



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
WORKSHOP MEETING  
WEDNESDAY, APRIL 30, 2025**

*Immediately following the Special Meeting at 6:00pm*

**AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPEARANCES AND PRESENTATIONS**

**E. OLD BUSINESS**

1. Permit Fines and Fees

**F. NEW BUSINESS**

1. Code Enforcement of Unfit Structures
2. Project Manager Position Discussion
3. Administrative Process Discussion
4. Sewer Repairs

**G. MISCELLANEOUS**

Regular Meeting- Wednesday, May 14, 2025 – 6:00 P.M.

Workshop Meeting- Wednesday, May 28, 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 E.1.**



Town of  
**Redington Shores**  
*Nature's Beach*

Date: April 30, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: Permit Fines and Fees

At the April 8, 2025 Regular Meeting, the proposed Ordinance #2025-01 Amending the Code for Permit Fees and Fines, item was tabled for further discussion. Specifically, Commissioners were interested to know what other towns waived permit fees and the amount they charge for fines.

Rafael Soto and I surveyed 11 BIG-C towns and Pinellas County for the information. The complete survey is attached.

**Permit Fee Summary:**

- 9 of the 12 organizations waived all or some of the fees. Most for a period of 6 months.
- 3 of the towns contract with Pinellas County and had adopted a Resolution with Pinellas County agreeing to waive after-storm permits for 6 months.
- The 3 Redington towns were the only ones who did not waive fees.
  - Total revenue collected from Building Department fees since October, 2024:
    - Redington Shores
      - Building Permit only: \$296, 743.35
      - All fee types combined: \$495,956.90
    - Redington Beach
      - Building Permit only: \$195,083.74
      - All fee types combined: \$308,567.36

**Fines for Working Without a Permit Summary:**

- Similar to the Fee Summary, Pinellas County and all towns that contract with the County charge the same fines.
- Redington Shores and Madeira Beach reported the highest fines.

## Big C Building Department Summary

| Municipality             | Waived Permits                    | Contracted Building Department                          | After the Fact Fees  |
|--------------------------|-----------------------------------|---|--|
| Belleair Beach           | Yes*                              | Yes (Pinellas County)                                   | *Same as Pinellas Co.  |
| Belleair Bluffs          | Yes*                              | Yes (Pinellas County)                                   | *Same as Pinellas Co.  |
| Clearwater               | Yes                               | Mostly in-house but have contracted help                | 3x on first occurrence and 10x on subsequent occurrences   |
| Indian Rocks Beach       | Yes*                              | Yes (Pinellas County)                                   | *Same as Pinellas Co.  |
| Indian Shores            | Yes                               | No  | 2x permit fee  |
| Maderia Beach            | Yes only for storm related damage | Contracted currently - until they can hire a permanent. | stop work order fee is \$100<br>5x on first fee and 10x on subsequent fees within 12 months                      |
| North Redington Beach    | No                                | Yes (Safebuilt)   | 2x permit fee  |
| Pinellas County          | Yes*                              | No  | *Send a 30-day letter first, if no response the fine increases each time they are contacted, \$393, \$386, \$500 |
| Redington Beach          | No                                | Yes (Safebuilt)   | 2x for owners and 4x for contractors   |
| Redington Shores         | No                                | Yes (Safebuilt)   | 5x on first fee and 10x on subsequent fees   |
| St. Pete Beach           | Yes waived at 50% until June      | Yes since the storm                                     | 3x permit fee  |
| Treasure Island          | Have waived some fees             | Yes (Safebuilt)   | 2x first offense, 3x for the second, 5x for future   |
| <b>Total Waived Fees</b> |                                   |   |  |

**\*Signed a RESOLUTION with Pinellas County to waive permit fees for reconstruction work to reconstruct existing structures - within the six-month period following Helene's landfall**



### Plans to make up losses on waived fees

| Municipality    | Plan   |
|-----------------|--|
| Belleair Beach  | No plans to make up loss   |
| Clearwater      | Expecting FEMA Reimbursement                                     |
| Indian Shores   | Expecting FEMA Reimbursement                                     |
| St. Pete Beach  | "Plan to utilize an emergency bridge loan to cover the shortage" |
| Treasure Island | Plan to take at a loss   |

## RESOLUTION 25-\_\_\_\_

### WAIVING FEES AND PERMITS FOR STORM RECONSTRUCTION AND REPAIR

**WHEREAS**, on September 23, 2024, pursuant to applicable state law (including Florida Statutes Section 252.36), the Governor of the State of Florida issued Executive Order 24-208 to declare a state of emergency in certain counties, including Pinellas County (also referred to herein as the “County”), due to a tropical weather system then designated as “Potential Tropical Cyclone Nine” and ultimately designated as “Hurricane Helene” (“**Helene**”); and

**WHEREAS**, on September 24, 2024, pursuant to Florida Statutes Section 252.38(3)(a)5 and Pinellas County Charter Section 2.04(k), the Pinellas County Board of County Commissioners passed Resolution 24-68 declaring a state of emergency within the boundaries of the County due to Helene (as may be extended or expanded from time-to-time, the **Emergency**”); and

**WHEREAS**, as Helene passed west of Pinellas County, the County experienced unprecedented storm surge, measuring 6.31 MHHW at Albert Whitted Airport in St. Petersburg. That storm surge caused significant and widespread damage throughout the County, particularly in low-lying neighborhoods. Initial damage assessment by County staff identified 5948 properties within the unincorporated county and the communities of Belleair Beach, Belleair Bluffs, Belleair Shore, Indian Rocks Beach, Oldsmar, Kenneth City and Safety Harbor (which are served by the Pinellas County Building & Development Review Services) that were affected by Helene, of which 208 were destroyed, 3552 suffered major damage, 1078 suffered minor damage, and 1110 were otherwise affected; and

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214 to declare an additional state of emergency in certain counties, including Pinellas, due to a tropical weather system then designated as “Tropical Storm Milton” and ultimately designated as “Hurricane Milton” (“**Milton**”); and

**WHEREAS**, on October 9, 2024, at 8:30 PM, Milton made landfall south of Tampa Bay as a Category 3 hurricane. Although the County was not impacted by storm surge, the County experienced sustained winds of 83 MPH, with a gust of 101 MPH recorded at the Albert Whitted Airport tower. In addition to those hurricane-force winds, over 18 inches of rain was recorded in the County, with 5 inches of rain falling in a single hour. The combination of wind and rain from Milton caused extensive damage throughout the County, including loss of power to more than 450,000 households in Pinellas County. Initial damage assessment by County staff identified 2623 properties within the unincorporated county and the communities of Belleair Beach, Belleair Bluffs, Belleair Shore, Indian Rocks Beach, Oldsmar, Kenneth City and Safety Harbor (which are served by the Pinellas County Building & Development Review Services) that were affected by Milton, including damage from high winds, rainfall-driven flooding, or both. Of those properties, 50 were destroyed, 582 suffered major damage, 908 suffered minor damage, and 1083 were otherwise affected; and

property in the unincorporated County and the communities of Belleair Beach, Belleair Bluffs (independent of application administrative fees for 'internal costs related to pre-permit applications), Belleair Shore, Indian Rocks Beach, Oldsmar, Kenneth City and Safety Harbor that was damaged, directly or indirectly, by either Storm, subject to the following conditions:

1. This waiver is applicable to permits for work to demolish and repair such damage.
2. This waiver is applicable to permits for work to demolish a "substantially damaged" structure as that term is defined in Section 158-182 of the Pinellas County Code.
3. This waiver is applicable to permits for work to reconstruct, alter, or modify a structure that sustained such damage to elevate that structure or otherwise bring it into compliance with the County's floodplain regulations and the Florida Building Code.
4. This waiver is not applicable to permits for accessory outdoor amenities including, but not limited to a swimming pool, driveway, patios, screen cages and sheds.
5. This waiver is not applicable to permits for new construction.

Commissioner \_\_\_\_\_ offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner \_\_\_\_\_, and upon roll call the vote was:

AYES:

NAYS:

ABSENT AND NOT VOTING:

# **ITEM F.1.**





Town of  
*Redington Shores*  
*Nature's Beach*

Date: April 30, 2025  
To: Board of Commissioners  
From: Rob Peebles, Building Official  
Re: Compliance Letters for Unfit/Unsafe Structures

June 1, 2025 marks the beginning of our 2025 hurricane season and is 8 months post-Milton. To remain consistent with other local communities it is time to begin working on Code Compliance cases where NO PERMITS have been requested for storm mitigation.

Failure to obtain a permit indicates one of two things:

1. Home has been restored without permit or inspection
2. Home not been mitigated

Restoration of the home without permit or inspection poses a risk to the Town and the public. These homes may contain fire hazard due to faulty or damaged electrical wiring or devices. They may also contain molds, mildews, or bacteria on or in the walls, creating a biohazard. Failure to mitigate framing members damaged by termites or replacing damaged members incorrectly may create future structural damage.

Failure to mitigate the storm damage is similar to doing work without a permit. Molds, mildews and bacteria grow quickly in the warmer months. Electric wiring will corrode then arc, creating a fire hazard.

The Building Official has reviewed the full list of homes with no permit application. All homes that are already NFIP compliant have been removed from the list. Homes without living space below the Base Flood Elevation are considered NFIP compliant.

A courtesy letter (example attached) is the first step in beginning the process to make these homes safe. We will send the letters out immediately. On June 1st we will look at all homes that have not responded to the letter.

Homes that have had NO MITIGATION will begin the compliance process as outlined in our Town Code. We will follow each step of the code until compliance is achieved.

Homes that have been restored without permit will be given every opportunity to come into compliance before we begin the aforementioned process.



Town of  
**Redington Shores**  
*Nature's Beach*

May 1, 2025

Dear Resident:

In 2024, Hurricanes Helene and Milton caused damage to virtually every building in our town. Your home sustained damage and to-date there has been no action to make your home safe, secure or sanitary. This is hazardous to you and to our community. You must take necessary steps to begin the remediation of your structure by June 1, 2025.

Failure to bring your home into compliance with Town of Redington Shores building codes (Article III of Chapter 103\*) will result in further steps to deem the property unfit and unsafe. Following that determination, an initial notice of violation (*stating the requirements to secure or repair, and/or an initial notice of condemnation/order to demolish requiring demolition and removal*) will be delivered to the owner of record and other interested parties as set forth in section 103-74.

To avoid these actions, please contact the Town Building Department immediately in person or by phone at 727-397-5538 to begin the process to bring your home into compliance. We want to work with residents to build back our community.

Best regards,

Rob Peebles  
Building Official  
Town of Redington Shores

*\*available to view in its entirety on the Town's website [www.townofredingtonshores.com/town-ordinances/](http://www.townofredingtonshores.com/town-ordinances/)*

## ***ARTICLE III. UNFIT/UNSAFE STRUCTURES<sup>1</sup>***

### **Sec. 103-70. Unfit or unsafe dwellings or structures.**

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

(Ord. No. 2023-08, § 1, 8-9-2023)

### **Sec. 103-71. Notice of violation; notice of condemnation/order to demolish.**

When the building official verifies the existence of a structure which is unfit or unsafe, the building official shall determine the owner of record of the real estate upon which the structure is located and shall provide an initial notice of violation stating the requirements to secure or repair, and/or an initial notice of condemnation/order to demolish requiring demolition and removal to the owner of record and other interested parties as set forth in section 103-74.

(Ord. No. 2023-08, § 1, 8-9-2023)

### **Sec. 103-72. Authority to order demolition, removal, securing, etc.**

- A. If the conditions identified in the notice are not remedied within the time set forth in the notice, the building official shall order the vacation, demolition, removal or securing of any unfit or unsafe structure when any such part, by reason of inadequate maintenance, fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, affording the opportunity of being a nuisance to the public or a haven for vagrants or criminals, acts of God or other causes, shall be dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, a menace to public health, a fire hazard or so unsafe as to endanger life or property or render the use of the public streets dangerous. Notice of the order shall be provided as set forth in section 103-74.
- B. When a structure is required to be secured, open windows and doors shall be secured with exterior plywood and suitably coated with an appropriate neutral color blending with or harmonizing with the exterior colors of the building so as to be as inconspicuous as possible. When securing with exterior plywood is not possible because existing structural damage or design features will not support a sound, secure application of plywood or for any other reason, the building official shall order securing against access and shall specify the industrial standard method and materials to be installed. Manmade bodies of water must be secured in a manner so as to eliminate any drowning or infection hazard, or must be filled completely with clean fill dirt or sand and adequate drainage provided so that water is not retained, does not accumulate and does not pond.

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<sup>1</sup>Editor's note(s)—Ord. No. 2023-08, § 1, adopted August 9, 2023, set out provisions intended for use as art. III, §§ 103-40—103-54. To avoid the duplication of section numbers and at the editor's discretion, these provisions have been included as art. III, §§ 103-70—103-84.

# **ITEM F.2.**



Town of  
*Redington Shores*  
*Nature's Beach*

Date: April 30, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: Project Manager Position Discussion

Mayor Kapper requested this item for discussion.

# **ITEM F.3.**





Town of  
*Redington Shores*  
*Nature's Beach*

Date: April 30, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: Administrative Process During Interim Period

With the vacancy of the Administrator position, I would like clarification about my role.

# **ITEM F.4.**



Town of  
**Redington Shores**  
*Nature's Beach*

Date: April 30, 2025  
To: Board of Commissioners  
From: Mike Pafumi, Public Works Supervisor and Margaret Carey, Town Clerk  
Re: Sewer Repairs

With the vacancy of the Administrator position, we would like to clarify the approval process for emergency sewer repairs and long-term sewer repairs.

We would also like to bring to your attention a number of current sewer issues that must be addressed as soon as possible.

| ADDRESS                              | ISSUE  | COST<br>ESTIMATE | NOTES  |
|--------------------------------------|--|------------------|--|
| 230 176 <sup>th</sup> Terr Dr E      | Double Wye Install –<br>Original Wye is broken | \$6,395.00       | The break was discovered<br>during demo prep |
| 17721 Long Point Dr                  | Crushed Storm Drain<br>on Town-installed pipe  | \$35,250.00      | Ongoing flooding for 1 resident<br>driveway  |
| Southbound Gulf<br>Blvd (near 18304) | Sunken manhole                                 | TBD              |  |



**GUSC**  
21 Lamour Ln.  
Palm Coast, FL 32137  
• Phone: (386) 283- 7556 • Email: Mark@guscfl.com

# PROPOSAL

Submitted To: **Town Of Redington Shores**  
17425 Gulf Blvd.  
Redington Shores, FL 33708

Attn: Mr. Pafumi

Date: **April 14, 2025**

Phone:

Fax:

Cell#: **727-423-4256**

email: [Maintenance@redshoresfl.com](mailto:Maintenance@redshoresfl.com)

Project: **Storm Repair and replacement 17721 Long Point Drive**

Payment terms: **1) Progress Payments due within 15 days of invoice. No Retainage withheld**  
**Make Checks payable to GUSC.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Florida law will govern the construction and performance of this agreement. Venue is Flagler County, Florida. Should litigation be required to collect

Authorized Signature:

**X**

*Mark S. Gulyas*

Mark S. Gulyas

Note: This proposal may be withdrawn if not accepted within 90 days.

We hereby submit prices to furnish and install the following items:

| Item   | Description  | QTY | UNIT | PRICE        | TOTAL       |
|--|--|-----|------|--------------|-------------|
| <b>17721 Long Point Drive</b>  |  |     |      |              |             |
| 1  | <u>Mobilization</u>  | 1   | LS   | \$ 3,500.00  | \$3,500.00  |
| 2  | <u>Furnish equipment, material and personnel to facilitate exposure of 8" to 6" Storm system with collapsed segment and broken sprinkler system eroding and discharging into pipe under residential driveway. Relay entire run approximately 56LF of new pipe upgraded to double wall HDPE with no transitions. Tie into existing driveway drainage. Core drilling to existing downstream catch basin to accommodate new elevation of tie in if and as needed. Plug and mud old tie in core. Import of 57 stone bedding. Upon completion, backfill and compaction in lifts as needed. All trench safety protocol and equipment utilized during facilitation of repair as needed and based on OSHA standards.</u> | 1   | LS   | \$ 28,950.00 | \$28,950.00 |
| 3  | <u>Sod/Vegetation removal and or replacement.</u>  | 1   | LS   | \$ 850.00    | \$850.00    |
| 4  | <u>Paver driveway removal and reinstallation post relay.</u>   | 1   | LS   | \$ 1,950.00  | \$1,950.00  |
| Group Subtotal   |  |     |      |              | \$35,250.00 |
| <b>230 176th Terr E.</b>   |  |     |      |              |             |
| 1  | <u>Double Wye Installation: Installation of new Sanitary double wye so to repair and tie in sanitary sewer to existing home and cap off home set for demolition. Backfill compaction</u>   | 1   | LS   | \$ 2,895.00  | \$2,895.00  |
| 2  | <u>Asphalt Restoration: Saw cut existing asphalt in area of repair, removal and disposal of compromised roadway and uncompactable fill. Replacement of road base and compaction to obtain acceptable sub base for paving. Asphalt relay to existing road thickness. Density Testing or Milling and Paving is not anticipated or quoted. If needed, customer to notify contractor prior to scheduled stat date.</u>   | 1   | LS   | \$ 3,500.00  | \$3,500.00  |
| Group Subtotal   |  |     |      |              | \$6,395.00  |
| <b>Note:</b> <u>Due to unknown conflicts which may be present subsurface, additional work and or change of scope may be required to properly facilitate work proposed. All changes or findings shall be communicated with customer and approved prior to moving forward with project and price adjustments made if necessary.</u>  |  |     |      |              |             |
| <b>PERMITS and/or FEES ARE NOT ANTICIPATED OR INCLUDED. Owner to pull permits if necessary. If during the facilitation of work, GUSC finds unknown, changed or worsened conditions modifications may be needed and could require an addendum to this proposal and or final invoicing. Damage Limitations: Under no circumstances will GUSC be responsible for indirect, incidental or consequential damages. GUSC also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Pre-existing Conditions: GUSC will not be responsible for liability, loss or expense (including damage caused by the backup of sewers where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of GUSC's work.</b> |  |     |      |              |             |
| Sub Total:   |  |     |      |              | \$41,645.00 |
| Total:   |  |     |      |              | \$41,645.00 |

#### Terms & Conditions:

- 1) Unit price proposal.
- 2) If needed water meter provided at site by others if needed.
- 3) Owner to provide access to site and pump station access or control/coordination for shut downs.
- 4) Flow Control is limited to plugging. If bypass is found to be needed, changes to this proposal in the form of additional costs will be required.
- 5) If there is existing unknown pipe conditions that may cause equipment to become stuck, additional repairs to be performed or a change of scope to the original proposed work be considered and executed GUSC or its Subs will not be held liable for additional labor and cost and has the right to request an addendum to the quoted cost.
- 6) If in sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method's of repair, we reserve the right to terminate work in that section without prejudice against any other structures or pipelines which may be completed for reasons such as but not limited to: irregular pipe shapes, collapse pipe sections, protruding taps, severe offset joints, severe mineral deposits, other obstructions, access restraints or crawl equipment limitations.
- 7) Upon request of TV survey one copy of -TV USB/DVD showing the finished product will be provided with the pay request.
- 8) Work must be given to GUSC in adequate time to allow for completion by our forces. GUSC will not be liable for liquidated damages or subject to any other penalties for work issued without adequate time to complete. Upon work issued to GUSC, we will return a schedule to the prime contractor for installation.
- 9) If customer fails to submit progress payment in a timely fashion as outlined in the bid document, or has received payment from owner and not paid GUSC within 10 days, late fees will apply, 1.5% monthly or 18% annually for the past due invoice(s). We reserve the right to suspend the work for non payment for work performed. GUSC will not be held responsible for liquidated damages that may result from termination or suspension of work due to non-payment of outstanding invoices between GUSC and prime contractor. Any and all expenses incurred by GUSC to collect payment for completed and approved work will be charged to customer. Any disputes relating to this proposed contract or means of collection will be resolved in Florida courts under Florida and both parties agree to the jurisdiction of Florida courts.

Acceptance of Proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: **X**

Date of Acceptance:

Any transmission of documents pertaining to this project through the use of a facsimile machine now or in the future is hereby permissible. Original copy to GUSC. Sub contracts must include this proposal as terms of our agreement.