and things provided in this Charter to be done by the Mayor-Commissioner.

§ C-145. Mayor-Commissioner; duties and powers.

The Mayor-Commissioner shall preside at all meetings of the Commission and shall perform other duties consistent with his or her office as imposed by the Commission. He or she shall have voice and vote in the proceedings of the Commission. He or she may use the title of Mayor-Commissioner in the execution of any legal instruments of writing or other necessity arising from the general laws of Florida or from this Charter, but this shall not be considered as conferring upon him or her the functions of a Mayor under the general laws of Florida. He or she shall be the official head of the Town for the purpose of serving civil process and for all ceremonial purposes. He or she may take command of the police and govern the Town by proclamation under the direction of the Town Commission during the times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger and shall have the power during such times to appoint additional temporary officers and patrolmen. The powers and duties of the Mayor-Commissioner shall be such as are conferred upon him or her by Florida law and this Charter, and no other.

Section 14. Sections 7 and 35 of the Charter of the Town of Redington Shores are hereby repealed as follows:

§ C-7. ~~(Reserved)First Commissioners.~~

~~A. The following persons shall be and are hereby named and constituted as members of the first Board of Commissioners of the Town of Redington Shores hereby created, who shall hold~~

~~office until their successors are duly elected in a general election of the Town which shall be held in December 1955, and until their successors have been duly qualified as herein provided.~~

~~Mayor Commissioner: Jacob Mason.~~

~~Commissioners:~~

~~District 1 Harold Olsen~~

~~District 2 Leo A. Poldevaart, Jr.~~

~~District 3 Clayton Grimes~~

~~District 4 Della Jackson~~

~~B.—In the event that any of the above named persons are unable or unwilling to act as a member of the first Board of Commissioners of said Town, the governor of the State of Florida, with the advice and counsel of the remaining members above named, shall appoint a resident or residents of the Town hereby created to fill such vacancies.~~

~~§ C-35. Referendum.~~

~~A.—This Charter shall become operative immediately upon its becoming a law to the extent of holding a referendum as hereinafter provided, and upon a favorable vote therefor, this Charter shall thereupon become and be immediately and completely effective.~~

~~B.—For purposes of referendum, the Commissioners hereinbefore named are hereby empowered and directed to call, hold, supervise and canvass an election to effectuate this Charter as follows:~~

~~(1) The election shall be held on any Tuesday determined by said Commissioners not less than two months and not more than six months from this Charter becoming law.~~

~~(2) Notice of the time and polling places for said election shall be published by said Commissioners one time at least seven days prior to said election in a newspaper of general circulation within the area to be incorporated and enabled by law to accept legal publications. Such notice shall recite the title of this Charter.~~

~~(3) All electors residing in the area hereinbefore described shall be entitled to vote.~~

~~(4) Electors shall be so qualified if registered on the rolls of the Supervisor of Registration of Pinellas County, Florida, and are residents of said area at the time of said election and for 30 days prior thereto.~~

~~(5) Any resident otherwise qualified to vote in elections under the laws of the State of Florida but not registered may register with the Supervisor of Registration of said county for purposes of this referendum until one week prior to said election.~~

~~(6) The polling place shall be within the area hereinbefore described as designated by said Commissioners.~~

~~(7) Voting may be by machine method, and the County of Pinellas and all necessary departments thereof are hereby authorized and directed to afford the necessary machines and technical advice and set said machines to record the vote contemplated hereby at a charge customarily made to municipalities in municipal elections.~~

~~(8) The form of ballot shall be a recital of the title of this Charter and then the designation:~~

~~(-) For Incorporation~~

~~(-) Against Incorporation~~

~~(9) Hours and procedure of voting shall follow the laws of this state providing for municipal elections as are not inconsistent herewith.~~

~~(10) Upon a canvass of the vote and a determination by said Commissioners that a majority of those voting have voted "for incorporation," this Charter shall thereupon be and become fully and completely effected and effective.~~

~~(11) If a majority of those voting have voted "against incorporation," this Charter shall thereupon become and be null and void and held for naught.~~

Section 15. The foregoing Charter amendments shall be placed on a referendum ballot by use of the ballot language set forth in **Exhibit A**, attached to and incorporated into this Ordinance.

Section 16. The referendum for the Town's electors to consider and vote on the foregoing Charter amendments shall occur during the Town's regular election on March 11th 2025.

Section 17. Should a majority of the Town's electors voting approve all or any of the Charter amendments set forth in Sections 1 through 14 above, then, on the day immediately following the certification of the results of the referendum, the Town Clerk shall transmit this Ordinance to the Town Code's Codifier for codification, and, pursuant to Florida Statutes § 166.031(2), shall file the revised Charter with the Florida Department of State.

Section 18. Pursuant to Florida Statutes § 100.342, the Town Clerk shall ensure that notice of the referendum is provided by publication in a newspaper of general circulation in the Town. Such publication shall be made at least twice, once in the fifth week and once in the third week prior to the date on which the referendum is to be held.

Section 19. For purposes of codification of any existing section of the Redington Shores Town Charter 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 20. 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 21. Upon being informed by the Town Clerk of the results of the referendum vote, the Codifier shall codify the substantive amendments to the Redington Shores Town Charter contained in those sections of Sections 1 through 14 of this Ordinance which have been approved by the voters, and shall not codify sections not approved by the voters, nor the exordial clauses nor any other sections of this Ordinance not designated for codification.

Section 22. The Clerk is authorized to coordinate and approve all necessary advertisement and election expenses and agreements, and to secure all required translation services and ballot language reviews by the Supervisor of Elections, as may be required to lawfully conduct the referendum.

Section 23. The Charter amendments approved by the voters shall take effect on the day immediately following the certification of the results of the referendum.

Section 24. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 11th day of September, 2024, by the Board of Commissioners of the Town of Redington Shores, Florida.

ADOPTED ON SECOND AND FINAL READING on the 9th day of October, 2024, by the Board of Commissioners of the Town of Redington Shores, Florida.

Lisa Hendrickson, Mayor

Attest:

Margaret Carey, Town Clerk

EXHIBIT A

CHARTER AMENDMENTS – REFERENDUM

REFERENDUM QUESTION # 1

HOME RULE AND ROLES OF TOWN COMMISSION AND TOWN MANAGER

Charter section 1 addresses the Town’s creation but does not reference home rule. Charter section 3 provides for a Commission form of government and does not reference a Town executive although one now exists. Should section 1 of the Charter be amended to add home rule and should section 3 be amended to recognize a Town Manager responsible for managing the Town’s administrative affairs?

Yes _____

No _____

REFERENDUM QUESTION # 2

TOWN POWERS

Section 4 of the Charter contains various outdated or preempted powers such as regulating dirigibles and creation of hospitals for the insane or indigent. Should section 4 be amended to remove these provisions and to add specific reference to the authority of the Commission to adopt and enforce property maintenance standards?

Yes _____

No _____

REFERENDUM QUESTION # 3

COMMISSIONER REMOVAL AND STIPENDS

Charter section 5 currently allows a disabled Commissioner to remain indefinitely on the Commission even if good cause for removal otherwise exists, and section 6 states Commissioners receive a salary even though they are not employees. Should Charter section 5 be amended to allow removal for good cause and should Charter section 6 be amended to provide Commissioners receive a stipend for their service?

Yes _____

No _____

REFERENDUM QUESTION # 4

ELECTION DISTRICTS

Currently, Charter section 8 provides four election districts based on population. However, the Charter does not address the potential that one master homeowner or condominium association could be allowed to hold two district seats. Should section 8 of the Charter be amended to add that future election district lines should be drawn to avoid this outcome?

Yes _____

No _____

REFERENDUM QUESTION # 5

INDUCTION INTO OFFICE; COMMISSION MEETINGS

Currently, Charter section 10 addresses elections. However, it does not address induction into office and the current Charter language on that point (to be relocated to section 10) could result in two different dates for induction of a new Commissioner. Should section 10 of the Charter be amended to provide a more specific day for induction and to maintain current monthly Commission meetings?

Yes _____

No _____

REFERENDUM QUESTION # 6

COMMISSION POWERS AND DUTIES

Currently, both sections 11 and 16 of the Town Charter contain provisions outlining powers and duties of the Commission, at times in a redundant or less than consistent manner. Should sections 11 and 16 of the Charter be merged into one section setting forth the powers and duties of the Commission, including the power to adopted ordinances and budgets, and to appoint a Town manager, attorney, and clerk?

Yes _____

No _____

REFERENDUM QUESTION # 7

TREASURER DUTIES; CHARTER REVIEW

Currently, section 17 of the Town Charter designates the Clerk as Treasurer and custodian of funds, although the Town has used qualified financial firms to provide financial services for many years and the Clerk has not served in that role. Should section 17 of the Charter be amended to remove this antiquated provision and instead to become a stand-alone section addressing the Town’s periodic charter review process?

Yes _____

No _____

REFERENDUM QUESTION # 8

SIGNATURE REQUIREMENTS

Currently, Charter section 18 requires every contract, bond, deed, and other instruments to be signed by the Clerk and Mayor or Vice Mayor. This requirement has become antiquated and in some cases is inconsistent with modern contracting methods and the Town’s procurement rules. Should section 18 of the Charter be repealed and state law be allowed to control what signatures are required on given Town documents?

Yes _____

No _____

REFERENDUM QUESTION # 9

SIGNING AND PAYMENT OF WARRANTS

Currently, Charter section 19 requires all warrants (payment authorizations) to be paid in the order presented, and to be signed by the Clerk. The Clerk no longer serves as Treasurer, and the Mayor and administrative officer review pay requests. Should section 19 of the Charter be amended to provide warrants must be paid in a timely manner, and signed by the Mayor/Vice-Mayor and Commission-authorized co-signer?

Yes _____

No _____

REFERENDUM QUESTION # 10

LOAN AND REVENUE BOND APPROVALS

Currently, Charter section 22 requires 4/5 of the Commission to approve a revenue bond, and constrains loans to 1/2 of taxes levied in one year. Florida statutes address the municipal bond process, and a loan constraint may impair the Town's ability to respond to major infrastructure damage. Should section 22 of the Charter be amended to remove the loan limitation and require bonds to be issued in accordance with state law?

Yes _____

No _____

REFERENDUM QUESTION # 11

ETHICS IN CONTRACTING

Currently, Charter section 28 prohibits the Commission from employing or contracting with any Commissioner or the Clerk, or their spouses or children. However, it does not mention their business partners, nor does it reference the Town administrative officer. Should section 28 of the Charter be amended to expressly reference the Florida Ethics Code, and to preclude contracting with a Commissioner, the Manager, the Clerk, or their respective spouses, children or business partners?

Yes _____

No _____

REFERENDUM QUESTION # 12

BUDGET AMENDMENTS

Currently, section 32 of the Charter provides the Mayor must consent to budget amendments. The Mayor is only ceremonial, and the Commission may approve a budget amendment by majority vote under its general powers. Should section 32 of the Charter be repealed to allow the Commission to amend budgets by a majority vote regardless of the Mayor's consent?

Yes _____

No _____

REFERENDUM QUESTION # 13

TOWN NOTICES

Currently, section 33 of the Charter addresses public notice methods centered on newspaper ads. Current Florida laws provides for additional electronic notice measures for those who may not subscribe to newspapers. Should Charter section 33 be amended to recognize and allow the Town to use all lawful forms of notice?

Yes _____

No _____

REFERENDUM QUESTION # 14

MINOR ERRORS AND REDUNDANT PROVISIONS

Currently, Charter section 9 unnecessarily references the Town Code. Section 14 states the Commission may adopt ordinances. Section 20 states the Clerk appoints deputies. Section 27 states the Commission has powers provided by law. Section 29 states the Clerk keeps Town records. Section 34 contains a grammar error. Should sections 9 and 24 be amended to correct their deficiencies and sections 14, 20, 27 and 29 be repealed as redundant?

Yes _____

No _____

REFERENDUM QUESTION # 15

MAYORAL AUTHORITY

Currently, Charter section 15 provides the Mayor’s powers are confined only to those in the Charter. However, various state statutes confer some added roles, duties or authority on municipal mayors, such as to receive service of process and to respond to emergencies. Should section 15 of the Charter be amended to clarify the Mayor’s authority is confined both to the Charter and state law?

Yes _____

No _____

REFERENDUM QUESTION # 16

FIRST COMMISSIONERS/FIRST CHARTER

Currently, section 7 of the Charter sets for the “first commissioners” who took office in 1955, and section 35 of the Charter sets forth the process used when the Town’s residents first voted to become incorporated and to adopt the initial Charter. These provisions have no current purpose and need not be included in the Charter. Should sections 7 and 35 of the Charter be repealed?

Yes _____

No _____

ITEM G.1.



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: Ratification of Memorandum of Understanding (MOU) between the Florida Division of Emergency Management (FDEM), the Town of Redington Shores, and Pinellas County ("Hurricane Helene").

Please find attached the MOU between the FDEM, the Town of Redington Shores and Pinellas County, dated November 5, 2024, for the establishment of obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act, as it relates to Federal Declaration DR-4824-FL ("Hurricane Helen").

This MOU was signed and entered into by Town Administrator Mike McGlothlin, on behalf of the Town of Redington Shores, and is presented for your ratification.

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
TOWN OF REDINGTON SHORES AND PINELLAS COUNTY**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("Division" or "FDEM"), Pinellas County ("County"), Florida, and the Town of Redington Shores ("Municipality"), Florida, hereafter referred to collectively as "Parties." The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act ("DRRA"), as it relates to Federal Declaration DR-4828-FL ("Hurricane Helene"). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on September 23, 2024, the Governor issued Executive Order 24-208, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on September 25, 2024, Hurricane Helene made landfall as a Category 4 Hurricane with sustained winds of approximately 140 miles per hour, including Pinellas County; and

WHEREAS, on September 29, 2024, the Federal Emergency Management Agency ("FEMA") issued Federal Declaration DR-4828-FL in response to Hurricane Helene, designating Pinellas County as one of several counties eligible for public assistance, including DRRA Section 1206 related projects; and

WHEREAS, Pinellas County is responsible for implementing emergency management programs within its borders and coordinating with municipalities inside the County, including the Town of Redington Shores.

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

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within County limits, as applicable under DR-4828-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.

- (3) FDEM shall be responsible for DRRRA Section 1206 eligible Floodplain Management Administration and Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.
- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within County limits, for eligible structures under DR-4828-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for the implementation and completion of the above activities within Municipality limits.
- (6) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on behalf of County and Municipality.
- (7) FDEM shall coordinate with County and Municipality as necessary to complete the above activities.
- (8) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (9) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (10) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (11) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (12) Each Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (13) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COUNTY:
Barry Burton
County Administrator
315 Court Street.
Clearwater, FL 33756
Telephone: (727) 464-3485
Email: bburton@pinellas.gov

MUNICIPALITY:
Lisa Hendrickson
Mayor
17425 Gulf Blvd.
Redington Shores, Florida 33708
Telephone: (727) 492-6495
Email: mayor@redshoresfl.com

- (14) This MOU is effective upon its execution by all Parties and may be modified only in writing upon agreement by all Parties. This MOU shall expire on March 27, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

COUNTY:
Pinellas County
By: Chairman or Designee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

MUNICIPALITY:
Town of Redington Shores
By: Mayor or Designee

By: Michael S. McGlothlin

Printed Name: Michael S. McGlothlin

Date: 11/05/2024



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: Ratification of Memorandum of Understanding (MOU) between the Florida Division of Emergency Management (FDEM), the Town of Redington Shores, and Pinellas County ("Hurricane Milton").

Please find attached the MOU between the FDEM, the Town of Redington Shores and Pinellas County, dated November 5, 2024, for the establishment of obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act, as it relates to Federal Declaration DR-4834-FL ("Hurricane Milton").

This MOU was signed and entered into by Town Administrator Mike McGlothlin, on behalf of the Town of Redington Shores, and is presented for your ratification.

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
TOWN OF REDINGTON SHORES AND PINELLAS COUNTY**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("Division" or "FDEM"), Pinellas County ("County"), Florida, and the Town of Redington Shores ("Municipality"), Florida, hereafter referred to collectively as "Parties." The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act ("DRRA"), as it relates to Federal Declaration DR-4834-FL ("Hurricane Milton"). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on October 5, 2024, the Governor issued Executive Order 24-214, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on October 5, 2024, Hurricane Milton made landfall as a Category 3 Hurricane with sustained winds of approximately 120 miles per hour, including Hernando County; and

WHEREAS, on October 11, 2024, the Federal Emergency Management Agency ("FEMA") issued Federal Declaration DR-4834-FL in response to Hurricane Milton, designating Pinellas County as one of several counties eligible for public assistance, including DRRA Section 1206 related projects; and

WHEREAS, Pinellas County is responsible for implementing emergency management programs within its borders and coordinating with municipalities inside the County, including the Town of Redington Shores.

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

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within County limits, as applicable under DR-4834-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4834-FL.

- (3) FDEM shall be responsible for DRRRA Section 1206 eligible Floodplain Management Administration and Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4834-FL.
- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within County limits, for eligible structures under DR-4834-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for the implementation and completion of the above activities within Municipality limits.
- (6) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on behalf of County and Municipality.
- (7) FDEM shall coordinate with County and Municipality as necessary to complete the above activities.
- (8) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (9) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (10) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (11) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (12) Each Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (13) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COUNTY:
Barry Burton
County Administrator
315 Court Street.
Clearwater, FL 33756
Telephone: (727) 464-3485
Email: bburton@pinellas.gov

MUNICIPALITY:
Lisa Hendrickson
Mayor
17425 Gulf Blvd.
Redington Shores, Florida 33708
Telephone: (727) 492-6495
Email: mayor@redshoresfl.com

- (14) This MOU is effective upon its execution by all Parties and may be modified only in writing upon agreement by all Parties. This MOU shall expire on April 9, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

COUNTY:
Pinellas County
By: Chairman or Designee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

MUNICIPALITY:

Town of Redington Shores

By: Mayor or Designee

By: Michael S. McGlothlin

Printed Name: Michael S. McGlothlin

Date: 11/05/2024

ITEM G.2.



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: Town of Redington Shores Building Department Management

As you are aware, earlier in 2024 the Town of Redington Shores Building Department underwent a significant change in staffing a full-time Building Official position instead of continuing with the contractual relationship with a service provider that was in place at the time. Plans for growth of the Building Department were discussed at the outset and, prior to the arrival of Hurricanes Helene and Milton, staff were in the process of planning for bringing onboard an additional Permit Technician and Inspector to keep up with the service level demands of also providing Building Department services to the Town of Redington Beach.

During recovery operations related to these two hurricanes the Building Department was negatively impacted by the personnel loss of our full-time Building Official when he became injured to the point of being placed on sick leave, and as of now, we do not have an expected due date for his return. This unexpected happenstance caused me to have to secure an emergency professional services agreement from M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, to restructure the Building Department for not only providing Building Official and Inspector services but to also fully support our lone Permit Technician. (See attached copy of the Professional Service Agreement)

Considering the totality of our present circumstances, our primary objective now is to immediately take steps to make our Building Department fully operational to adequately meet the needs of both communities. Of course, this was always our goal, but with the unfortunate hit from Hurricanes Helene and Milton, our new day-to-day demands have been amplified with the recovery efforts following two major storms. To that end, my recommendation is to continue with the retention of M.T. Causley, LLC, for the ancillary Building Department services, as opposed to keeping the full-time Building Official management model for the Building

Department—until such time that the Board of Commissioners wishes to revisit the concept of returning to the prior model.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF REDINGTON SHORES, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Redington Shores, Florida, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, on October 9, 2024, Hurricane Milton made landfall near Siesta Key, Florida, causing severe flooding and significant wind damage; leaving the city littered with debris; creating a public safety hazard with significant travel implications delaying emergency services; and

WHEREAS, as a result of Hurricane Milton, there are Emergency conditions which have resulted in an unexpected and unusually dangerous situation that calls for immediate action, including an urgent need for assistance and relief in regards to building inspections; and

WHEREAS, Municipality has determined that the aforementioned emergency conditions constitute a threat to the health, safety and welfare of the Municipality's residents and employees that does not permit a delay resulting from competitive solicitation of disaster response services; and

WHEREAS, Municipality, in accordance with Section 252.38, Florida Statutes, declared a State of Local Emergency on _____, which is still in effect; and

WHEREAS, Municipality desires to utilize the services of independent inspectors and plan examiners to provide emergency assessment services to its Building Department on an as-needed basis; and

WHEREAS, Municipality has reviewed the rates included herein and has determined they are a fair price for the services to be provided.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree that:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar

services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government,

setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Mike McGlothlin
Town of Redington Shores
17425 Gulf Boulevard
Redington Shores, FL 33708
Email: townadmin@redshoresfl.com

If to Consultant:

Matthew K. Causley
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Jessica Adkins, Account Manager
jladkins@safebuilt.com

Billing Purposes:
PO Box 919903
Orlando, FL 32891-9903

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.

- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MARGARET CAREY, THE CUSTODIAN OF PUBLIC RECORDS AT 17425 GULF BLVD, REDINGTON SHORES, FL 33708, PHONE: (727) 397-5538, FAX: (727) 392-9470, EMAIL: INFO@TOWNOFREDINGTONSHORES.COM.**

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Any previous Professional Services Agreements executed by the Parties for services similar to those provided by this Agreement shall be null and void upon the execution of this Agreement. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC
Digitally signed by Matthew K. Causley
Date: 2024.10.18 10:03:31 -04'00'
By: Causley
Name: Matthew K. Causley
Title: Chief Administrative Officer
Date: October 18, 2024

TOWN OF REDINGTON SHORES, FLORIDA
By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, & Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- Determine whether structures are safe for use or if entry should be restricted or prohibited
- Post the structure with the appropriate placard
- Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- Track all hours and expenses for reimbursement from federal agencies when appropriate
- Survey construction sites for control of debris hazards
- Coordinate emergency permitting procedures

Reporting Services

- Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays

- Services will be performed on an as-requested basis
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Official	\$135.00 per hour, one (1) hour minimum
Building Inspections	\$120.00 per hour, one (1) hour minimum
Damage Assessment Inspections	\$120.00 per hour, one (1) hour minimum
Client reserves the right to invoice Municipality for lodging and meals in the event staff from other areas are relocated to assist Municipality	
ADDITIONAL SERVICES	
Plan Review Services	\$120.00 per hour
Permit Technician Services	\$75.00 per hour
Floodplain Management/Substantial Damage Plan Review	\$135.00 per hour

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.

ITEM G.3.



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: Sewer Charges for Swimming Pool Refill

The Town has received requests from residents affected by hurricane damage to waive the sewer fee associated with refilling their swimming pools. I am presenting this request to the Commission for your discussion and consideration.

ITEM G.4.

RESOLUTION 12-24

A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING THE FISCAL YEAR 2023/24 BUDGET TO PROVIDE FOR CHANGES IN THE GENERAL FUND APPROPRIATIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, § 11(3) of the Town Charter authorizes the Town Commission to adopt an annual budget for the Town; and

WHEREAS, § 21(B) of the Charter provides that the Commission shall adopt its annual budget by resolution, and that the Commission shall also adopt a capital improvement program and other financial measures or controls as may be required, and that the Commission make amendments thereto as it deems necessary, in accordance with appropriate provisions of Florida Statutes and applicable provisions of the Town Code; and

WHEREAS, on September 20th 2023, the Commission adopted Resolution 08-23, which established the Town's 2023/24 budget; and

WHEREAS, the Town Administrator's job description provides, in relevant part, that the Administrator shall keep the Commission fully advised as to the Town's financial condition, and shall make such financial recommendations to the Commission as the Administrator determines is appropriate; and

WHEREAS, the Administrator has reviewed the 2023/24 adopted budget vs. actual budget and has recommended that budget be amended to coincide with the actual revenues and expenditures during that fiscal year; and

WHEREAS, Florida Statutes § 166.241(8) provides that the governing body of a municipality may, at any time within a fiscal year, or within 60 days following the end of the fiscal year, amend a budget for that year, in the same manner as is required by the municipal charter; and

WHEREAS, the 2023/24 fiscal year must be amended to reflect the changes outlined in the attached Exhibit.

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

Section 1: The Town of Redington Shores' Fiscal Year 2023/24 budget is amended in the manner set forth in **Exhibit A**, attached hereto and made a part hereof.

Section 2: Pursuant to Florida Statutes § 166.241(9), the Administrator shall ensure that the adopted amendment is posted on the Town’s official website within 5 days after adoption, and it shall remain on the website for at least 2 years.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Board of Commissioners would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 20th day of November, 2024.

Lisa Hendrickson, Mayor

Attest:

Margaret Carey, Town Clerk

Town of Redington Shores
 Exhibit "A" - Resolution 12-24 - Proposed Budget Amendments
 Fiscal Year-End 2024

	Original Budget	Amended Budget	YTD Actual	YE Budget Adjustment
General Fund				
431.100 AD VALOREM TAXES	1,744,375.00	1,750,000.00	1,752,654.00	5,625.00
431.310 ELECTRIC FRANCHISE FEE	240,000.00	250,000.00	252,638.00	10,000.00
433.519 COUNTY PARKING METERS	110,000.00	170,000.00	171,788.00	60,000.00
436.120 GENERAL INTEREST	199,000.00	400,000.00	400,876.00	201,000.00
447.004 UTILIZATION OF RESERVES	817,715.00	603,045.00	-	(214,670.00)
	<u>3,111,090.00</u>	<u>3,173,045.00</u>	<u>2,577,956.00</u>	<u>61,955.00</u>
OTHER ACCOUNTS NOT ADJUSTED	1,147,535.00	1,147,535.00	1,219,614.00	-
TOTAL GENERAL FUND REVENUES	<u><u>4,258,625.00</u></u>	<u><u>4,320,580.00</u></u>	<u><u>3,797,570.00</u></u>	<u><u>61,955.00</u></u>
Dept: 513 FINANCIAL AND ADMINISTRATIVE				
531.100 ATTORNEY FEES	65,000.00	45,000.00	40,246.00	(20,000.00)
532.000 ACCOUNTING AND AUDITING	75,000.00	30,000.00	25,250.00	(45,000.00)
533.000 OTHER ACCOUNTING	30,000.00	75,000.00	74,171.00	45,000.00
	<u>170,000.00</u>	<u>150,000.00</u>	<u>139,667.00</u>	<u>(20,000.00)</u>
Dept: 515 COMPREHENSIVE PLANNING				
531.200 ENGINEERING FEES	20,000.00	-	-	(20,000.00)
534.100 P&Z/BD ADJUSTMENT	12,000.00	-	-	(12,000.00)
534.150 SPECIAL MAGISTRATE	9,875.00	-	-	(9,875.00)
	<u>41,875.00</u>	<u>-</u>	<u>-</u>	<u>(41,875.00)</u>
Dept: 519 OTHER GENERAL				
541.000 COMMUNICATIONS	12,000.00	28,000.00	26,495.00	16,000.00
545.000 INSURANCE	95,000.00	175,000.00	126,445.00	80,000.00
	<u>107,000.00</u>	<u>203,000.00</u>	<u>152,940.00</u>	<u>96,000.00</u>
Dept: 525 EMERGENCY & DISASTER RELIEF				
549.200 EMERGENCY MANAGEMENT	10,000.00	50,000.00	46,873.00	40,000.00
Dept: 534 GARBAGE/SOLID WASTE CONTROL				
534.900 GARBAGE AND TRASH	426,000.00	475,000.00	464,538.00	49,000.00
549.300 COUNTY BILLING COLLECTION FEES	3,300.00	-	-	(3,300.00)
	<u>429,300.00</u>	<u>475,000.00</u>	<u>464,538.00</u>	<u>45,700.00</u>
Dept: 539 OTHER PHYSICAL ENVIRONMENT				
512.000 REGULAR SALARIES AND WAGES	125,000.00	165,000.00	160,902.00	40,000.00
522.000 RETIRMENT CONTRIBUTIONS	18,150.00	23,000.00	21,847.00	4,850.00
523.000 LIFE AND HEALTH INSURANCE	16,020.00	28,000.00	27,718.00	11,980.00
546.000 REPAIR AND MAINTENANCE SERVICE	-	18,000.00	17,022.00	18,000.00
564.000 MACHINERY AND EQUIPMENT	40,000.00	90,000.00	85,133.00	50,000.00
	<u>159,170.00</u>	<u>216,000.00</u>	<u>210,467.00</u>	<u>56,830.00</u>
Dept: 541 ROAD & STREET FACILITIES				
543.100 STREET LIGHTING	85,650.00	88,000.00	87,370.00	2,350.00
552.200 ST & HWY MAINT. & REPAIR	10,000.00	70,000.00	64,360.00	60,000.00
	<u>95,650.00</u>	<u>158,000.00</u>	<u>151,730.00</u>	<u>62,350.00</u>
Dept: 572 PARKS AND RECREATIONS				
546.200 PARKS GENERAL MAINTENANCE	59,050.00	100,000.00	97,484.00	40,950.00
562.000 IMPROVEMENTS	243,000.00	-	-	(243,000.00)
564.000 MACHINERY AND EQUIPMENT	-	20,000.00	17,113.00	20,000.00
	<u>302,050.00</u>	<u>120,000.00</u>	<u>114,597.00</u>	<u>(182,050.00)</u>
Dept: 579 OTHER CULTURE/RECREATION				
548.100 SPECIAL EVENTS	15,000.00	25,000.00	23,386.00	10,000.00
548.200 HOLIDAY MISCELLANEOUS	25,000.00	20,000.00	18,951.00	(5,000.00)
	<u>40,000.00</u>	<u>45,000.00</u>	<u>42,337.00</u>	<u>5,000.00</u>
	<u>1,355,045.00</u>	<u>1,417,000.00</u>	<u>1,323,149.00</u>	<u>61,955.00</u>
OTHER ACCOUNTS NOT ADJUSTED	2,903,580.00	2,903,580.00	2,239,529.00	-
TOTAL GENERAL FUND EXPENDITURES	<u><u>4,258,625.00</u></u>	<u><u>4,320,580.00</u></u>	<u><u>3,562,678.00</u></u>	<u><u>61,955.00</u></u>