

BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES SPECIAL MEETING WEDNESDAY, MARCH 26, 2025 - 6:00 P.M. AGENDA \*Amended\*

- A. CALL TO ORDER
- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. APPEARANCES AND PRESENTATIONS
- E. OLD BUSINESS

### F. NEW BUSINESS

- 1. New Redington EMS Building Cost Share Request
- 2. Town Administrator Position
- 3. Potential Property Investment
- 4. Volunteer Grant Coordinator
- 5. Building Department Update
- 6. Permit Fines Discussion
- 7. FEMA Update
- 8. Press Releases
- 9. Mayor Position Vacancy

### G. MISCELLANEOUS

Regular Meeting- Wednesday, April 9, 2025 – 6:00 P.M. Workshop Meeting- Wednesday, April 30, 2025 – 6:00 P.M

### H. 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 F.1.**



Date: March 26, 2025

To: Board of Commissioners (BOC)

From: Mike McGlothlin, Town Administrator

Re: Redington Fire/EMS/Public Works Construction Project & Funding Request Discussion

So that all are aware, Madeira Beach Fire Chief Clint Belk assumed the lead role in assisting the towns of Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores with project completion for the construction of a Fire/EMS/Public Works building to be sited in North Redington Beach. The previous structure at this location once also held the Public Works Shop for our community and since the previous building was demolished our staff have been working out of a Connex, a small storage shed located at Town Hall, the small supply room at the rear of Constitution Park, and their individual vehicles. Without Chief Belk's leadership and management assumption of this project it would have more than likely fallen through and we would have suffered additional losses of time, money, and opportunity.

As we are now looking at soon breaking ground for this construction project, a topic not previously discussed regarding an additional item of financial commitment has arisen. Chief Belk will next discuss this matter with you so that the construction project can move forward with the eventual consolidation of fire services under the sole responsibility of the Maderia Beach Fire Department, ensuring both fire suppression and EMS support services for the community, and the rebuild of a suitable site for our Public Works Department.

At the conclusion of the discussion with Chief Belk staff is requesting approval to complete the necessary financial research with our accounting team, and possibly with personnel representing the "Penny for Pinellas" fund, so that we can report back to you at the next publicly noticed meeting as to our efforts and recommendations.

### **Town Administrator**

From: Sent:	Belk, Clint <cbelk@madeirabeachfl.gov> Monday, March 24, 2025 2:13 PM</cbelk@madeirabeachfl.gov>
То:	Town Administrator
Subject:	Redington Station Unit Justification
Attachments:	Pennies for Pinellas Distribution.pdf; Redington EMS Station Cost Share Analysis.docx

Good afternoon Administrator McGlothlin,

Please see the attached information regarding our conversation the other day about improving the 911 response to the Redington communities from the new Redington Station. Let me know your thoughts and if you are in agreement then we can look to present to your commission. Please see 1b below for transparency.

Just an FYI on what is covered under the Pennies for Pinellas (Lost Fund) Account.

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans. grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or

improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. <u>163.3164</u>(39), s. <u>163.3221</u>(13), or s. <u>189.012</u>(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. <u>29.008</u>.

### Clint Belk, B.S., CFO

Fire Chief Madeira Beach Fire Department (727) 391-3400 <u>cbelk@madeirabeachfl.gov</u>



250 Municipal Drive Madeira Beach, FL 33708

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Penny for Pinellas, Local Infrastructure Sales Surtax Estimated Total Distributions to Pinellas County and Municipalities Penny IV

(Dollar Amounts in Thousands, 000's omitted)

	FY20 (9 mos)	Actual FY21	Estimate FY22	Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate FY22 FY23 FY24 FY25 FY26 FY27 FY28 FY29 FY30	Estimate FY24	Estimate FY25	Estimate FY26	Estimate FY27	Estimate FY28	Estimate FY29	Estimate FY30	\$	April 1, 2016 Population Estimate	%
Economic Development Capital Projects and Housing Jail & Court Facilities	10,199 3.686	16,731 6.047	17,774 6 424 5	17,906 6.471 9	18,540 6 701 3	19,255 6 950 6	19,758 7 141 5	20,439	21,053	21,684	5,584	\$ 188,924		8.3000%
Countywide Investments Total 13,865 22,779 24,199 24,378 25,242 26,214 1,171,19 1,001,1 2,001,2 2,001,2 3 00,200 0,00	13,885 tion is prior to t	22,779 he County &	24,199 Municipalities	24,378 distribution	25,242 and is shown	26,214	26,900 It of total est	27,827 Imated reven	28,662 1. The popu	29,522 29,522 ation distribu	7,602 7,602 Ition formula	5 257,209 for the County &	) A Municipalities la	3.0000% 11.3000% 100% after the
Pinellas County Distribution	56,409	92,534	98,304	060,66	102,539	106,491	109,275	113,043	116,434	119,927	30,881	\$ 1,044,867	7 275,316	51.7522%
Countywide Investments & Pinellas County Total	70,294	115,313	122,503	123,407	127,781	132,705	136,175	140,870	145,096	149,449				
Belleair	303	498	529	533	551	573	588	608	ACA	RAF	166	5 5 4		1000200
Belleair Beach	121	199	211	213	220	229	235	243	250	258	90	PC C 3		0.2103%
Belleair Bluffs	159	262	278	280	290	301	309	320	329	339	87	\$ 2.953	3 2.056	0.1463%
Belleair Shore	80	14	15	15	16	16	11	17	18	18	2	\$ 159		0.0079%
Clearwater	8,715	14,297	15,188	15,300	15,842	16,453	16,883	17,465	17,989	18,529	4,771	\$ 161,432	112	7.9957%
	2,796	4,586	4,872	4,908	5,082	5,278	5,416	5,603	5,771	5,944	1,531	\$ 51,789		2.5651%
duiport Indian Rocks Reach	026	1,000	1,004	1,0/0	1,/30	1,803	068,1	1,914	1,971	2,030	523	5 17,688	-	0.8761%
Indian Shores	111	182	194	195	202	210	100	080	00/	12/	186	6,281		0.3111%
Kenneth City	391	642	682	687	711	739	758	784	807	832	214	2 7 246	5 044	0.1020%
Largo	6,327	10,378	11,026	11,107	11,501	11,944	12,256	12,679	13,059	13,451	3.464	\$ 117.190	40	5 8044%
Madeira Beach	338	554	588	593	614	637	654	677	697	718	185	\$ 6.255	4.354	0.3098%
N. Redington Beach	112	184	195	197	203	211	217	224	231	238	61	\$ 2,074		0.1027%
Oldsmar	1,103	1,810	1,923	1,937	2,006	2,083	2,138	2,211	2,278	2,346	604	\$ 20,440	14,230	1.0124%
Prinelias Park	4,0/1	6,678	1,094	7,147	7,400	7,685	7,886	8,158	8,403	8,655	2,229	\$ 75,407		3.7349%
Redington Beach	211	184	196	197	204	212	217	225	232	239	61	\$ 2,079		0.1030%
Safety Harbor	1 330	2 10G	067	0 350	5000	120	203 C	145	105	361	66	3,148	2,192	0.1559%
St. Pete Beach	733	2.346	1.277	1.287	1 332	1 384	1 420	1 469	1 513	1 558	200	181,42 0		1.2282%
St. Petersburg	20,122	647	35,066	35,325	36.577	37.987	38,980	40.324	41.534	42,780	11 016	340 357	C	0.01 20%
Seminole	1,430	33,008	2,492	2,510	2,599	2,700	2,770	2,866	2.952	3.040	783	57.15		1 3119%
South Pasadena	394	1,202	687	693	717	745	764	791	814	839	216	5 7.862		0.3619%
Tarpon Springs	1,911	3,134	3,329	3,354	3,473	3,607	3,701	3,829	3,944	4,062	1,046	\$ 35,389		1.7528%
I reasure Island	528	866	920	926	959	966	1,022	1,057	1,089	1,122	289	\$ 9,774		0.4841%
Municipalities Total	52,588	86,268	91,647	92,324	95,596	99,280	101,876	105,388	108,550	111,806	28,790	\$ 974,113	67	48.2478%
Total Penny Distributions	122,882 -3.3% 170,836	201,581 18.0%	214,150 6.2%	215,731 0.7%	223,377 3.5%	231,985 3.9%	238,051 2.6%	246,258 3.4%	253,646 3.0%	261,255 3.0%	67,273 3.0%	\$ 2,276,189	953,485	100.000%
	Total EV20													

The revenue estimates are consistent with State sales tax projections. Increases are estimated at 5.0% in FY21, 10.7% in FY22, 2.8% in FY23, 2.1% in FY24, 1.9% in FY25, 1.5% in FY26-FY27 and 2.5% FY28-FY30.

2016 Population Estimates from University of Florida, Bureau of Economic and Business Research, 10/31/2016. 2004 Population Estimates served as basis of Penny III Distribution among County and Municipalities.

Calculation of the Ordinary Distribution to Eligible County and Municipal Governments (218.62 Florida Statutes): The allocation factor for each county government is computed by dividing the sum of the county's unincorporated area population by the sum of the county's total population plus two-thirds of the county's incorporated area population is determined by multiplying the allocation factor by the sales tax monies earmarked for distribution within that county.

The allocation factor for each municipal government is computed by dividing the municipality's total population by the sum of the county's total population plus two-thirds of the county's incorporated population. Each municipality's distribution is determined by multiplying the allocation factor by the sales tax monies earmarked for distribution within its respective county.

### **Redington EMS Station Cost Share Analysis**

With the Redington EMS Station set to break ground, the intent of this is proposal is to allow the new station to house a fire suppression unit that will better serve all three Redington communities. Pinellas County does not fund any fire aspect of the 911 system, strictly emergency medical services. How this translates into what you see when a fire truck arrives on a call is that the county pays for the Paramedic on that fire truck. That funding from PCEMS eases the financial burden on each municipality or district to have a functioning fire department. Part of the agreement we entered into with Pinellas County for this station to be built was that it will be staffed by Madeira Beach Fire Department and the fire contracts would be consolidated to solely MBFD, since the City of Seminole Fire Department would no longer be needed to come over Park Blvd. Bridge. The county has agreed to pay \$125,000 towards a medic unit, similar to Medic 25 to be housed at the Redington EMS Station. In good faith, I cannot request the fire suppression contracts to be consolidated without a fire suppression unit housed there since although a medic unit would add manpower to the scene, it would not add to the suppression of a structure fire.

My request is to explore the LOST Fund or Pennies for Pinellas Sales Tax. Each municipality is awarded a distribution of these funds, and it can be used for infrastructure and emergency vehicles and outfitting said emergency vehicle. With a squad or light rescue housed at the new station a request could then be made to consolidate the fire contracts and ensure the City of Madeira Beach does not incur any costs to staff this station in another jurisdiction.

The following is the breakdown of approximate percentages each municipality pays towards the fire contract. These numbers are from FY25 but the percentages remain the same, regardless of fiscal year with the Tampa Bay Consumer Pricing Index dictating an annual increase not to exceed 5% annually.

### Pennies For Pinellas Distribution- FY26

Redington Beach- \$217,000

N. Redington Beach- \$ 217,000

Redington Shores- \$329,000

### **Redington Fire Contract Payment Breakdown FY25**

Redington Beach- 22.7%, \$141,462.64

N. Redington Beach- 31.09%, \$193,172.90

Redington Shores- 46.13%, \$286,569.13

### Using this same model with the total request being at \$200,000, below is the distribution:

Redington Beach- \$45,400

N. Redington Beach- \$62,180

Redington Shores- \$92,260

### Penny Money after Payment:

Redington Beach- \$217,000-\$45,400= \$171,600

N. Redington Beach- \$217,000-\$62,180= \$154,820

Redington Shores- \$329,000-\$92,260= \$236,740

Alternatives: I have exhausted all grants for apparatus and had to apply for the AFG Grant for SCBA air packs for Station 25 and the new station, outcome TBD. This is my last option to secure funding for a fire suppression unit at the new Redington Station.

### **Belk, Clint**

From:	Hare, Craig A <chare@pinellas.gov></chare@pinellas.gov>
Sent:	Monday, May 6, 2024 2:31 PM
To:	Belk, Clint; Jim Rostek
Subject:	Follow-up
Importance:	High

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mayor and Chief,

Nice to see you both and glad to hear the construction funding agreement is going to City Council on Wednesday, 05/08.

We will send to the Board of County Commissioners as soon as we have the signed agreement back – our next deadline is 05/24 for the 06/11 BCC Meeting.

Toward your question about the staffing and vehicle for the Redington EMS Station:

- EMS will provide funding for a Medic Unit to operate at the Redington EMS Station new cap is \$125,000.
- EMS will provide funding for 1 24/7 Paramedic position to coincide with the opening of the Redington Station.
- We can work out the timing of the funding once you have an anticipated construction completion time.
- We will document the details in the next ALS First Responder Agreement that will be drafted over the summer and go into effect 10/01/24.
- Madeira Beach will work with the Redingtons to consolidate the Fire Protection Agreements to fund the second 24/7 position.
- Madeira Beach will work with Seminole on Seminole's transition out of the Redington Fire Agreements.
- EMS understands that Madeira Beach will continue to operate Authority Funded Truck 25 and City Funded Medic 25 from Station 25.

Thanks, Craig

Craig A. Hare, MBA, Paramedic Director of EMS & Fire Administration

Pinellas County EMS & Fire Administration 12490 Ulmerton Road - Suite 134 Largo, Florida 33774 Phone (727) 582-5752 Cell (727) 421-6819 <u>chare@pinellas.gov</u> <u>pinellas.gov</u>

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### ITEM F.2.



Date: March 26, 2025 To: Board of Commissioners (BOC) From: Mike McGlothlin, Town Administrator Re: Town Administrator Position

During the recruitment and hiring processes for the Town Administrator position here at Redington Shores that I applied for and was eventually hired to do, along with the subsequent development of the 30-60-90-day plan of tasks that were desired to be accomplished and/or planned for, it was consistently communicated to me that both the Board of Commissioners (BOC) and the community as a whole desired and supported the effort of transitioning the Redington Shores form of government from that of Commission led to that of Commission-Manager.

In that the review process and subsequent voter approval were required to amend the Town's Charter for this change, we first composed the Charter Review Committee (CRC) for the Charter to be reviewed with recommendations for amendments to be forwarded to the BOC for review and approval. Accordingly, the work of the CRC was completed with recommendations forwarded to the BOC. Also, the BOC did review and approve the recommendations as made by the CRC which resulted in the proposed change in government item to be placed on the March 11,2025 ballot, labeled as Amendment No. 1, for voting citizen consideration.

As we all know, Amendment No. 1 was defeated at the March 11, 2025, election and I, unfortunately, find myself to now be employed under a different pretense as to what I was originally hired for. While it is not uncommon, in both the public and private sector, for organizations to experience changes in direction or focus that result in executive management personnel changes, in the public sector with issues such as these, we also must take into account the will of the people. In this instance the people have spoken, and as a result, I am requesting that the BOC terminate my employment without cause, to be effective April 13, 2025, as listed under the provisions of my attached Employment Agreement.

### EMPLOYMENT AGREEMENT

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

### WITNESSETH

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

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

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

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

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

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

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

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

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

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

### SECTION I – DUTIES and POWERS

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

### SECTION II - TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE

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

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

1. Termination by the COMMISSION:

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

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

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

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

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

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

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

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

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

### SECTION III - COMPENSATION

- A. <u>Base Salary</u>:
- 1. ADMINISTRATOR shall be paid a base annual salary of \$126,000.00 per year in year

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

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

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

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

### SECTION IV - BENEFITS

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

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

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

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

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

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

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

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

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

### SECTION V - PERFORMANCE APPRAISAL

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

The COMMISSION may also elect to conduct an out-of-cycle review and appraisal of the job performance of ADMINISTRATOR if, in its sole discretion, it determines such review is warranted. Reviews and appraisals shall generally be in accordance with the COMMISSION'S performance appraisal criteria, and shall be based upon the ADMINISTRATOR'S performance of his duties, his conduct, and his accomplishment of such goals and performance metrics established by the COMMISSION during the rating period. Such goals and performance metrics may be added, revised or deleted from time to time as the COMMISSION determines is in the best interests of the TOWN. Nothing herein shall preclude the ADMINISTRATOR from individually soliciting periodic feedback from the COMMISSION, nor shall any individual member of the COMMISSION be precluded from sharing that member's views with the ADMINISTRATOR as to the ADMINISTRATOR'S performance at any time.

### SECTION VI - OUTSIDE EMPLOYMENT/BUSINESS ACTIVITIES

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

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

### SECTION VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

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

### SECTION VIII - GENERAL PROVISIONS

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

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

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

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

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

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

Nλ Michael McGlothlin

2.23 derson, Mayor-Commissioner Mar

## ITEM F.3.



Date: March 26, 2025

To: Board of Commissioners (BOC)

From: Mike McGlothlin, Town Administrator

**Re: Potential Property Investment** 

As you will recall, the BOC asked the Town Attorney to follow up with the owner of the parcel at 17490 Gulf Boulevard after his visit to me with an expression of desire to sell the property to the Town.

When the Town Attorney contacted the owner, he communicated an offer to sell for \$5.5 million.

The owner indicates there are no current liens, and the property is not involved in any current litigation including bankruptcy. However, he indicates it is burdened with an SBA loan for "around \$60,000." It is presumed that he will satisfy this loan from sale proceeds should he sell the parcel.

Public data indicates it was last sold on July 5<sup>th</sup>, 2000, for \$1,130,000, and that it has been listed between 2022 and 2023 for between \$6.5 million and \$5 million. The last listing was withdrawn in 2023.

The Pinellas County Property Appraiser lists the current Just Market Value at \$428,680. The Appraiser's website also indicates that at its highest, the parcel had a Just Market Value of \$1,044,500 in the 2006 time period, which it is speculated that this reflected the presence of the structure which was subsequently removed due to the State's revocation of the submerged land lease.

On July 5<sup>th</sup>, 2000, the parcel was deeded by AmSouth Bank (as representative of the Estate of Ernest Torok) to JERMC Ltd. (deed at OR book 10968/1641).

That same day, Wilda Torok deeded her ½ interest as Tenant in Common to JERMC Ltd. (deed at OR book 10968/1651).

JERMC Ltd (a company owned by the owner) remains the record owner of the parcel.

Barring any further information or counsel from the Town Attorney, at this point, it will be up to the Commission if and how to proceed in response to the offer. The Town may seek to obtain an independent appraisal if it desires, or to make its own counteroffer, or to simply take no further action on the offer.

## **ITEM F.4.**



Date:	March 26, 2025
То:	Board of Commissioners
From:	Mike McGlothlin, Town Administrator and Margaret Carey, Town Clerk
Re:	Volunteer Grant Coordinator

At the March 12, 2025 Regular Meeting, Commissioners directed the Town Clerk to prepare a job description for a Volunteer Grant Coordinator position and to post it to the public. The Commission also asked that the topic be added to the next meeting for discussion.

Resident Amy Baker has volunteered to assist the Town with grant research.

On Wednesday, March 19, Ms. Baker and Clerk Carey attended a conference call with Connie Becker who is the Program Administrator for Water Restoration Nonpoint Source grants with the State of Florida. Ms. Becker explained details of the State and Federal grants that she manages. Ms. Becker also referred staff to a different grant program (Wastewater) that may be better suited for our needs. A summary of the conference call is attached.

Clerk Carey reached out to Mr. Holmes the Wastewater Grants Administrator and he emailed information regarding Water Quality Improvement grants. Request for proposals opens on July 1, 2025. Information is attached.

Teams Meeting Recap 3-19-2025 Connie Becker <u>Connie.l.becker@floridadep.gov</u> Division of Water Restoration Assistance Nonpoint Source Section Tallahassee, FL

Teams call attended by: Margaret Carey and Amy Baker

2 types of grants available: State and Federal

www.protectingfloridatogether.gov

Connie's group focuses on Nonpoint Source Management – when you don't know the source of the water (rain vs pipe).

Download proposal questions from the website to prepare for applying (see attached).

Check out Green Stormwater Information on their site.

### **FLORIDA STATE GRANT**

### State Water-Quality Assistance Grant Program (SWAG)

The State Water-quality Assistance Grant (SWAG) program, administered by the Florida Department of Environmental Protection (FDEP), provides funding for water quality improvement projects, particularly those addressing nonpoint source pollution and implementing Basin Management Action Plans (BMAPs).

- Does not cover septic to sewer
- 3-year project (can extend if necessary)
- Proposal deadline 3-31-2025
- BMAP Basin Mgmt Action Plan check to see if Pinellas County has a BMAP. We get extra points if we are in a BMAP area.
- Connie's group receives \$5M per year. Typical grant requests are \$25,000 up to \$800,000).
- Grant funds are for construction of project.
- No match required.
- Monitoring (Stormwater) is not required.
- Example projects: building a retention pond, plantings in the pond, green stormwater infrastructure).

### **FEDERAL GRANT**

### 319.25 Grant Program

The Federal Clean Water Act Section 319(h) grant program, often referred to as the "319 grant," provides funding to states, territories, and tribes to implement nonpoint source (NPS) pollution management programs, aiming to protect and restore water quality.

- 60/40 program (Town required to match 40%)
- 5-year project (cannot extend)
- Begins 7-1-2025 and ends 6-30-2025.
- Timeline set by EPA.
- This year timeline is off due to changes in Federal government.
- 3 components of septic & sewer that qualify:
  - 1. Abandonment of septic tank
  - 2. Laterals of resident to main line
  - 3. Connection fees
- Does not qualify: impact fees or infrastructure, tree removal.
- Can pay to repair driveway
- Can pay for grinder pump

Connie said our potential project of connecting our sewer line to Madeira would not fall under these grant programs. She referred us to:

Mitch Holmes

Program Administrator

Wastewater Grant Projects

(850)245-2963

Mitch.holmes@floridadep.gov

I sent an introductory email to Mr. Holmes at the conclusion of our call today.

Margaret Carey

### **Town Clerk**

From: Sent: To: Cc: Subject: Attachments: Holmes, Mitch <Mitch.Holmes@FloridaDEP.gov> Wednesday, March 19, 2025 3:27 PM Town Clerk Amy Baker; Town Administrator RE: Grant Programs WQI Grants FAQ\_0.pdf

Hi Margaret,

We are currently working on updating some information for this year's round of project solicitation but here are some details about water quality improvement grants:

- Available to local governments and nonstate entities
- To address wastewater (including septic-to-sewer), stormwater and agricultural sources of nutrients in waterbodies
- Eligible waterbodies are not attaining nutrient or nutrient-related standards; have an established total maximum daily load; or are located within a basin management action plan area, a reasonable assurance plan area, an accepted alternative restoration plan area, or a rural area of opportunity
- Request for proposals opens on July 1, 2025
- There is no required match but priority is given to projects with some local contribution

If you would like to discuss the project further I am free tomorrow between 2-4pm if you would like to set up a meeting or give me a call at 850-245-2963.

Mitch

From: Town Clerk <townclerk@redshoresfl.com> Sent: Wednesday, March 19, 2025 11:07 AM To: Becker, Connie L. <Connie.L.Becker@FloridaDEP.gov>; Holmes, Mitch <Mitch.Holmes@FloridaDEP.gov> Cc: Amy Baker <amybaker66043@yahoo.com>; Town Administrator <townadmin@redshoresfl.com> Subject: Grant Programs

### **EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

### Hello Connie,

Thank you for a most informative meeting today. And thank you for the referral to Mr. Holmes.

Hello Mitch,

Connie Becker recommended we contact you for information about your Wastewater Grant opportunities. Would you be able to send me an overview or to schedule a Teams call?

We appreciate any information you can share.

### For the Fiscal Year 2024-25 grant proposal request, the department has combined the portal for four water quality improvement grants and encourages entities to apply for each grant program for which they are eligible. These grant programs include:

TOGETHER

- The Water Quality Improvements Grant Program.
- The Indian River Lagoon Water Quality Improvements Grant Program.

PROTECTING

- The Biscayne Bay Water Quality Improvements Grant Program.
- The Caloosahatchee Water Quality Improvements Grant Program.

Additional information is available in this fact sheet for each of these grants. For all water quality improvement grants discussed below, eligible project proposals must be submitted by nonstate entities. Typically, this means local governments, universities or nonprofit organizations.

### Water Quality Improvements Grant Program

To be eligible for funding, a project must improve the quality of waters that:

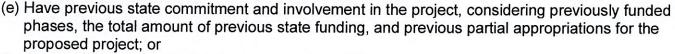
- Are not attaining nutrient or nutrient-related standards;
- Have an established total maximum daily load; or,
- Are located within a <u>basin management action plan (BMAP) area</u>, a reasonable assurance plan area adopted by final order, an accepted alternative restoration plan area or located within a rural area of opportunity.

### Eligible projects include:

- (a) Connecting onsite sewage treatment and disposal systems (OSTDS) to central sewer facilities.
- (b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.
- (c) Repairing, upgrading, expanding, or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.
- (d) Repairing, upgrading, expanding, or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.
- (e) Projects identified pursuant to sections 403.067(7)(a) or (7)(e), Florida Statutes (F.S.).
- (f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to <u>sections 403.067(7)(a)9. a. and b, F.S.</u>.
- (g) Projects listed in a city or county capital improvement element pursuant to <u>section</u> <u>163.3177(3)(a)4. b, F.S.</u>
- (h) Where central sewerage is not available, retrofitting OSTDS to upgrade such systems to enhanced nutrient-reducing OSTDS or other equivalent wastewater system that achieves 65% reduction in total nitrogen.

The department will consider and prioritize those projects that:

- (a) Have the maximum estimated reduction in nutrient load per project;
- (b) Demonstrate project readiness;
- (c) Are cost-effective;
- (d) Have a cost share identified by the applicant, except for rural areas of opportunity;



TOGETHER

(f) Are in a location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

### Indian River Lagoon Water Quality Improvements Grant Program

PROTECTING

Eligible projects include water quality projects within the proximity of the Indian River Lagoon and to implement the Indian River Lagoon Protection Program established under section 373.469, F.S.

### Biscayne Bay Water Quality Improvements Grant Program

Eligible projects include projects that will improve the water quality of Biscayne Bay, including septic to sewer and wastewater projects.

### Caloosahatchee Water Quality Improvements Grant Program

Eligible projects include water quality improvement projects within the Caloosahatchee River Watershed.

## ITEM F.5.

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Date:March 26, 2025To:Board of CommissionersFrom:Rob Peebles, Building OfficialRe:Building Department Hours

FEMA mission 1206 provides funding for municipalities in the wake of hurricanes Helene and Milton. The 1206 mission expiration per Federal Law is 180 days from the event, 4/8/2025. Pinellas county contracted with Tidal Basin through the 1206 mission and Redington Shores used that Tidal Basin contract to request temporary Permit Technicians.

The Town will lose funding for 4 of our 5 permit technicians on 4/8/2025.

To best serve the residents of the Town and to maximize the productivity of permit staff, I propose we change the operating hours of the Building Department as follows:

Current public hours (38.5):

Monday 10am – 6pm Tuesday 8:30am – 4pm Wednesday 10am – 6pm Thursday 8:30am – 4pm Friday 8:30am – 4pm New Public Hours (40):

Monday 10am – 6pm Tuesday 10am – 6pm Wednesday 10am – 6pm Thursday 10am – 6pm Friday closed to public

Building department staff hours:

Current (44):

New (48):

Monday 8am – 6pm Tuesday 8am – 4pm Wednesday 8am – 6pm Thursday 8am – 4pm Friday 8am – 4pm Monday 8am – 6pm Tuesday 8am – 6pm Wednesday 8am – 6pm Thursday 8am – 6pm Friday 8am – 4pm

This new schedule allows more face time with residents as well as more time to do the administrative work required to complete permit applications and move them more quickly through the process. We will be able to issue more permits, faster, and position the Town to absorb the possible loss of our permitting staff.



Date: March 26, 2025

To: Board of Commissioners

From: Margaret Carey, Town Clerk

Re: Town Hall Hours – Clerk's Office

Following up on the Building Department proposal for adjusted hours, I am offering my input on Town Hall/Clerk's Office hours.

It is my opinion that the Clerk's Office hours should mimic the Building Department. My staff and I have already experienced the negative impact of frustrated citizens waiting for the Building Department as they are seated in the lobby. We have been subject to abusive behavior and language. My concern is that if the Building Department is closed on Friday and we are open, we will spend the day answering questions and explaining the "why". It is unfair to set up my team that way.

My proposal for Clerk's Office Hours is as follows:

Monday - Thursday: 10:00am - 4:00pm

Friday: Closed to the public.

**Explanation:** 

### Monday – Thursday: 10:00am – 4:00pm

- Staff will be working in the office and answering phone calls from 8:30am 4:00pm
- The Clerk's Office has been open until 6pm on Mondays and Wednesdays to mimic the Building Department schedule, but receives virtually no traffic or calls after 4:00pm.

### Friday: Closed to the public.

- Staff will be working in the office that day and answering calls from 8:30am 4:00pm.
- Staff will also be available to assist citizens by appointment.

I believe this schedule streamlines operations with the Building Department, while offering our citizens the Town Hall availability they are accustomed to, while keeping staff as safe as possible.

### **ITEM F.6.** No memo. Commissioner Kapper

### **ITEM F.7.** No memo. Commissioner Hoyt

# **ITEM F.8.**

### No memo. Commissioner Hoyt

## **ITEM F.9.** No memo.