

#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES SPECIAL MEETING TUESDAY, APRIL 8, 2025 - 6:00 P.M. AGENDA

- A. CALL TO ORDER
- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. APPEARANCES AND PRESENTATIONS
- **E. OLD BUSINESS**
- F. NEW BUSINESS
  - 1. Town Administrator Contract
  - 2. Selection of New Mayor

#### 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.

From: Robert Eschenfelder
To: Town Administrator
Cc: Town Clerk; Mayor
Subject: separation agreement

**Date:** Thursday, April 3, 2025 1:44:37 PM

Attachments: <u>image001.pnc</u>

Voluntary Separation and Resolution Agreement McGlothlin.pdf

#### Administrator McGlothlin,

As we have discussed, in conversations with you and with the Mayor, both of you have agreed to the terms of a voluntary separation agreement wherein your last day of employment with the Town would be April 13<sup>th</sup>, you would receive a payment equivalent to twenty weeks of pay (which amount is reflected in the attached), and which would not have your record reflecting a termination which would assist you in seeking future professional opportunities.

While I believe you've already had the opportunity to review the terms, if you have any questions let me know. Otherwise, I would recommend placing this document on the agenda as a supplemental item so that Commissioners would have the opportunity to review it prior to the April 8<sup>th</sup> meeting.

As you know, since the Commission did not direct or authorize negotiations with you on its collective behalf, you and the Mayor understand that a majority of the Commission must support the measure (since the Mayor has no authority to unilaterally accept the terms). However, as we discussed, while the Mayor does not support "terminating" you, she does support the terms set forth in the attached agreement and you and she may present your respective positions at the meeting and ask for the support of the Commission to adopt the agreement.

Thank you again for your professionalism in discussing this difficult topic with me and willingness to arrive at terms which the Mayor is able to support.

Regards,

Robert M. Eschenfelder, Esquire Board Certified in City, County and Local Government Law Rob@cityattornevs.legal

TRASK DAIGNEAULT, LLP Harbor Oaks Professional Center 1001 South Fort Harrison Avenue, Suite 201 Clearwater, FL 33756 (727) 733-0494 Phone (727) 733-2991 Fax



#### SEPARATION AGREEMENT AND WAIVER

A Contractual Agreement Providing for a Non-Controverted Separation from Employment from, and Waiver of Claims Against the Town of Redington Shores in settlement of all employment disputes, and Providing for Specified Consideration to be Provided in Conjunction with such Separation and Waiver.

#### I. Intent

It is the intent of the two Parties executing this contractual Agreement to reach accord on provisions to be herein specified for the purpose of providing for a non-controverted separation from Town of Redington Shores (Town) employment on the part of **Michael McGlothlin**, (hereinafter "Employee") with such separation to be effective as of the close of business **Sunday**, **April 13**<sup>th</sup> **2025** (the Effective Date).

#### II. Specified Consideration to be Provided to Employee

- (a) Employee shall receive full payment of accrued annual leave and portions of such other accrued leave in the amounts and within the limits provided for in the Redington Shores Personnel Policies (or any relevant employment contract) for an employee who voluntary separates from Town employment.
- (b) As additional consideration for this Agreement, and in particular the granting by the Employee of the waiver contained herein, the Town Commission hereby approves a higher level of severance than provided for in the foregoing paragraph (a), which will provide the Employee with an additional lump sum severance payment of \$50,884.62, which represents twenty weeks of compensation at Employee's current annual salary.
- (c) It is agreed that the standard separation payout provided for in Paragraph (a) above will be paid as soon after the effective date of Employee's final day of employment as the Town's payroll processor is able to process the final payment request.
- (d) It is agreed that the additional separation pay provided for in paragraph (b) above will be paid not less than seven (7) days nor more than twenty (20) days from the date that the Employee executes this Agreement, and that it will be processed through the Town's payroll process, with all applicable payroll taxes withheld.
- (e) To the extent allowed in the Town's Health Plan terms, Employee will remain eligible for healthcare coverage through the end of the month of April for Employee and any currently-covered dependents until Employee becomes eligible for coverage through another employer. Employee understands any continued coverage is subject to timely payment of all standard employee contributions/premiums, as are currently established by the Town's Health Plan as amended from time to time, and that all other Health Plan terms and conditions will continue to apply during this period. After coverage ends, Employee may elect to utilize COBRA benefits.

#### III. Waiver of Claims or Damages Suits Arising from Employment Relationship or Separation Therefrom

(a) In consideration of the Town's grant of the additional severance benefits provided for in paragraph II(b) above, the Employee does hereby specifically release the Town, and its current and former officers, employees, attorneys and agents (in their official and individual capacities), to the fullest extent allowed by law, from any and all claims whatsoever, at law or in equity, related to either Employee's employment with the Town or Employee's separation from the Town, including but not limited to any administrative claims or suits under the Americans with Disability Act; the Florida Civil Rights Act; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1871, as amended and including 42 U.S.C. Sections 1981, 1983, or 1985; the Fair Labor Standards Act, the Equal Pay Act, the Age Discrimination in Employment Act; the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act of 2008, the Occupational Safety and Health act; the Florida Worker Compensation Act (including retaliation claims but excepting only medical treatment claims for injuries reported as of Employee's last date of employment, unless such injuries are rejected for coverage under the law); and Florida Statutes § 112.2187 and Chapters 110, 447 and 448. Employee further releases the Town from actions founded on public policy, tort, other common law, and contract law and from actions regarding any and all assertions of rights for termination "for cause only" including but not limited to rights that may exist in law, contract, equity or ordinance.

- (b) Employee further waives and releases any right to become, and agrees not to consent to become, a member of any class in a case in which claims are asserted against Town that are related in any way to Employee's employment or the termination of Employee's employment with the Town. If, without Employee's prior consent, Employee is made a member of a class in proceeding, Employee agrees to opt out of the class at the first opportunity.
- (c) The Parties agree that this Agreement has no impact upon, and does not release, any right or benefit under the Town's separately-administered retirement system. The Parties further agree that this Agreement does not waive any right Employee may have to the Town's payment, less Employee deductibles, for any health insurance claims not contested by the Town as of the Effective Date of this Agreement.
- (d) In agreeing to execute this Agreement and Waiver, the Employee acknowledges that the Employee:
  - 1) is receiving something of value beyond those benefits with the Town would otherwise be required to provide upon voluntary separation from employment,
  - 2) is advised by this writing that Employee has the right to, may wish to, and has had the opportunity to consult with an attorney prior to executing this Agreement and Waiver,
  - 3) understands that this Agreement and Waiver is not applicable to any claim arising after the date it is executed by Town,
  - 4) has twenty one (21) days to consider this Agreement and Waiver, and is allowed seven (7) days after signing this agreement and waiver to revoke it by: 1) delivering to the Town Attorney a written and signed revocation and, 2) tendering back the monetary consideration paid by the Town for the waiver granted in this Agreement (as provided for in Paragraph II(b) above); and with the understanding that such a revocation would make all provisions of the Agreement null and void, and with the understanding that under the "tender-back doctrine", no judicial or administrative action related to either Employee's employment with or separation from Town may be maintained by Employee subsequent to a revocation unless and until Employee tenders back all consideration paid by the Town for the waiver granted in this Agreement, and
  - 5) believes the execution of this Agreement to be Employee's own best interest.

#### **IV.** Return of Property

Employee agrees that all Town property must be returned to the Town Clerk before Employee is eligible to receive the excess cash payment consideration set forth above. By executing this Agreement, Employee represents that all Town property in Employee's possession, custody or control (including without limitation equipment, credit cards, keys, tools, computers, phones, paper and electronic files (stored on local media or "cloud-based" locations), user IDs and passwords), has been returned to the Town's possession or control.

#### V. Costs; Attorney Fees; Waiver of Jury Trial

The Parties agree that in any judicial or administrative action or proceeding relating to this Agreement's enforcement or interpretation, each Party shall bear its own costs of litigation (including services of professional experts) and attorney fees regardless of the outcome of such action or proceeding. The Parties further agree that in any such judicial or administrative action, to the extent either may have the right to jury trial, such right is hereby waived and may not be invoked by either Party.

#### VI. Reliance

The Town acknowledges that Employee is entering into this Agreement in reliance upon the promises of the Town and understandings of the Parties, both as contained herein, and that in the absence of such promises and understandings, Employee would not enter into his Agreement. Employee acknowledges that the Town is entering into this Agreement in reliance upon the promises of Employee contained herein, and that in the absence of such promises the Town would not enter into this Agreement.

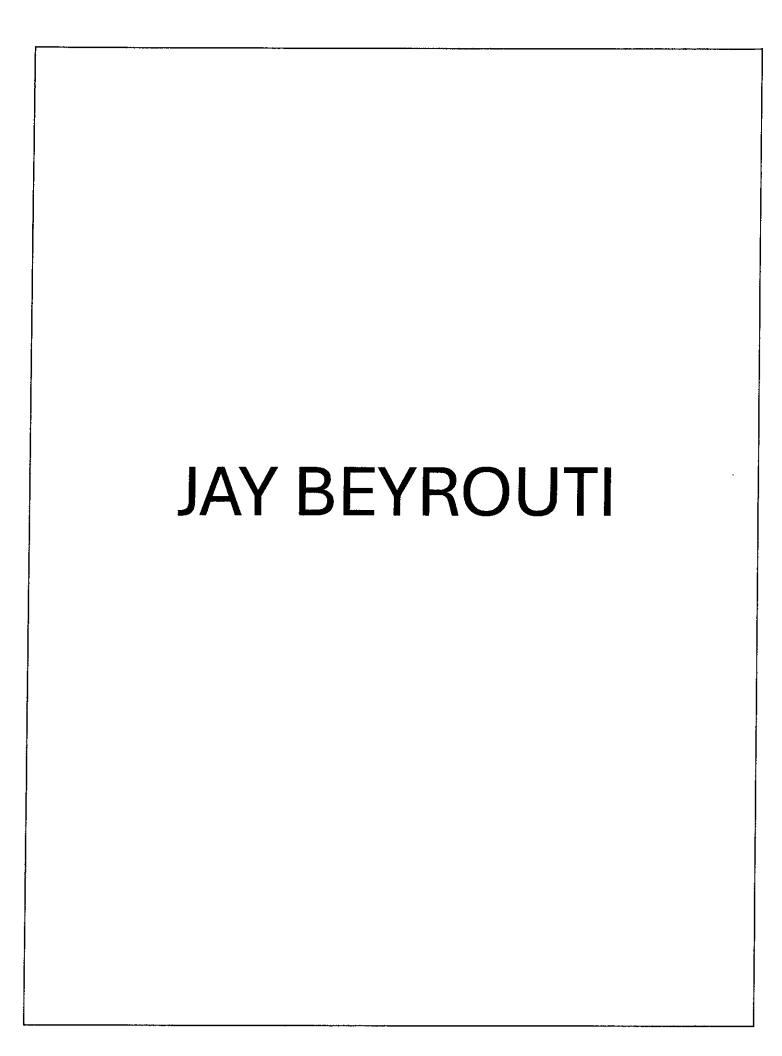
#### VII. Full Agreement; Severability; Effective Date

Both Parties acknowledge and affirm that this constitutes the full and complete agreement entered into with respect to the separation of Employee from Town employment. Both Parties further agree that should any one provision or part thereof of this Agreement be found to be invalid, such finding shall not impair the remainder of the Agreement, unless such provision is found to be material to this Agreement. This Agreement shall become effective on the Effective Date notwithstanding the date(s) of actual execution by either Party.

On Behalf of the Town	Employee	
Lisa Hendrickson, Town Mayor	Michael McGlothlin	

## ITEM F.2.

# APPLICATIONS RECEIVED FOR MAYOR



#### **Town Clerk**

From:

JAY BEYROUTI < jbeyrouti@msn.com>

Sent:

Friday, March 21, 2025 6:38 PM

To:

Town Clerk

Subject:

Applying for the vacated town Mayor position

#### Dear Mayor and town commissioners

My name is Jay { JJ } Beyrouti I am a resident of the Town of Redington Shores for over. 40 years. Home address 191 175th Terrace Dr. East Redington Shores FL 33708

I would like to apply for the mayor position that was vacated due to Mayor Hendricks resignation.

Resume,

#### I served as:

Mayor of Redington Shores for over a decade got elected several consecutive time.

Pinellas county Commissioner

President of the Big C

President and reformed Pinellas County Mayors Council.

State of Florida Mayors Council.

Board of director Pinellas County Tourist Council

Board of director Pinellas County Economic development Council.

Commissioner Pinellas county Housing Authority.

Board of director Enterprise Florida.

Board of director Space Florida and Space of Florida Chairman of the investment committee.

Chairman Florida league of cities international relations committee.

Accomplishment during my terms as Mayor.

Renovation of Town hall sewer System and man halls.

Develop Del Delbello Park.

Build new town hall.

Underground all utilities in town.

Major storm water project.

Repaving all town street.

Beach renourihment.

Defeated relocating the coastal construction line to the middle of Gulf Blvd by representing all 24 municipalities and Pinellas County.

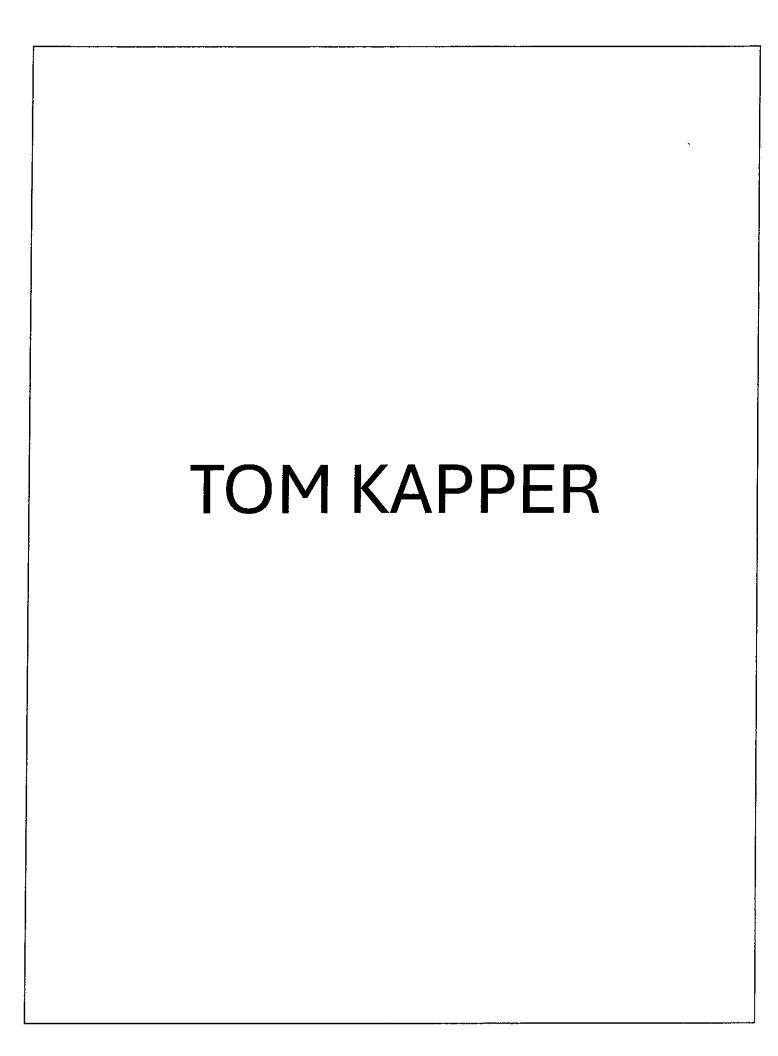
Secure funding for gulf Blvd beautification and utilities underground.

Secure the money from the county to build Eddington fire department.

Secure renbursment from the county for sewer overcharge.

Your supportwill be greatly appreciated.

Respectfully.



#### **Tom Kapper**

17404 1st Street, East, Redington Shores, FL 33708 727-458-3306 thomas.w.kapper@gmail.com

March 18, 2025

Dear Members of the Redington Shores Commission:

I am writing to express my interest in serving as Mayor of the Redington Shores Commission. As a long-time resident and current Commissioner, I am eager to contribute my skills, experience, and passion for public service to the residents of Redington Shores.

I am available at your earliest convenience for an interview to discuss how my skills and leadership experiences align with the goals and priorities of the Commission. I am confident that my dedication to community service, coupled with my professional background, positions me as a valuable candidate for this role.

Thank you for your consideration. I look forward to having the opportunity to contribute to the continued success of Redington Shores.

Sincerely,

Tom Kapper

### JUSTIN PEACE

Justin John Peace 112 176th Ter W, Redington Shores, FL 33708 Justin@727staging.com 407-951-2346 03/26/2025

Members of the Redington Shores Town Council Redington Shores Town Hall 17425 Gulf Blvd, Redington Shores, FL 33708

Dear Members of the Town Council,

I hope this letter finds you well. It is with great enthusiasm and a deep sense of responsibility that I submit my letter of consideration for the position of Mayor of Redington Shores, Florida.

As a proud resident of our wonderful town, I have always been impressed by the vibrant sense of community, the beauty of our surroundings, and the resilience of our people. My commitment to the future of Redington Shores has motivated me to take this step and offer my vision and leadership to our town.

I am committed to preserving the unique charm of Redington Shores while also ensuring it evolves in a way that meets the needs and expectations of future generations. This balance is essential, and I will work tirelessly to foster growth and sustainability while maintaining the small-town feel that makes Redington Shores special.

Some of the key areas I intend to focus on as Mayor include: **Enhancing public safety:** I will work closely with law enforcement and first responders to ensure Redington Shores remains a safe place for all residents.

**Preserving the environment:** As a coastal community, I am dedicated to safeguarding our natural resources, addressing climate change impacts, and promoting eco-friendly initiatives.

**Supporting local businesses:** I will create a climate conducive to business growth while ensuring that our local entrepreneurs have the resources and support they need to succeed.

**Strengthening community engagement:** I will strive to improve communication between the town's leadership and residents, ensuring that everyone has a voice in the decision-making process.

I am excited about the opportunity to work alongside the Town Council, town staff, and all residents to continue making Redington Shores a great place to live, work, and visit. If chosen, I pledge to serve with integrity, transparency, and a steadfast dedication to the well-being of our community.

Thank you for your time and consideration. I look forward to the possibility of working together to make Redington Shores an even better place for all of us.

Sincerely, Justin John Peace

#### Justin Peace

#### 407-951-2346 justin@727staging.com 112 176th Ter W, Redington Shores, FL, 33708

#### Profile

I am leader within the production community in all aspects of production. From Design, to implementation of plans to create large scale events for the general public as well as the private sector.

#### Experience

#### UNIVERSAL STUDIOS, ORLANDO, FL, 2012-2017

- Halloween Horror Nights Tech 2 install / M.E
- Projects- Mardi Gras ADL lighting, concert stage hand, Grad bash ADL lighting.
- (Large events, Alicia Keys, Bon Jovi, Journey)
- Events- LCM staging, Events lighting, Lighting Design Hog3, Events audio setup/strike.
- Operating highly technical shows such as Beetlejuice Graveyard Revue.
- Certified High reach, and fork lift operator (USA)
- Citywalk- Groove lighting, Latin Quarter audio/AV (nightclubs)
- Lighting Programming- HES Hog 3 & 4, Grand MA2

#### ORLANDO SPECIAL EFFECTS, ORLANDO, FL - 2011-2014

- Designed, prepped, and fired 1.4G firework shows
- Designed and manufactured special effects fire and explosion simulators for military training
- Manufactured special effects equipment (Flame jets, confetti cannons, co2 systems)
- Installed Co2, steam, and fire effects in "The Mummy Returns) roller coaster (Universal Singapore)
- Flame, fog, co2 and Bullet hit effects for film and theatre

#### SITEK PRODUCTIONS INC, NORTH REDINGTON BEACH, FL - 2014-2024

#### President, Lighting Designer, Programmer, Technical Director

Mcdonalds SXSW Concert Stage LD, Exxon Mobile GS LD, 3M Grainer Booth LD, Tremaine National Dance Tour LD, Hilton World Wide LD, American Cancer Society 100 year Celebration LD, MegaCon Panel / Cosmos / Concert LD, Academy of arts and sciences Television hall of fame Awards LD, BMI music awards LD, Oscar De La Renta Fashion Show LD, Genetech NSM LD, Horizon Pharma LD. (Contractor for Freeman AV Orlando)

#### TAMPA PRODUCTION MANAGEMENT LLC, REDINGTON SHORES, FL, 2024-CURRENT

#### President, Technical Director, Lighting Designer

Stryker NSM TD, Jostens MBD TD, Saturday Night Live 50th Anniversary TD, Oscars 2025 TD, Amazon Web Services TD, Amazon Global LD, Republican national convention LD.

#### Education

Valencia College: Entertainment Stage Technology AS

Harvard business school online: CoRE program