



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING  
WEDNESDAY, JUNE 11, 2025 - 6:00 P.M.**

**AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. CONSENT AGENDA**

1. **MINUTES** – Approval of: Regular Meeting – May 14, 2025, Budget Workshop – May 28, 2025, and Workshop – May 28, 2025

**E. APPEARANCES AND PRESENTATIONS**

1. Recognition of Chief Swann's Retirement
2. Chief Clint Belk, Madeira Beach Fire Rescue Update
3. Chief Bill Schobel, Seminole Fire Rescue Update
4. Chief Rick Swan, Indian Shores PD Update
5. Rob Peebles, Building Department Update

**F. OLD BUSINESS**

1. ORD 2025-01 Amending the Code Regarding Permit Fees – 2<sup>nd</sup> Reading
2. Town Administrator Position
3. Building Department Management Discussion
4. Tidal Basin Contract 90-Day Renewal

**G. NEW BUSINESS**

1. RES 02-2025 Public Entity Resolution with Valley Bank – Updating Authorized Signers
2. ORD 2025-02 Amending the Curfew Ordinance – 1<sup>st</sup> Reading
3. Sewer Projects Advisor – Resident Volunteer

**H. COMMISSION REPORTS**

1. Commissioner Harr – District 1
2. Commissioner Hoyt – District 2
3. Commissioner Maynard – District 4
4. Vice Mayor Commissioner Schoos – District 3
5. Mayor Kapper
6. Town Attorney
7. Public Works Department
8. Town Administrator

**I. MISCELLANEOUS**

Special Meeting, Budget Workshop **and** Regular Workshop – Wednesday, June 25, 2025 – 6:00 P.M.  
Regular Meeting – Wednesday, July 9, 2025 – 6:00 P.M.

**J. PUBLIC COMMENT** (*Items not previously discussed on this agenda. Limited to 3 minutes.*)

**K. ADJOURNMENT**

Pursuant to Florida Statutes § 286.0105, if any person or entity decides to appeal any decision made on any matter considered at any meeting or hearing of any Redington Shores Board or Commission, he, she or it will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the legal arguments, testimony, and evidence upon which the appeal is to be based.

# **ITEM D.1.**



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING  
WEDNESDAY, MAY 14, 2025  
MINUTES**

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

**Members Present:** Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner Douglas Harr, Commissioner CJ Hoyt, Commissioner Larry Maynard

**Members Absent:** None.

**Other Municipal Officials Present:** Interim Town Administrator/Town Clerk Margaret Carey, Deputy Clerk Melissa Fultz, Town Attorney Rob Eschenfelder, Building Official Rob Peebles, Public Works Supervisor Mike Pafumi, Chief of Police Rick Swann (ISPD), Chief Bill Schobel (Seminole Fire Rescue), Deputy Chief John Martellite (Madeira Beach Fire Rescue).

**1. ROLL CALL BY THE TOWN CLERK**

**2. CONSENT AGENDA**

- a. **MINUTES** – Vice Mayor Schoos made a motion to approve of April 30, 2025, Special Meeting and Workshop meeting minutes. Commissioner Maynard seconded, all approved.

**3. APPEARANCES AND PRESENTATIONS**

- a. **Deputy Chief John Martellite, Madeira Beach Fire Rescue Update** – The Redington Station subcontractors are in the process of being chosen, with a groundbreaking tentatively scheduled for early June 2025. The Legends Never Die 5K Race was April 13, 2025, and raised \$18,000 that will be donated to The Franciscan Center on May 29, 2025, at 10:00 am, the event is open to the public. Madeira Beach will hold a Hurricane Expo on Saturday, May 31, 2025, from 10:00 am to 1:00 pm at Madeira Beach City Hall, all are welcome.
- b. **Chief Bill Schobel, Seminole Fire Rescue Update** – Seminole Fire Rescue had 18 fire calls in the month of April, with 20 EMS calls, and one motor vehicle accident. He reported there was a fire in St. Pete Beach on May 13, 2025, that was contained.
- c. **Chief Rick Swann, Indian Shores Police Department Update** – Hurricane and flood insurance workshops were held in partnership with the towns of Redington Shores and Indian Shores. Discussion for debris contractors and emergency services building donations were reviewed. Repairs for the emergency evacuation sirens were underway. A final budget for consideration of a cost-of-living increase of 5% was requested.

Vice Mayor Schoos made a motion to adopt the 5% cost-of-living increase. Commissioner Maynard seconded. All were in favor. The motion passed.

**PUBLIC COMMENT**

Jack Tanenbaum	He thanked Chief Swann and ISPD for their response to hurricanes Helene and Milton.
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- d. **Rob Peebles, Building Department Update** – Building Official Mr. Peebles updated as to the current number of appeals and permits received, and he indicated 83% completion of renovation permits at this time. He stated 1,593 permit applications have been processed since October 1, 2024, equaling a 92% issuance rate.

Mr. Peebles stated that staff have done an amazing job ensuring permits are being processed timely.

#### 4. OLD BUSINESS

##### a. UNFIT STRUCTURES

Administrator Carey noted that the Commissioners had approved letters for unfit structures to proceed to be mailed to residents at the April 30, 2025, workshop meeting. Commissioner Hoyt requested to speak to the needs of residents, reviewing the Elevate Florida program. She asked Building Official Peebles to clarify the intent of the letter. Mr. Peebles spoke about the process for required permits and safety. Mr. Peebles stated other barrier island communities were also addressing unfit structures. He believes known hazards need to be mitigated to reduce risks and make homes safe, sanitary, and secure.

Mayor Kapper and Vice Mayor Schoos were concerned with the safety of unfit structures.

Commissioner Hoyt also reviewed community development block grants through Pinellas County.

Attorney Eschenfelder stated Mr. Peebles has the legal authority to send letters.

Commissioner Maynard was concerned with the timeframe of responding to the letter.

Commissioner Harr agreed with the need for a time extension.

##### PUBLIC COMMENT

Jennie Blackburn	She agreed with the content of the letter and believed it was clear.
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#### 5. NEW BUSINESS

##### a. SAFE BUILT CONTRACT

Administrator Carey reviewed the current SafeBuilt contract and the proposed new contract. Vice Mayor Schoos made a motion to review the contract at a workshop at the end of June.

Commissioner Hoyt and Commissioner Harr agreed that a workshop later in June was necessary prior to deciding.

Attorney Eschenfelder concurred further discussions would need to be tabled for a workshop.

##### PUBLIC COMMENT

Jennie Blackburn	She clarified the need for a workshop.
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**b. TIDAL BASIN CONTRACT RATIFICATION**

Administrator Carey presented the agreement for emergency services with Tidal Basin. Former Administrator McGlothlin signed the contract, but it needs to be ratified by the Commission. Vice Mayor Schoos asked Mr. Peebles to elaborate on the current contract's needs to which he clarified.

A motion was made by Vice Mayor Schoos to ratify the Tidal Basin contract; Commissioner Maynard seconded the motion. All were in favor and the motion passed.

The floor was opened to the public and no further comments ensued.

**c. ORD 2025-01 AMENDING THE CODE REGARDING PERMIT FEES – 1<sup>ST</sup> READING**

Attorney Eschenfelder read the first reading of the ordinance. Commissioner Maynard made a motion to amend the code for permit fees. Vice Mayor Schoos seconded the motion. All were in favor. The motion passed.

**PUBLIC COMMENT**

Don Wallerab	He spoke about his experience with permit fees.
Jack Tanenbaum	He described fees incurred for work without permitting.
Christine Cook	She inquired about permitting fees.

**d. RES 01-2025 ADOPTION OF THE LMS 5-YEAR PLAN**

Attorney Eschenfelder read the resolution and Administrator Carey clarified the formal adoption. Commissioner Hoyt made a motion to adopt the LMS five-year plan. She thanked Administrator Carey and her staff for their efforts to maintain LMS compliance. Commissioner Harr seconded the motion. All were in favor.

The floor was opened to the public and no further comments ensued.

**e. INTERLOCAL AGREEMENT WITH PINELLAS COUNTY FOR MULTIMODAL IMPACT FEE COORDINATION**

Administrator Carey presented the agreement. She noted that Attorney Eschenfelder reviewed the agreement and had no concerns. Vice Mayor Schoos made a motion to adopt the interlocal agreement; Commissioner Maynard seconded the motion. All were in favor and the motion passed.

The floor was opened to the public and no further comments ensued.

**f. INTERIM TOWN ADMINISTRATOR COMPENSATION**

Administrator Carey itemized her duties and roles serving as the Interim Town Administrator. She noted her diligence and commitment to serving the role, and discussion ensued. A motion was made by Commissioner Maynard for the salary of \$127,000.00 and was seconded by Commissioner Harr. All were in favor.

**PUBLIC COMMENT**

Jenny Blackburn	She believed Clerk Carey should receive \$137,000.00 in
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	compensation as the Interim Administrator.
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**g. LIBRARY BOARD ALTERNATE**

Administrator Carey read the agreement for an alternate library board member. Vice Mayor Schoos described the role and her experience with it. She made the motion to appoint Marie Palena as library board alternate. Commissioner Hoyt seconded the motion. All were in favor.

**PUBLIC COMMENT**

Marie Palena	She volunteered to serve as the library board alternate.
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**6. COMMISSION REPORTS**

- a. **COMMISSIONER HARR** – He will be attending FDEM training.
- b. **COMMISSIONER HOYT** – She noted the hardships of her constituents after Hurricanes Helene and Milton. Additionally, she thanked Administrator Carey for her role in supporting the Town.
- c. **COMMISSIONER MAYNARD** – Special thank you to the volunteers for the building department.
- d. **VICE MAYOR SCHOOS** – She attended the ribbon cutting event for the Gulf Beaches Library. She also attended the Indian Shores Hurricane Expo. She noted holes on the beach are becoming prevalent hazards to residents and wildlife.
- e. **MAYOR KAPPER** – He receives multiple calls daily regarding the building department.
- f. **PUBLIC WORKS** – Mr. Pafumi provided the Public Works updates and thanked Administrator Carey for her outstanding job as Interim Town Administrator.
- g. **TOWN ADMINISTRATOR** – Administrator Carey thanked the Town staff for their outstanding support.

**PUBLIC COMMENT**

Gail Conroy	She believes visitors are drawn to natural environment.
Marie Jantchek	She inquired about variance and magistrate hearing

**7. MISCELLANEOUS**

Workshop Meeting – Wednesday, May 28, 2025 – 6:00 P.M.

Regular Meeting – Wednesday, June 11, 2025 – 6:00 P.M.

**8. ADJOURNMENT**

There being no further business before the Board, the meeting adjourned at 8:12 p.m.

Respectfully submitted,

\_\_\_\_\_  
Margaret Carey  
Town Clerk

\_\_\_\_\_  
Date Approved by Board of Commissioners



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
BUDGET WORKSHOP MEETING  
WEDNESDAY, MAY 28, 2025 - 6:00 P.M.  
MINUTES**

A **Budget Workshop Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:00 pm.

**Members Present:** Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner Douglas Harr, Commissioner CJ Hoyt, and Commissioner Lary Maynard

**Other Municipal Officials Present:** Margaret Carey, Interim Town Administrator/Town Clerk; Melissa Fultz, Deputy Clerk; Robert Eschenfelder, Town Attorney

**1. ROLL CALL BY TOWN ADMINISTRATOR/TOWN CLERK**

**2. APPEARANCES AND PRESENTATIONS – None**

**3. OLD BUSINESS – None**

**4. NEW BUSINESS**

**A. Budget & Goal Setting Discussion FY25/26**

Administrator Carey explained that the policy goals and objectives for FY25/26 were largely going to remain the same as the previous fiscal year. Items 1. A. and 1.B. remain the same. She reviewed FY24/25 updates.

1.C. Beach Access Points - completed consolidated signage, new benches, and garbage cans. Commissioner Harr asked for a list of Access Point action items to be completed. Administrator Carey informed FEMA conducted a site inspection on May 27, 2025 to assess hurricane damage, and a list of action items would be provided with inventory from Public Works. Commissioner Hoyt noted the Parks and Recreation beautification committee had previously worked on the inventory list. Wayfinding signage was to be improved with consistent branding and logo. Vice Mayor Schoos would like to see those improvements come to fruition. Completion dates will be updated. Commissioner Hoyt would like to see best practices with examples of what worked through the storms, including native plants.

1.D. Parks Master Plan – Administrator Carey has not seen development of such a plan yet. Commissioners suggested checking with the Parks & Recreation Committee.

2.A. Pavement Preservation – street repairs will continue.

2.B. Alternative Funding for Storm Drain Maintenance and Improvement. Administrator Carey said the town just completed an application for a \$2.5 million HMGP grant has been submitted through LMS.

2.C. Sidewalk Improvement - will continue.

3. Administrator Carey said that the topics of Sewer Improvement and Utility Undergrounding should be two separate items. Commissioner Hoyt agreed and requested they be separated. She also informed there are two grants available from EPA and Southwest Water Management District (SWFMD) this summer

3.A. – Sewer Improvements – will continue. Administrator Carey has met with representatives to review past proposals and plans and will present a more detailed update at a future meeting.

4.A. Utility Undergrounding Project - Administrator Carey noted that the updated cost of the project is \$4 million. \$2.3 million is available through Penny for Pinellas. We need to pay the Duke Energy BTE first and then submit to Pinellas for reimbursement. The balance would be paid from a town investment account.

**B. Capital Improvement Plan (CIP)**

Next Administrator Carey discussed the Capital Improvement 5-year Plan. She referenced the previous discussion of capital improvements that occurred at the January 29, 2025, Regular Commission meeting. At that time, all CIP projects were re-prioritized.

The top priority projects was as follows: utilities undergrounding, sewer system improvements and stormwater infrastructure. Reviewing the status of the five-year plan, Administrator Carey gave status updates. She noted that the Public Works UTV was canceled, Town Hall lighting enhancements will remain a goal, the tractor/beach rake was purchased, and the lift station generator was removed from the list. Under Parks and Recreation, the public beach access points will be mostly covered by FEMA reimbursement now. The nature park sign project will be paused until the new fiscal year. County parking improvements were discussed to include parking lot resurfacing and medians. Constitution Park gravel lot lighting is in progress. Town Hall lighting enhancements were also reviewed and paused. A less expensive option was suggested. This item came about after a FMIT risk assessment of town property. Commissioner Harr explained risk assessments for curb paint and lighting from an insurance perspective. Town Hall parking lot resurfacing was reviewed. Mayor Kapper suggested cold patching instead of resurfacing. Stormwater infrastructure will have a \$3.3 million budget over the next four years. Sewer lift station acquisitions were canceled, although sewer system improvements will be updated when numbers are confirmed. Last CIP they were are \$4 million for the project. The street lighting project will remain wild-life friendly. Administrator Carey will receive quotes for wildlife friendly lighting. Street sidewalk improvement project will remain on the schedule and have Public Works conduct a sidewalk census. Attorney Eschenfelder noted there may be FDOT funds for streets. Utility undergrounding will be \$4 million. Administrator Carey will update the goals and CIP for the next budget meeting. Mayor Kapper expressed concern over high legal fees. Attorney Eschenfelder referenced the Commission Procedures Manual and noted that any elected official is free to contact him according to the procedures.

The budget calendar required activities and requirements have been met so far for the current fiscal year.

**5. MISCELLANEOUS**

Regular Meeting- Wednesday, June 11, 2025 – 6:00 P.M.

Workshop Meeting- Wednesday, June 25, 2025 – 6:00 P.M.

**6. ADJOURNMENT**

There being no further business before the Board, the meeting adjourned at 6:51 pm.

Respectfully submitted,

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Melissa Fultz  
Deputy Town Clerk

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Date Approved by Board of Commissioners





**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
WORKSHOP MEETING  
WEDNESDAY, MAY 28, 2025**  
*immediately following the Budget Workshop*

**MINUTES**

A **Workshop Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida was convened at 6:51 pm.

**Members Present:** Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner Douglas Harr, Commissioner CJ Hoyt, and Commissioner Lary Maynard

**Other Municipal Officials Present:** Margaret Carey, Interim Town Administrator/Town Clerk; Melissa Fultz, Deputy Clerk; Robert Eschenfelder, Town Attorney

**A. APPEARANCES AND PRESENTATIONS – None**

**B. OLD BUSINESS – None**

**C. NEW BUSINESS**

1. Town Administrator Position

Mayor Kapper expressed his interest in exploring a City Manager position (instead of City Administrator) with a salary of \$100,000. Administrator Carey provided an Administrator/Manager Salary Survey from surrounding towns. The salaries range from \$137,000 to \$289,000 for the larger towns. Commissioner Harr inquired about the differences between a City Manager and Town Administrator. Attorney Eschenfelder said there is no difference between a Manager and an Administrator. Discussion ensued regarding the qualifications and compensation.

Mayor Kapper suggested the updated position would have stricter spending authorization limits and suggested reducing the spending limits to less than \$25K. Commissioner Harr suggested shifting decision-making to the Commissioners. Commissioner Maynard suggested a two-step process of review.

Commissioners suggested comparing job descriptions from other local municipalities to compare compensation and structure of roles. Vice Mayor Schoos suggested researching local municipalities and providing the findings to the Board. All Commissioners agreed. Administrator Carey will email comparison job descriptions to Commissioners to be discussed at a future meeting.

Commissioner Hoyt requested adding an ICMA code of ethics requirement. Commissioner Maynard suggested reducing the years of experience requirement. Vice Mayor Schoos suggested keeping the experience requirements. Attorney Eschenfelder suggested including a salary range to encourage applicants with desired traits for the position.

A final job description will be discussed at the June 11, 2025, Regular Board of Commissioners meeting.

2. Special Events

Administrator Carey presented a list of upcoming special events for the town and sought Commission input. The list of special events included:

- Recognition of Chief Swann's retirement at the June 11, 2025, Board of Commissioners meeting
- Constitution Park grand reopening – this would be a small-scale event to celebrate the reopening of the park after hurricane repairs. The park should be ready by July.
- The Town's 70<sup>th</sup> Anniversary (Platinum Jubilee) – a year-long celebration from August 30, 2025 to August 30, 2026 with a potential 50's theme was suggested and ways of celebrating.
- The Town Picnic – since the town is still recovering from the hurricanes, a modified picnic was suggested.

The Commission was in support of the events.

Restarting the newsletter was also suggested to keep the community informed. It was noted that CRS credits can be obtained by maintaining the newsletter. Mayor Kapper requested tabling the newsletter until after the summer. Commissioner Hoyt agreed.

#### **D. MISCELLANEOUS**

Regular Meeting- Wednesday, June 11, 2025 – 6:00 P.M.

Workshop Meeting- Wednesday, June 25, 2025 – 6:00 P.M.

#### **E. ADJOURNMENT**

There being no further business before the Board, the meeting adjourned at 7:27 pm.

Respectfully submitted,

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Melissa Fultz  
Deputy Town Clerk

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Date Approved by Board of Commissioners

# **ITEM E.2.**



**CITY OF MADEIRA BEACH**  
250 MUNICIPAL DRIVE · MADEIRA BEACH, FLORIDA 33708

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June 2, 2025

Mayor Tom Kapper  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708

Dear Mayor Kapper,

For your review and consideration is the monthly report for May 2025.

**SINGLE DEPARTMENT CALLS**

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF SINGLE UNIT CALLS
Fire Alarm	0	1	1	1
Fire Incident	0	0	1	1
Medical Incident	1	1	19	21
Support Medical	0	0	1	1
Special	0	2	0	2
				<b>TOTAL 26</b>

**MULTI-DEPARTMENT CALLS**

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	LARGO	TOTAL # OF MULTI UNIT CALLS
Fire Alarm	3	3	3	0	3
Major Incident	1	1	1	1	1
Medical Incident S	1	0	1	0	1
Medical Special	1	0	1	0	1
Rescue Incident	0	1	1	0	1
Trauma Alert	0	1	1	0	1
Water Rescue	1	1	0	0	1
					<b>TOTAL 9</b>

**GRAND TOTALS**

	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	LARGO	TOTAL
<b>TOTAL RESPONSES BY DEPARTMENT</b>	8	11	30	1	50
					<b>TOTAL EMERGENCY CALLS 35</b>

If we may be of further assistance, please feel free to call our office.

Sincerely,  
*Trish Eaton*  
Assistant to the Fire Chief

# **ITEM E.3.**



# City of Seminole Fire Rescue

*Achieving Service Through Dedication*



Town Administrator  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708

June 2<sup>nd</sup>, 2025

Dear Town Administrator,

Attached are the lists of Fire and Emergency Medical Service (EMS) responses to your Town for the month of May 2025.

The report is self-explanatory with the exception of the type of Fire or Medical call referred to as "code". Only the codes which are reflected in this month's summary report are listed below.

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There were Nine (9) **Emergency Fire** responses for this time period with an average response time of 3:30 minutes.

Code F52	Code for Fire Incident/Fire Alarm
Code FIS	Elevator Rescue
Code RI	MVC
Code S	Fire Alarm Test
Code M72	Water Rescue (Marine Unit Needed)

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- There were Twenty-Six (26) **Emergency EMS** responses for this time period with an average response time of 3:50 minutes.

Code ME	Code for Medical Incident
Code MES	Code for Drowning
Code TA	Trauma Alert

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Should you have any questions regarding this report, please feel free to contact me at (727) 393-8711 ext. 217.

Sincerely,

*William Schobel*

Fire Chief

Prior Calls Search Results... 35 Calls Found- WorkID: 0893320

Avg. Response: 00:03:30 -- Avg. Turnout: 00:01:03 -- Avg. ALS Response: 00:03:50 -- Avg. BLS Response: 00:04:30 --

Avg. Involved: 00:36:54

Criteria Used

Date Range Searched: 05/01/2025 to 06/01/2025

Municipality: REDINGTON SHORES

Incident	Date	Location	Code	Nature
5070872	05/02/2025 17:15:41		MES	14D-DROWNING
5071310	05/03/2025 12:31:27		ME	6-BREATHING PROBLEMS
5071360	05/03/2025 14:16:01		ME	23O-OVERDOSE
5071443	05/03/2025 16:59:45		RI	77-MOTOR VEHICLE COLLISION
5071705	05/04/2025 04:46:50		F52	52-FIRE ALARM
5071706	05/04/2025 04:50:32		F52	52-FIRE ALARM
5071871	05/04/2025 12:06:55		TA	TA-TRAUMA ALERT
5072109	05/04/2025 20:40:42		ME	26-SICK PERSON
5072525	05/05/2025 14:54:21		ME	17-FALLS
5073256	05/06/2025 20:20:12		ME	10-CHEST PAINS
5073535	05/07/2025 11:26:25		ME	17-FALLS
5075797	05/08/2025 10:49:32		MS	53M-CITIZEN ASSIST (MEDICAL)
5077123	05/10/2025 17:42:46		ME	28-STROKE (CVA)
5077124	05/10/2025 17:45:13		MI	61M-HAZMAT EMERGENCY
5077436	05/11/2025 09:29:39		ME	32P-PERSON DOWN
5078162	05/12/2025 16:58:09		ME	17-FALLS
5078249	05/12/2025 20:15:31		ME	25-PSYCHIATRIC PROBLEMS
5078960	05/14/2025 02:35:06		ME	13-DIABETIC PROBLEMS
5080634	05/16/2025 23:24:34		ME	4-ASSAULT
5081898	05/19/2025 10:03:12		S	AT-FIRE ALARM TEST
5081995	05/19/2025 12:50:25		ME	10-CHEST PAINS
5082096	05/19/2025 15:55:02		M72	72M-WATER RESCUE (MARINE NEEDED)
5082118	05/19/2025 16:32:56		ME	11-CHOKING
5083981	05/22/2025 20:00:02		ME	12-SEIZURES
5084494	05/23/2025 17:44:24		ME	21H-HEMORRHAGE
5084682	05/24/2025 01:49:06		ME	10-CHEST PAINS
5084801	05/24/2025 09:50:28		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5084805	05/24/2025 09:55:02		ME	17-FALLS
5084961	05/24/2025 14:37:48		ME	17-FALLS
5085499	05/25/2025 13:15:36		MS	53M-CITIZEN ASSIST (MEDICAL)
5085821	05/25/2025 23:14:02		F52	52-FIRE ALARM
5086059	05/26/2025 11:45:35		ME	21L-LACERATION
5086501	05/27/2025 07:25:46		ME	26-SICK PERSON
5086655	05/27/2025 12:18:41		ME	26-SICK PERSON
5087375	05/28/2025 15:44:27		F52	52-FIRE ALARM

# **ITEM F.1.**





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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: ORD 2025-01 – Amending Code for Permit Fees and Fines

At the March 26, 2025 Special Meeting, Commissioners directed Attorney Eschenfelder to draft an Ordinance updating the Town Code regarding permit fees and fines. The first reading of ORD2025-01 was approved at the May 14, 2025 Regular meeting.

The Commission finds that while, in the normal course, willfully performing construction work without a permit (where such work requires a permit) should be significantly penalized, the Commission also finds that in the aftermath of Town-wide structural damage due to a hurricane or similar large scale disaster, certain categories of unpermitted construction work should not be penalized at the same five-times rate.

***See draft Ordinance for complete details.***

HIGHLIGHTS:

- Notwithstanding subsection (1), effective January 1st 2025, the after-the-fact permit fee for persons who:
  - did not perform the work through a contractor or subcontractor,
  - had initiated the permit application process with the town within ninety days after the date of a local disaster declaration by the President of the United States or the Governor of the State of Florida,
  - were unable to obtain a permit (including floodplain review as required by code § 63-39) within thirty (30) days after having first initiated the application process with the town,
  - performed only such work as was necessary to make their home safe, sanitary and secure as allowed under applicable FEMA regulations,
  - continued to actively work with the building official to pursue completion of the permit application process, and owned and occupied their own home immediately prior to the disaster declaration,
  - **shall be 2.5 times the standard fee.**
- Work performed without permit which has been **performed by a contractor or subcontractor is not eligible for the reduced after-the-fact permit fee** provided for in subsection (2).

## ORDINANCE NO. 2025-01

### **AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 63-2 AND § 63-20 OF THE TOWN CODE (RELATED TO PERMIT FEES); MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes § 166.222(1) authorizes the governing body of a municipality to “provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of its building code”; and

**WHEREAS**, Florida Statutes § 553.80(1) provides that the governing body of a municipality may provide a schedule of fees for the enforcement of the provisions of the Florida Building Code, and provides that such fees shall be used solely for carrying out the local government’s responsibilities in enforcing the Florida Building Code; and

**WHEREAS**, § 63-20 of the Town Code currently requires the payment of permit fees for construction work with a cost exceeding \$25,000; and

**WHEREAS**, § 63-20 provides that the Commission will establish specific fees from time-to-time; and

**WHEREAS**, the Commission has previously established a penalty of five times the permit fee for owners who perform work without permit and must obtain an after-the-fact permit; and

**WHEREAS**, the Commission finds that while, in the normal course, willfully performing construction work without a permit (where such work requires a permit) should be significantly penalized, the Commission also finds that in the aftermath of Town-wide structural damage due to a hurricane or similar large scale disaster, certain categories of unpermitted construction work should not be penalized at the same five-times rate; and

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

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

**Section 1.** Section 63-2 of the Redington Shores Town Code is hereby amended as follows:

**Sec. 63-2. - Applications~~and fees~~.**

~~A. Application fees shall be as established by the board of commissioners.~~

~~B.~~ For construction or alterations, three copies of proposed plans and specifications shall be submitted containing all required information as specified in the Florida Building Code.

**Section 2.** Section 63-20 of the Redington Shores Town Code is hereby amended as follows:

**Sec. 63-20. - Fees.**

- A. *Application fees.* A construction permit application fee, ~~in an amount set by the Redington Shores Town Commission,~~ shall be charged for all permit applications for all work with a total cost of \$25,000.00 or more ~~for plan review.~~ This application fee is nonrefundable, ~~and~~ is due and payable at the time the application is submitted for processing, and such fees shall be used solely for carrying out the town's responsibilities in enforcing the Florida Building Code.
- B. *Additional fees.* In addition to the application fee, the following fees will also be due and payable before a building permit is issued as appropriate to the work covered:
- (1) Building permit fee.
  - (2) Plan examination fee.
  - (3) Radon gas and inspector's certification fund.
  - (4) Transportation impact fee.
  - (5) All other fees which may be imposed by the Redington Shores Town Commission, by resolution or ordinance, Pinellas County, or any other county, state or federal agency having the authority to establish such fees.
- C. *Ancillary or subordinate permits.* Permit fees for all ancillary or subordinate permits required for a project shall be due and payable prior to the issuance of such permits.
- D. *Establishment and publication of fees.* The schedule for all fees established pursuant to this section shall be adopted by the commission by resolution from time to time ~~pertaining to construction and building may be enacted and amended from time to time by resolution of the Town Commission of the Town of Redington Shores (as shown on Permit Fee Calculation Schedule, Ordinance #01-11 and Resolution 14-04).~~ Pursuant to Florida Statutes § 166.222(2), the building official shall ensure the town's fee schedule and inspection utilization report required by Florida Statutes § 553.80(7) are posted on the town's website.

~~D.E.~~ *Fees related to unpermitted work.*

(1) Notwithstanding the provision of any fee schedule of the town to the contrary, the fee for an after-the-fact permit for work which required a permit, but for which a permit was not obtained, shall be five times the standard fee.

(2) Notwithstanding subsection (1), effective January 1<sup>st</sup> 2025, the after-the-fact permit fee for persons who:

(a) did not perform the work through a contractor or subcontractor,

(b) had initiated the permit application process with the town within ninety days after the date of a local disaster declaration by the President of the United States or the Governor of the State of Florida,

(c) were unable to obtain a permit (including floodplain review as required by code § 63-39) within thirty (30) days after having first initiated the application process with the town,

(d) performed only such work as was necessary to make their home safe, sanitary and secure as allowed under applicable FEMA regulations,

(e) continued to actively work with the building official to pursue completion of the permit application process, and

(f) owned and occupied their own home immediately prior to the disaster declaration,

shall be 2.5 times the standard fee.

(3) Work performed without permit which has been performed by a contractor or subcontractor is not eligible for the reduced after-the-fact permit fee provided for in subsection (2). In the event the building official or code enforcement deputy discover such work by a contractor or subcontractor, those officials shall pursue all available legal remedies against the contractor or subcontractor, including referring the matter to the appropriate state and county contractor licensing authorities.

E.F. All construction trailers, materials, temporary fences, temporary signs, temporary electric, and dumpsters shall be removed before a certificate of occupancy is issued for any work pursuant to any building permit.

**Section 3.** Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement

of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

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

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

**Section 6.** The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

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

**ADOPTED ON FIRST READING** on the 14<sup>th</sup> day of May, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

**ADOPTED ON SECOND AND FINAL READING** on the 11<sup>th</sup> day of June, 2025, by  
the Board of Commissioners of the Town of Redington Shores, Florida.

**Attest:**

\_\_\_\_\_  
Mayor Commissioner

\_\_\_\_\_  
Margaret Carey, Town Clerk

# **ITEM F.2.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Town Administrator Position

At the May 28, 2025 Workshop, it was requested to update the Town Administrator job description and to discuss advertising of the open position. Attached is the current job description and 3 examples from nearby towns.

For discussion:

- Updates to job description
- Salary range
- Advertising of position
  - Open date to close date
  - Where to advertise



## **TOWN OF REDINGTON SHORES**

### **POSITION DESCRIPTION**

<b>POSITION TITLE:</b>	Town Administrator
<b>DEPARTMENT:</b>	Administration
<b>REPORTS TO:</b>	Board of Commissioners
<b>SUPERVISES:</b>	All Town employees as provided for in Town Code § 1-20
<b>EMPLOYMENT CLASSIFICATION:</b>	Full Time – FLSA Exempt (Executive)

### **GENERAL DESCRIPTION:**

The Town Administrator is entrusted with numerous and diverse duties. The position is one of high responsibility requiring advanced leadership, management, and administrative work as the Town's chief administrative executive. The purpose of this position is to ensure the policy directions of the Board of Commissioners are carried out, to administer the Town's adopted budget, and to direct and coordinate all phases of the Town's delivery of municipal services while ensuring the efficient and effective operation of all Town departments.

Work involves the leadership, management, supervision, and coordination of activities related to the Town in accordance with the Town Charter, Town Code, state and federal law, and the policies, resolutions and budgets adopted by the Board of Commissioners. The Administrator is appointed by and serves at the pleasure of the Board of Commissioners and, under the Commission's general oversight and direction, plans, directs, organizes, and controls the daily operations of the Town, including the Town's human, financial, and physical resources to efficiently and effectively accomplish the Town's policies, objectives and master plans.

### **ESSENTIAL FUNCTIONS (KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS):**

*Essential functions, as defined under the Americans with Disability Act, may include the following tasks, knowledge, skill, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions, tasks, management, and leadership functions performed in this position.*

- Be responsible for the efficient and proper administration of all Town business as defined by the Board of Commissioners.
- With assistance of the Town Attorney and Town staff, acquire and maintain a thorough working knowledge and interpretation of the Town Code, Town policies and procedures, and the state and federal laws applicable to Florida local government, including but not limited to the Public Records Act, Sunshine Law, Code of Ethics, Florida Statutes Chapter 166, and the statutes governing the Town's budgeting and financial operations.
- Subject to the limitations set forth in Town Code § 1-20, interviews, hires, evaluates, promotes, disciplines, discharges and makes all other related personnel decisions for subordinate employees.
- Reviews, approves, and coordinates scheduled absences of employees to ensure continuity of Town services.
- Studies, analyzes, and makes recommendations to the Board of Commissioners related to salaries, job duties, responsibilities, safety, training, morale, efficiency, and various other personnel policies for Town employees.
- Deals with the Town's residents, businesses, Town officials and contractors, and Town employees in a professional, tactful, diplomatic, and honest manner.
- Maintains discretion and confidentiality in the management of sensitive documents or communications including exempt employee health records, civil or criminal investigations, and attorney-client communications.

- Directs, supervises, coordinates, and delegates the activities of the administration of all Town departments, offices, agencies, and contracts of the Town in accordance with the Town Charter and Code and applicable law.
- Negotiates, approves and executes contracts on behalf of the Town as the Town's budget, procurement rules, and the Town Code and state law allow.
- Establishes and maintains effective working relationships with Town Commissioners, Town Charter officials, and other Pinellas County elected and appointed officials.
- In conjunction with the Town Clerk and other relevant staff, develops agendas for meetings of the Town's various subordinate boards and commissions including the planning and zoning board.
- In conjunction with the Town's code enforcement deputy and building official, develops case materials for presentation to the Town's special magistrate.
- Attends all meetings of the special magistrate and the Town's subordinate boards and commissions.
- Authorizes purchases or other expenditures in accordance with the Town's procurement rules and adopted Town budgets.
- Maintains a sound working knowledge of public procurement methods and laws and oversees the Town's procurement process to include recommending to the Commission proper procurement rules, preparing solicitation documents, and supervising the evaluation of solicitation responses, contract negotiations, and contract administration.
- Oversees the administration of all vendor contracts, interlocal agreements, grant agreements and development agreements to ensure the Town's rights are protected, that renewals or cancellation notices occur in a timely manner, and all Town obligations are complied with.
- Serves as the property manager of all Town facilities, including but not limited to Town Hall, the Town maintenance facility, all Town parks, mini-parks, and all other real estate and personal property owned by the Town.
- Oversees the continual supervision of, and implementation of the Town's Emergency Disaster and Hurricane Response Plans.
- The Administrator will oversee the risk management of the Town, shall maintain a master list of all Town real and personal property, and shall, as part of the budgeting process, recommend to the Board of Commissioners the types and amounts of insurance coverages that will ensure the Town is properly insured with respect to property loss and litigation claims.
- Works before, during, and after a declared and/or undeclared emergency to ensure the Town's emergency plans are carried out, that the Town properly coordinates with county and state emergency management officials, and to ensure the Town's staff and emergency contractors perform their required duties.
- Responsible for collaborating with the Town Clerk to ensure agendas are established for Town Commission meetings; briefs individual Commissioners in advance of meetings to ensure they are aware of all necessary background for the agenda items.
- Attends Commission meetings and participates as the chief administrative executive of the Town.
- Collaborates and gathers input from the Commission and the Town's Financial Advisory Committee regarding budget development, appropriations, and budget administration.
- Prepares and submits an annual itemized budget, budget message, and capital program to the Board of Commissioners, in a form and within the time frame established by Town Code and state law.
- Prepares and submits to the Board of Commissioners, and makes available to the public, a complete report on the finances and administrative activities of the Town at the end of each fiscal year.
- Makes such other reports as the Board of Commissioners may require concerning the operations of Town advisory boards, contractors, departments, offices, or agencies of the Town.
- Keeps the Board of Commissioners fully advised as to the Town's financial and operational condition, and makes such financial or policy recommendations to the Commission as the Administrator determines is appropriate.

- Regularly researches opportunities for the Town to apply for and receive grant funds to assist the Town in building, maintaining or replacing Town infrastructure and assets, or to assist the Town in maintaining, adding or improving Town programs and services to improve the quality of life for Town residents, visitors and businesses.
- Uses, and ensures Town staff use up to date technology, internet, cloud and software tools to ensure the Town's internal and external communications, and its business operations are ADA compliant, user friendly, reduce inefficiency, and are secure from hacking, ransom wear and similar cyber threats.
- Maintains community respect in the Town of Redington Shores through good public relations and by keeping residents and business owners informed of Town progress and policies as required.
- Works alongside the members of the Commission to resolve or assist in the resolution of complaints concerning Town operations with citizens and others and/or refers to the appropriate Town, county or state official for the appropriate actions.
- Visualizes, documents, and communicates both current and future goals and objectives of the Town.
- Establishes and maintains good working relationships with other government entities within Pinellas County, as well as with State agencies.
- Performs such other duties as may be assigned by the Board of Commissioners, not inconsistent with the position, Town resolutions, Charter and Code, and existing laws.

#### **ESSENTIAL PHYSICAL AND MENTAL REQUIREMENTS AND ABILITIES:**

- Work is performed sitting at a desk and standing at locations in the Town.
- Must be able to use a desk and smartphone on a frequent basis.
- Must be able to physically report to work at Town Hall and various other meeting locations within Pinellas County on a daily basis, and including during emergency conditions.
- Must be able to deal calmly and professionally with occasionally angry citizens.
- Must be able to attend, pay attention to, and retain information from Town Commission, advisory board, community group or other meetings attended.
- Must be organized and able to take notes, track scheduled obligations, and effectively balance and prioritize often complex and heavy workloads and priorities.
- Must be able to read and understand the Town's financial records and to work with Town auditors and the Financial Advisory Committee on such records.
- Must be able to read documents on paper or computer screens.
- Must be proficient in the use of current common business software applications including Word, Excel and PowerPoint, as well as any specialty software the Town uses for email communications, project management or financial management activities.
- Must be able to speak in public to large groups of people, and to make detailed presentations to the Commission or other groups or bodies, using technology aids where appropriate.
- Must be able to train, explain and mentor employees in the performance of their Town duties.
- Must be able to operate a passenger vehicle.
- The employee must occasionally lift objects up to 20 pounds.

#### **ENVIRONMENTAL CONDITIONS:**

A considerable amount of time is spent in an office environment. Will frequently be required to work in outdoor environments with visits to work sites and other related Town or county activities and events.

#### **MINIMUM QUALIFICATIONS, LICENSES, CERTIFICATIONS, OR REGISTRATIONS:**

- Graduation from an accredited four-year college or university with a Bachelor's degree in Public Administration, Business, Management, or other closely related field. Master's degree in a related field preferred.
- Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government. ICMA Credentialed Manager preferred.
- Knowledge of municipal government relationships to State and Federal government organizations.
- Knowledge of modern management and leadership techniques and applications.
- Minimum of five years progressive experience in municipal government, with three years minimum as the County/City/Town Manager/Administrator, or Assistant Manager/Administrator.
- Must be, or become, an active member with the International City Managers Association (ICMA), the Florida League of Cities (FLC), and Florida City County Managers Association (FCCMA).
- Must complete required courses for National Incident Management System (NIMS).
- Must possess and maintain a valid Florida Driver License.

*NOTE: Reasonable accommodation considerations will be made for otherwise qualified individuals with a disability. The job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job related instructions and to perform any other job-related duties requested by the Board of Commissioners.*

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## **Sec. 1-20. Town administration.**

- A. The town commission is authorized to establish the position of town administrator, and to thereafter contract with and appoint a qualified individual to serve in such position. The town administrator shall serve at the sole will and pleasure of the commission.
- B. The town administrator 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.
- C. In performing her or his duties, the town administrator shall ensure that all administrative and business decisions are made in compliance with town's charter and code, the resolutions and policy directives of the commission, the town's adopted budget, and all applicable laws, and consistent with the position description adopted by the commission.
- D. The town administrator shall monitor, guide, direct and evaluate the work of all town employees and contractors except the work of the town attorney, who shall report directly to, and solely be supervised and evaluated by the commission.
- E. The town administrator shall recommend to the commission, in conjunction with the development of the town's budget, the creation or abolition of such employee positions and contractual services as the town administrator determines are necessary to deliver town services and ensure town operations are effective and efficient.
- F. The town administrator shall be responsible for the development and periodic review of job descriptions and minimum qualifications, and for the hiring, evaluating, promoting, re-classifying, disciplining, and termination of town employees. Notwithstanding the foregoing, the town attorney shall be solely appointed, evaluated by, and removed by the commission.
- G. Consistent with its administrative oversight role, the town commission reserves the right, in its sole discretion, to review any administrative actions or decisions made by the town administrator and, if necessary, to instruct the town administrator to take an alternative actions.
- H. The performance of the town administrator shall be reviewed by the commission annually or at such other intervals as the commission determines. The method of performance review used by the commission will be established and refined by the commission. The performance review will, in addition to any other criteria the commission deems relevant, include the evaluation of the town administrator's effectiveness in implementing the policy, business and development objectives established by the commission, the town's compliance with all laws and regulations, the administrator's professional development and development of town staff, the administrator's administration of the town's budget and finances, and the administrator's leadership and managerial performance.

(Ord. No. 21-08, § 1, 11-10-2021)

## Pinellas County City Manager Comps (FY25)

City	Salary	Relocation	Vehicle (per mo.)	Dependent Medical
Redington Shores	\$137,592.00	8000		
Madeira Beach	\$140,000.00	\$10,000.00	\$500.00	
Indian Shores	\$143,639.00			
Tarpon Springs	\$150,000.00			
Indian Rocks Beach*	\$159,300.00		\$300.00	
Town of Belleair	\$178,600.40		369.24	\$4000/yr
Safety Harbor	\$185,400.00		\$500.00	100% ER paid
Treasure Island	\$190,000.00	\$20,000.00	\$500.00	Yes
Seminole	\$194,431.91		\$500.00	Yes
Oldsmar	\$196,446.38		\$500.00	Yes
Gulfport	\$202,760.48		\$415.40	\$2400 annual subsidy
Dunedin	\$216,694.40		\$500.00	ER paid
Largo	\$234,000.00	at cost w/in Largo	\$550.00	308.34 credit
Pinellas Park	\$238,596.02		\$417.00	
St. Pete Beach**	\$240,000.00	\$20,000.00	\$550.00	
Clearwater	\$289,634.24	\$15,000.00	\$300/biweekly	

\*Prior CM FY23

\*Prior and Interim CM at \$210,000

# **TOWN OF INDIAN SHORES**

## **POSITION DESCRIPTION**

POSITION TITLE: Town Administrator

SALARY GRADE: 22-10

DEPARTMENT: Administration

SALARY RANGE: Set by Council

POSITION STATUS: Exempt - Charter

### **GENERAL DESCRIPTION**

The Town Administrator shall serve as the Chief Administrative Executive of the Town and shall coordinate all phases of the Administrative, Building and Public Services divisions of the municipal government of the Town of Indian Shores and shall manage and supervise the activities of the Town in accordance with the policies adopted by the Town Council, Council Directives, Town Charter, State Law, Ordinances and Resolutions of the Town.

### **REPORTING RELATIONSHIPS**

Reports to: Town Council

Supervises: Director of Finance & Personnel, Building Official, Public Services Supervisor, and the Administrative Assistant/PIO.

### **ESSENTIAL POSITION FUNCTIONS**

**• Executive Leadership: Oversee the day-to-day operations of the Town, ensuring that all departments**

**function effectively and efficiently.**

**• Policy Implementation: Work closely with the Town Council to implement approved policies, programs, and services.**

**• Budget and Finance: Prepare, present, and manage the annual budget, ensuring fiscal responsibility and**

**optimal allocation of resources. Knowledge of infrastructure grant processes is preferred.**

**• Staff Management: Direct and supervise all Town departments, hiring, training, and retaining a high performing team.**

**• Public Relations: Act as the primary spokesperson for the Town, fostering strong relationships with**

**community stakeholders, residents, businesses, and other governmental agencies. Participation in Town**

**Functions / Events is essential.**

**• Strategic Planning: Provide long-term planning for the growth and development of the Town, ensuring**

**sustainable community and economic development.**

**The Position The Town Of La Plata Seeks An Exceptional Leader To Serve As Its Next Town Manager, Taking The Town Through Its Next Round Of Growth. This Opportunity**

Offers The Chance To Guide A Well-established, Service-oriented Community With Dedicated Town Staff And The Opportunity To Develop A Strong Leadership Team. As The Chief Executive Officer And Head Of The Administrative Branch, The Town Manager Will Report Directly To The Mayor And Council While Overseeing A Dedicated Leadership Team Of Six Direct Reports: The Town Treasurer, Assistant Town Manager, Director Of Planning, Director Of Operations, Police Chief, And Town Clerk. The Position Demands A Visionary Leader Who Can Transform Strategic Planning Into Tangible Results, Ensuring La Plata Continues To Deliver Exceptional Services That Enhance Quality Of Life For All Residents. The Ideal Candidate Will Be A Change Agent With A Collaborative Leadership Style And Proven Track Record Of Fiscal Stewardship, Demonstrated Through The Development And Execution Of Annual Budgets That Align With Community Priorities And Growth Needs. Success In This Role Requires Someone Who Can: Review Current Practices And Bring A Culture Of Innovation And Operational Excellence Throughout The Organization; Strengthen Community Engagement And Partnerships With Local Stakeholders; Implement Strategic Initiatives That Advance La Plata's Vision For The Future; And Maintain And Enhance The Town's Reputation For Responsive, High-quality Service Delivery. This Position Offers A Unique Opportunity To Join A Municipality Known For Its Strong Governance, Dedicated Staff, And Engaged Mayor And Council. For A Dynamic Leader Passionate About Public Service And Community Development, La Plata Presents An Ideal Environment To Make A Lasting Impact On A Thriving Maryland Community. Qualifications Minimum Requirements Include A Bachelor's Degree And At Least Five Years Of Progressively Responsible Experience In A Local Government, Including Three Years Of Supervision And/or Executive Level Management (manager, Assistant, Or Department Director/assistant Director). Preferred Qualifications Include A Master's Degree In Public Administration Or A Closely Related Field And Strong Human Resources/employee Relations, Fiscal Management, Economic Development, Utility Management, And Regional And Intergovernmental Expertise. ICMA-CM And Work In A Full-service Council-manager Government Are Preferred But Not Required. Residency Is Preferred But Not Required; Engagement And Visibility In The Community Is Required. Compensation And Benefits The Expected Hiring Range Is \$120,000-\$195,000, Depending On Qualifications, With An Excellent Benefits Package. How To Apply Applications Will Be Accepted Electronically By Raftelis At [Jobs.crelate.com](https://jobs.crelate.com). Applicants Complete A Brief Online Form And Are Prompted To Provide A Cover Letter And Resume. The Position Will Be Open Until Filled With A First Review Of Applications Beginning January 20, 202

1. To serve as the day-to-day Administrator in directing the Division Managers to coordinate all activities of the Administrative, Building and Public Services Divisions of the Town in carrying out all policies and directives of the Town Council.
2. To enforce all Ordinances, Resolutions, and other policies of the Town Council as they pertain to all Administrative, Building and Public Services divisions of the Town.
3. To make purchases up to the amount approved by ordinance. To make recommendations to the Town Council on all other purchases; to review bids prepared for those items in all Administrative, Building and Public Services divisions requiring bids, and to supervise all bid procedures. Ensure all Administrative and Public Service Departmental purchases on contracts are reviewed by the Town Attorney.
4. To work with the Director of Finance and the Town's Auditors to establish and



maintain an effective control system for all Administrative and Public Services departments finances of the Town.

5. To oversee that budget execution for all Administrative, Building and Public Services divisions is consistent with appropriations.
6. To recommend pay plans and annual salary adjustments for Town employees of all Administrative, Building and Public Services divisions of the Town for Town Council consideration.
7. To act as Chief Personnel Officer for all Administrative, Building and Public Services divisions of the Town on complex matters; is directly involved in the hiring, evaluating, promoting, and disciplining of Department Heads and employees; establishes procedure for others to follow in such matters.
8. To serve as the Chairperson of all Administrative, Building and Public Services Departments Management Team and assign project management and/or coordination responsibilities to appropriate Town personnel and report such assignments to Council.
9. To oversee the preparation of the proposed budgets and work programs for all Administrative, Building and Public Services departments of the Town, in conjunction with the Chief of Police and Director of Finance, and Town Council.
10. To prepare an annual report of the previous fiscal year's activities for all Administrative, , Building and Public Services for presentation to Town Council and the citizens of the Town through the Town's independent auditors.
11. To identify service and policy needs of all Administrative, Building and Public Services departments of the Town and bring them to the attention of Town Council.
12. To coordinate departmental activities and set appropriate attainable goals for all Administrative, Building and Public Services municipal departments in conjunction with Department Heads, Committees and Town Council.
13. To coordinate and approve staff scheduled absences for all Administrative, Building and Public Services departments of the Town to ensure continuity of service delivery staffing needs.
14. To maintain contact with the public by processing suggestions, complaints and informational requests for all Administrative and Public Services departments and monitor solutions. To ensure departments under the Town Administrator's purview direct records and responses to Freedom of Information Act requests to the Town Clerk in a timely manner.
15. To serve as computer services technician (IT) Coordinator for the Administrative, Building and Public Services departments of the Town.
16. To serve as property manager of all Town facilities, including but not limited to the Town Hall, Town maintenance facility, all town parks and mini-parks and all other real estate and personal property owned by the Town.

17. To immediately notify the Town Attorney of any matters that might involve legal issues or litigation involving or regarding any Administrative and Public Services departments and to work with the Town Attorney concerning the legal affairs of the Town.
18. To have authority to place items on the agenda and provide informational input on Council motions during the discussion process, when appropriate.
19. To have daily contact with the Mayor, and individual Council Members when appropriate to facilitate briefings on current Administrative, Building or Public Services issues and/or projects.
20. Assist insofar as possible residents and taxpayers in discovering the remedial processes in cases involving complaints of unfair vendor, administrative and governmental practices as relates to all Administrative, Building and Public Services departments of the Town.
21. Maintain open and effective communications with Police Department Operations, Town Clerk and Town Attorney.
22. Any other duties assigned by Town Council consistent with the responsibility of this position.

## **MINIMUM QUALIFICATIONS**

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of functions, operations and structure of the Town Administrator's Office and Town Government.
- Knowledge of public administration techniques, principles and practices.
- Knowledge of methods used in making statistical surveys and in the preparation of reports.
- Knowledge of the Town policies, code, rules and regulations.
- Knowledge of modern office policies, procedures, practices and equipment.
- Ability to analyze and solve administrative problems and render advice and assistance.
- Ability to present oral comments and recommendations clearly and concisely.
- Ability to coordinate work with others, when required.
- Ability to prepare and manage RFP bid process and contracts on behalf of the Town.
- Knowledge of environmental issues, stormwater management and NPDES issues as they relate to the Town.
- Demonstrated strong Human Resource, budget preparation and budget execution skills.

## **EDUCATION AND EXPERIENCE**

### **Town Administrator**

Graduation from an accredited University or College with a four-year degree in Public or Business Administration and/or actual experience with, or as a Town Administrator and/or Manager.

## **LICENSES, CERTIFICATIONS OR REGISTRATIONS**

Must possess a valid Florida Driver's License or have the ability to obtain within thirty (30) days of employment. Have the ability to become NIMS Compliant within six (6) months of employment. Any other licenses, certifications or registrations required with qualifying as Town Administrator.

## **ESSENTIAL PHYSICAL SKILLS**

- Good hearing (with or without correction)
- Good vision (with or without correction)
- Ability to engage in field site visits
- Light lifting (25 pounds) and carrying
- Reaching
- Ability to operate an automobile safely

## **ENVIRONMENT CONDITIONS**

- Works inside, in an office environment
- Works outside as necessary

## **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. Reasonable accommodations will be

Dire made for otherwise qualified individuals with a disability.

Approval: by Town Council

Approval: 02/14/2023

Effective Date: 02/14/2023

Revision History: \_\_\_\_\_

ACCEPTED: 4-28-98

REVISED: 4-98

## CITY OF INDIAN ROCKS BEACH

### POSITION DESCRIPTION

**POSITION TITLE:** City Manager  
**DEPARTMENT:** City Manager's Office  
**DIVISION:**

**POSITION NO.:** 51201  
**SALARY GRADE:** 62  
**POSITION STATUS:** Exempt

#### GENERAL DESCRIPTION

As a Charter Officer, the City Manager is appointed by and serves at the pleasure of the City Commission. The City Manager is the chief administrative officer of the City and, as such, is responsible to the City commission for the administration of all City affairs in accordance with the requirements of the Charter. Work involves the efficient and effective management and supervision of the City's affairs in accordance with policies adopted by the City Commission, the City Charter and applicable State laws and/or municipal ordinances. Work is carried out with wide latitude for independent judgment and initiative within the framework of established policies, laws, charter provisions and ordinances. The person in this position is solely accountable for the fulfillment of all duties and authority commensurate with assigned responsibilities.

#### REPORTING RELATIONSHIPS

**Reports to:** City Commission

**Supervises:** All City Employees except as otherwise directed by the City Charter

#### ESSENTIAL POSITION FUNCTIONS

1. As the Chief Administrative Officer of the City, responsible for the efficient and proper administration of all City affairs as defined in the City Charter.
2. Administers, through the Manager's Office, subordinate department heads, or contracts, such functions as Administration, Finance, Human Resources, Law Enforcement, Community Development, Public Services, Parks and Recreation, Sewer and Solid Waste Departments.
3. Prepares the annual City budget for submission to the Commission. Submits recommendations to the Commission for their discussion and approval concerning the efficient operation of the City government. Keeps the Commission informed of general City operations and activities. Makes plans and recommends future programs of the City.
4. Maintains community respect through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate official for action.
5. Ensures that all laws, provisions of the Charter, and act of the Commission, subject to enforcement by the City manager or by Employees subject to the Managers direction and/or supervision, are faithfully executed.
6. Shall perform such other duties as are specified in the City Charter, Code or as required by the City Commission.
7. These essential job functions are not to be construed as a complete statement of all duties performed. Employee will be required to perform other job related duties as necessary and consistent with the position.

**SPECIAL REQUIREMENTS**

Should be an active member with international City Manager's Association (ICMA), the Florida League of Cities, and the Florida County and City Manager's Association.

**MINIMUM QUALIFICATIONS**

**KNOWLEDGE, SKILLS AND ABILITIES**

- ◆ Extensive knowledge of laws and administrative policies governing municipal activities and of operations of municipal government
- ◆ Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization
- ◆ Ability to work with the general public with tact and professional courtesy
- ◆ Ability to express oneself clearly in writing and orally, and to appear before groups of taxpayers and the Commission to present data and programs which enhance the continued efficient operation of the City.

**EDUCATION AND EXPERIENCE**

Graduation from an accredited four year college or university with a Bachelor's degree in Business Administration, Public Administration or a related field supplemented by course work in management. Minimum of five (5) years experience in a responsible administrative/management position in municipal government. A comparable amount of training, education or experience may be considered for the minimum qualifications.

**LICENSES, CERTIFICATIONS, OR REGISTRATIONS**

Must possess a valid Florida Driver's License or ability to obtain within thirty (30) days of employment.

**ESSENTIAL PHYSICAL SKILLS**

- ◆ good hearing (with or without correction)
- ◆ good vision (with or without correction)
- ◆ ability to effectively communicate both orally and in writing

**ENVIRONMENT CONDITIONS**

- ◆ works inside, in an office environment

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. Reasonable accommodations will be made for otherwise qualified individuals with a disability.

Approval: \_\_\_\_\_ Approval: \_\_\_\_\_  
Personnel City Manager

Effective Date: \_\_\_\_\_ Revision History: \_\_\_\_\_



# **JOB DESCRIPTION**

## City of Treasure Island, Florida

### **CITY MANAGER (TEMPORARY ASSIGNMENT)**

**DEPARTMENT:**

**JOB TYPE:** Full Time, Exempt

**SALARY:** Set by City Commission

**PAY GRADE:** M

#### **GENERAL DESCRIPTION**

The City Manager is the administrative head of the City government providing direction and general management for the administration and operation of each department within the City of Treasure Island to implement policies set by the City Commission.

The position is expected to exercise considerable independent professional expertise and judgment in solving problems through the application of City's financial & administrative policies and practices. The City Manager will be able to work independently and have a working knowledge of local government principles, practices, and procedures. Work is performed under the administrative direction of the City Commission. The primary duties expected of the successful applicant will include, but not be limited to:

#### **ESSENTIAL JOB FUNCTIONS**

- Implement the strategic direction and policies set forth by the City Commission.
- Be a resource to City Commission members to provide professional recommendations, review and discuss projects, programs, and matters impacting city government.
- Determine the resources needed to provide City services at the established service levels and identify programs and projects to meet the needs of the City.
- Build an annual proposed City Budget and Capital Plans for the City Commissions consideration.
- Build and maintain positive working relationships with members of the public, chambers, civic associations, and various community groups.
- Provide organizational leadership and management for the City organization and its' employees.
- Responsible for the hiring and management of Department Directors of eight departments and City staff members in the Administrative Department.
- Follow state legislative actions and be able to implement the laws adopted by the State.
- Ensure that all laws and ordinances and policies of the City are duly enforced and that all franchises, permits, licenses and privileges granted by the City are faithfully performed and observed.

**GRAB THE HELM, WE'RE GOING PLACES!**

- Present, prepare reports and/or statements to share information with the City Commission, various boards/committee/organizations and the general public.
- Attend all meetings of the City Commission unless otherwise excused.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

### **MINIMUM QUALIFICATIONS**

- Bachelor's degree in Public Administration, Business Administration, or related field
- Master's degree preferred
- Five (5) years' experience as a City Manager or Assistant City Manager in a similar community
- An equivalent combination of education, training, and experience (including nonprofits).

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge of principles and practices of public administration.
- Knowledge of organization and functions of City government and current trends and recent developments in management.
- Knowledge of laws and regulations regarding City management, City contracts for public services, budget, finance, and human resources management.
- Ability to plan, organize, and manage the activities of the City under the policy guidance and direction of the elected officials of the City.
- Ability to manage and provide organizational leadership.
- Ability to develop and implement effective City organizational policies and procedures.
- Ability to establish priorities and direct the allocation of City resources.
- Ability to develop plans and recommendations for broad and specific City goals, objectives and policies. Direct the execution of City programs and projects.
- Strong verbal and written communications skills, targeted to the intended audience.
- Ability to communicate effectively verbally and in writing.
- Ability to establish effective relationships with personnel and members of the community.
- Ability to communicate tactfully.

### **LICENSES, CERTIFICATIONS OR REGISTRATIONS**

- Valid Florida Driver's License.

### **ESSENTIAL PHYSICAL SKILLS**

- Acceptable eyesight (with or without corrections)
- Acceptable hearing (with or without aid)
- Ability to communicate both orally and in writing.
- Ability to access, input and retrieve information from a computer as well as operate other standard office equipment.

*Reasonable accommodation will be made for otherwise qualified individuals with a disability.*

**ENVIRONMENTAL CONDITIONS**

Work is performed primarily in an office environment with moderate noise levels and is occasionally subject to outside environmental conditions.



# **ITEM F.3.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Building Department Management Update

At the May 14, 2025 Regular Meeting, Commissioners directed me to evaluate options for management of the Building Department – and bring to the June 25, 2025 Workshop for discussion. I have begun my research and will be prepared to present at the June 25<sup>th</sup> meeting.

This item is on the agenda today at the request of Mayor Kapper.

**ITEM F.4.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Tidal Basin Contract Update

At the May 14, 2025 Regular Meeting, Commissioners ratified the Tidal Basin Contract. The contract is an emergency professional services agreement for permit techs for a period of 90 days – ending July 8, 2025, with the option to renew.

**I am seeking Commission approval to pursue renewal of the contract for an additional 90 days.** The new contract would cover 2 permit technicians instead of the 4 requested originally.

Highlights of the current agreement:

- TERM: April 9, 2025 – July 8, 2025 (90 days) with option to renew
- COST: Not to exceed \$414,640.00 (4 staff at \$155/hr.)
- TERMINATION: 30-day notice



SCANNED

## Emergency Professional Services Agreement General Terms and Conditions

This **Emergency Professional Services Agreement** ("Agreement") is dated April 9, 2025, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "Contractor"), with offices at **126 Business Park Drive, Utica, NY**, and the undersigned **Town of Redington Shores**, with offices at **17425 Gulf Blvd., Redington Shores, FL 33708** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall be for ninety (90) days commencing on April 9, 2025, and valid until July 8, 2025, with the option to renew in accordance with extensions of the applicable Emergency Declaration and upon mutual agreement of the Parties. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto.

### 3. INDEPENDENT CONTRACTOR

The parties intend and agree that Consultant and any subcontractor ("personnel") hired by Consultant are independent contractors and not employees or agents of the Client. Subject to the terms and conditions of this Agreement, Consultant alone will control the manner and means by which the Work is performed, and the Services are provided to the Client. As neither Consultant nor its personnel hired are the Client's employees, the Client will not take any action or provide Consultant or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Consultant's payments; making state or federal unemployment insurance contributions on behalf of Consultant or its personnel; withholding of state and federal income tax from payments to Consultant; making disability insurance contributions on behalf of Consultant or its personnel; and obtaining worker's compensation insurance on behalf of Consultant or its personnel.

### 4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

### 6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be **\$416,640.00**.

### 7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices as set forth in Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after





## Emergency Professional Services Agreement General Terms and Conditions

receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

### 8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Consultant, its agents, employees, partners, or subcontractors; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and sub-consultants (each an 'Indemnified Party') from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Indemnified Party by reason of or in connection with the appointment of Consultant to perform the Scope of Services under this Agreement, or arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Client, its agents, employees, partners, or subcontractors; provided, however, that Client shall not, and shall not be obligated to, indemnify, defend or hold harmless any Indemnified Party from or against any loss to the extent the loss arises from the negligence or willful misconduct of the Indemnified Party. Upon notice from any Indemnified Party of any action or proceeding subject to the indemnification in this section, Client agrees to defend the Indemnified Party in the action or proceeding, subject to a reservation of rights.

### 9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation: Statutory;

Commercial General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate

Comprehensive General Automobile: \$1,000,000 combined single limit,  
including hired and non-owned coverages

Professional Liability: \$1,000,000 per occurrence  
\$3,000,000 aggregate

Umbrella/Excess Liability: \$5,000,000

### 10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

### 11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement.

### 12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Party be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due





## Emergency Professional Services Agreement General Terms and Conditions

to late completion or otherwise or for any other economic, consequential, punitive, incidental, indirect or special damages.

### 13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

### 15. TERMINATION

**A. Termination for Convenience.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.

**B. Termination for Default.** If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

### 16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures.

### 17. REMEDIES NOT EXCLUSIVE

Except as otherwise provided herein, no remedy conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### 18. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Town of Redington Shores
Attention:	Mike McGlothlin
Address:	17425 Gulf Blvd. Redington Shores, FL 33708

Consultant:	Tidal Basin Government Consulting, LLC
Attention:	Paul Taylor
Address:	126 Business Park Drive Utica, NY 13502

#### With a copy via email to:

Daylen Docampo Perez, Esq. at  
[daylen.docampo@tidalbasingroup.com](mailto:daylen.docampo@tidalbasingroup.com)

### 19. NO THIRD-PARTY BENEFICIARY

Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant towards any person who is not a party to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and the Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. IT IS THE EXPRESS INTENT OF THE PARTIES THAT ANY SUCH PERSON OR ENTITY, OTHER THAN CLIENT AND THE CONSULTANT,





## Emergency Professional Services Agreement General Terms and Conditions

RECEIVING SERVICES OR BENEFITS UNDER THIS AGREEMENT SHALL BE DEEMED AN INCIDENTAL BENEFICIARY.

### 20. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 21. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of **Florida** and the body of federal procurement law, as applicable.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after last payment from the Client is received. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant's place of business for purposes of inspection, reproduction and audit.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts,

each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. Any failure to enforce performance of any provision of this Agreement by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

I. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. All pronouns shall be interpreted to refer to gender neutrally. The term "including" shall be deemed to mean "including but not limited to."

J. This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. §§ 200.317-200.327 and Appendix II to Part 200 and as stated within Attachment 1 and Attachment 2, attached hereafter, as applicable.

K. Pursuant to Section 119.0701, Florida Statutes, when the Consultant provides services to the Client under the terms of the Agreement, the Consultant shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Consultant shall:

1. Keep and Maintain Public Records that ordinarily and necessarily would be required by the Client in order to perform the service provided to the Client.
2. Upon request from the Client's custodian of public records, promptly provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law.
3. Ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
4. Meet all requirements for retaining public records. Upon completion or termination of its duties under the Agreement, the Consultant will either transfer all public records in its possession; destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; or keep and maintain the public records in its possession following all applicable requirements for retaining public records. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client; and





**Emergency Professional Services Agreement  
General Terms and Conditions**

5. Unless prohibited by law or governing authority, in the event that the Consultant receives a request from any person or entity other than the Client for a document, computerized information, audio or videotape, CD, DVD, or any other record in the Consultant possession pursuant to this Agreement, notify the Client promptly and submit the request to the Client for direction on how to comply with Florida's Public Records Law. The Consultant shall allow the Client to inspect the requested record to advise the Consultant if any material therein is exempt or confidential and therefore subject to redaction.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: 727-397-5538, EMAIL: [townclerk@redshoresfl.com](mailto:townclerk@redshoresfl.com)**

**OR BY MAIL: Town of Redington Shores**

**17425 Gulf Blvd.**

**Redington Shores, FL 33708**

[This space was left intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Michael S. McGowan  
Town of Redington Shores

Paul Taylor  
Tidal Basin Government Consulting, LLC

By: Michael S. McGowan  
As its: Town Administrator  
Date: 04/04/25

By: Paul Taylor  
As its: Vice President, State/Local/Commercial  
Date: 4/4/2025

Ratified at the 5-14-2025 Regular Commission Meeting

By: Thomas Kapper  
Thomas Kapper  
As its: Mayor of The Town of Redington Shores

Date: 5/14/25



## **Emergency Professional Services Agreement General Terms and Conditions**

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### **EXHIBIT A – Scope of Work**

Consultant will provide Staff Augmentation Services to support the Client with the surge of permitting work following Hurricane Helene and Hurricane Milton and as described in the Quote, submitted to Town of Reddington Shores by Tidal Basin on or about April 2, 2025, attached hereto and incorporated to this Exhibit A.

**[Intentionally left blank. Quote to follow.]**

# **ITEM G.1.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Public Entity Resolution with Valley Bank

With changes in staff and elected officials, our authorized signers need to be updated with Valley Bank. A Resolution, adopted by the Board of Commissioners, is required to update the Town's authorized signers.

Accounts to be updated at Valley Bank include:

- Capital Projects Fund
- Sewer Fund
- General Fund



RES 02-2025

Branch: 861 Government Services  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Bank Representative: 3901 Gary Mele  
\_\_\_\_\_  
Signature

**PUBLIC ENTITY RESOLUTION**

I, Margaret Cary, the undersigned, being duly elected or appointed and acting as the Interim Administrator of Town of Redington Shores ("Public Entity"), located at 17425 Gulf Blvd, Redington Shores FL 33708 organized and existing under the laws of the State of Florida, hereby certify to Valley National Bank ("Valley") that at a meeting of the Board of Trustees or such other governing body (the "Governing Board"), as may be authorized or required by law to designate depositories and to transact, or delegate the authority to transact, the financial business of the Public Entity, duly called and held on the \_\_\_\_\_ day of May, 2025, in accordance with all applicable laws and organizational documents, the following resolutions were duly adopted, and that the said Resolutions have not been revoked or amended and remain in full force and effect.

**RESOLVED:**

1. Valley National Bank, located and authorized to do business in Florida, is hereby designated as a depository of this Public Entity.
2. The INTERIM ADMINISTRATOR, MAYOR, COMMISSIONER DIST 1, COMMISSIONER DIST 2, COMMISSIONER DIST 3, COMMISSIONER DIST 4  
(Indicate by Title person(s) authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)  
of the Public Entity, or any one of them, is/are hereby authorized to open a bank account or accounts from time to time with Valley for and in the name of the Public Entity with such title or titles as he/she or they may designate.
3. Until the further order of the Governing Board, pursuant to Paragraph 11 hereof, the maximum amount which may be kept on deposit at Valley at any time is N/A, provided, however, that Valley shall have no duty to determine whether the balances on deposit at any time exceed such maximum amount or to take any action with regard to these deposits.
4. The INTERIM ADMINISTRATOR, MAYOR, COMMISSIONER DIST 1, COMMISSIONER DIST 2, COMMISSIONER DIST 3, COMMISSIONER DIST 4  
(Indicate by Title person(s) authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)  
of Public Entity, signing SINGLY  
(For purposes of signing items, indicate, e.g., singly, any two, etc.)  
and their successors and any other person authorized by statute, regulation or court order on behalf of the Public Entity ("Authorized Person(s)") is/are hereby authorized to sign, by hand or by facsimile (including, but not limited to, electronically generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter collectively referred to as "Items(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; or (2) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal by wire, computer or other electronic means (now existing or hereafter developed), of funds, credits, items or property at any time held by Valley for account of the Public Entity ("Instructions").
5. The INTERIM ADMINISTRATOR, MAYOR, COMMISSIONER DIST 1, COMMISSIONER DIST 2, COMMISSIONER DIST 3, COMMISSIONER DIST 4  
(Indicate by Title person(s) authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)  
of the Public Entity, is/are hereby authorized without further action of this Governing Board to execute the Valley form entitled "Funds Transfer Agreement", thereby designating one or more individuals, whether or not such individuals be designated as "Authorized Persons", for the purpose of the verification of payment orders and issuance of written confirmations.
6. Valley is hereby authorized to honor and pay items, whether signed by hand or by facsimile (including, but not limited to, electronically generated signatures(s)). In the case of facsimile signatures, Valley is authorized to pay any Item if the signature resembles the specimens filed with Valley by the Public Entity, regardless of how or by whom such signature was affixed and whether or not the form signature used on such Item was actually prepared by or for the Public Entity. Valley is further authorized to honor and pay Depository Transfer Checks, ACH Debits, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

7. Valley is hereby authorized to accept for deposit, for credit, for collection, or otherwise, items whether or not endorsed by any person or by stamp or other impression in the name of the Public Entity without inquiry as to the circumstances of the endorsement or lack of endorsement or the disposition of the proceeds.
8. The Public Entity agrees to be bound by the "All About Your Accounts – Account Disclosures", currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreement, such as, but not limited to, funds transfer agreements and security procedures delivered or made available to Public Entity from Valley, and by all notices posted at the office of Valley at which the account of the Public Entity is maintained, or on a website that Valley maintains or participates in, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.
9. The INTERIM ADMINISTRATOR, MAYOR, COMMISSIONER DIST 1, COMMISSIONER DIST 2, COMMISSIONER DIST 3, COMMISSIONER DIST 4  
(Indicate by Title person(s) authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)
- of the Public Entity or any one or more of them is/are hereby authorized to act for the Public Entity in all other matters and transactions relating to any of its business with Valley including, but not limited to, the execution and delivery of any agreements or contracts necessary to affect the foregoing Resolutions.
10. Valley is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring any of these Resolutions.
11. Each of the foregoing Resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification by presentation of new Resolutions and Valley's Signature Card Form shall be received by Valley, provided that such notice shall not be effective with respect to any revocation or modification of said authority until Valley shall have had reasonable opportunity to act following receipt of such notice and shall not be effective with respect to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice.
12. The INTERIM ADMINISTRATOR, MAYOR, COMMISSIONER DIST 1, COMMISSIONER DIST 2, COMMISSIONER DIST 3, COMMISSIONER DIST 4  
(Indicate by Title person(s) authorized, e.g. Supervisor, Chief Fiscal Officer, etc.)
- Or any other officer of the Public Entity is hereby authorized and directed to certify, under the seal of the Public Entity or not, but the like affect in the latter case, to Valley the foregoing Resolutions, the names of the officers, Authorized Persons and other representatives of the Public Entity and any changes from time to time in the said Officers, Authorized Persons and representatives and specimens of their respective signatures. Valley may conclusively assume that persons at any time certified to be officers, Authorized Persons or other representatives of the Public Entity continue as such until receipt by Valley of written notice to the contrary.
13. The authority given hereunder shall be deemed retroactive and any and all acts hereunder performed prior to the passage of these Resolutions are hereby ratified and approved.

I CERTIFY that there is no provision in the statutes applicable to, or organizational documents of, the Public Entity limiting the power of the Governing Board to pass the foregoing Resolutions, and that the same are in conformity with the provisions of said statutes and organizational documents.

I FURTHER CERTIFY that the persons designated by the Public Entity as "Authorized Persons" on the Bank's Signature Card Form currently on file with Valley National Bank: (1) if officers of the Public Entity, have been duly elected or appointed to and now hold the offices in the Public Entity set forth opposite their respective names, and (2) if not officers of the Public Entity, are current employees who have been designated and empowered, in accordance with all proper procedures relating to the delegation of authority of the Public Entity, to exercise such authority as is provided for in these Resolutions or on the Valley National Bank Signature Card Form as is set forth opposite their respective names.

NAME	TITLE	SIGNATURE
MARGARET CAREY	INTERIM ADMINISTRATOR	
TOM KAPPER	MAYOR	
DOUGLAS HARR	COMMISSIONER DIST 1	
CYNTHIA HOYT	COMMISSIONER DIST 2	
ERIN SCHOOS	COMMISSIONER DIST 3	
LARRY MAYNARD	COMMISSIONER DIST 4	

IN WITNESS WHEREOF, I have hereunto set my hand as INTERIM ADMINISTRATOR of the said Public Entity this  
\_\_\_\_\_ day of May, 2025.

\_\_\_\_\_  
Signature

MARGARET CAREY

\_\_\_\_\_  
Name

INTERIM ADMINISTRATOR

\_\_\_\_\_  
Title

Attest (Second Officer)

[To be attested to if the person executing these Resolutions is also  
a signatory on the Public Entity's account(s)]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

# **ITEM G.2.**





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

Date: June 11, 2025

To: Board of Commissioners

From: Margaret Carey, Interim Town Administrator/Town Clerk

Re: ORD 2025-02 – Amending Code for Curfew Definitions

As beach communities prepare for the July 4<sup>th</sup> holiday, important considerations regarding protection of property, community safety, and anticipation of potential threats are discussed. Recently the Indian Shores Police Department hosted a community meeting where they discussed issues that have occurred in the past regarding unsupervised juveniles gathering in large crowds. Last year, they caused substantial damage at Constitution Park.

The juvenile curfew in Indian Shores is 10pm and Redington Shores is 11pm. This makes it difficult for law enforcement as minors travel from one town to the next. To address that concern, Attorney Eschenfelder amended the code to specify the July 4<sup>th</sup> Holiday curfew as 10pm to match Indian Shores.

The proposed amendment is presented for your consideration.

## **ORDINANCE 25-02**

### **AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 71-1 (CURFEW DEFINITIONS); MAKING RELATED FINDINGS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 71 of the Redington Shores Town Code, addressing a juvenile curfew, dates to Ordinance 77-2, adopted on March 1<sup>st</sup> 1977; and

**WHEREAS**, in 2023, the Town adopted Ordinance 23-04 to substantially update Chapter 71 for the first time since 1977; and

**WHEREAS**, while the 2023 ordinance providing significant updates to the Town's curfew rules to account for changes in statutory and case law, changes in the makeup of the Town's residential, business and tourist mix, and recommendations from law enforcement based on modern experiences and trends such as social media event posts, the Redington Shores Town Commission (the Commission) finds that a need exists to further protect youth from harm and victimization, to protect the safety and well-being of the youth, and to reduce crime and violence committed by unsupervised youth; and

**WHEREAS**, in particular, the Town's police department has informed the Town that since it provides enforcement services to both the Town and the neighboring Town of Indian Shores, it has witnessed a repeated trend on Independence Day where crowds of youth shift from Indian Shores (which has a 10 p.m. curfew) to Redington Shores (which has an 11 p.m. curfew), and that this differentiation has caused difficulty in uniform enforcement, and has caused unruly crowds of youth to simply shift south on Independence Day holidays once the earlier curfew comes into effect; and

**WHEREAS**, youth are peculiarly vulnerable to being victims of crime such as homicide, robbery, assault and battery, and sexual offenses. Youth are generally smaller than adults, less likely to be in possession of a weapon, and less able to defend themselves; and

**WHEREAS**, youth are perceived to be easier targets by those persons inclined to commit violent crimes, a vulnerability is generally increased during late night hours because persons who are inclined to commit crimes of violence can do so with a lower risk of apprehension, because there is often little or no parental or adult supervision under such circumstances; and

**WHEREAS**, youth are also less likely to perceive the imminent risk of becoming the victim of a violent crime, and are under an additional threat of sex crimes because of perception that youth are less likely to be believed if they report having been the victim of a sex crime; and

**WHEREAS**, most parents make every reasonable effort to protect their children from the dangers of crime and make informed choices as to what to allow their children to do; and

**WHEREAS**, notwithstanding those efforts, parents cannot always maintain control of their children, and children at times fail to obey parentally-imposed curfews and can fail to be truthful to their parents about what they are doing during evening hours out of the home;

**WHEREAS**, parental oversight of youth can also be impaired by the fact that some single parents must work during evening or night hours, leaving their children in an unsupervised or under-supervised setting during these hours; and

**WHEREAS**, residents of the Town, including parents of minor children, as well as business owners and managers in the Town have asked the Town to develop a lawful balanced means of assisting them in both reducing the risks to children who are out and unsupervised during nighttime hours, and in reducing the negative effects of unsupervised children being out at night, including vandalism, theft, public urination, underaged consumption of alcohol or unlawful narcotics, and disturbance of the peace; and

**WHEREAS**, the Town of Redington Shores, being a beautiful beachfront community with properties offering short term rental opportunities, has for years seen increases in the number of non-resident youth in the Town during holidays, school/college/university breaks, and during vacation season, resulting in numerous unsupervised youth congregating on the Town's beach, sidewalks, and business locations open during evening hours, during which times vandalism, theft, public urination, underaged consumption of alcohol or unlawful narcotics, public intoxication, fighting, disturbance of sea turtle nesting areas, and general disturbances of the peace are too often occurring; and

**WHEREAS**, congregation of youth in front of or within businesses during evening hours impedes the ability to customers to freely access and patronize such businesses; and

**WHEREAS**, congregation of youth on sidewalks within the Town during evening hours impedes the free flow of persons using those sidewalks for their intended purpose; and

**WHEREAS**, the Town is situated within Pinellas County, the most densely populated county in Florida, and within easy driving distance for youth traveling from Pasco, Manatee and Hillsborough Counties; and

**WHEREAS**, these geographic regions include several major colleges and universities, as well as school districts with some of the highest levels of student populations, all of which release their students for extended seasonal breaks during the same weeks each year; and

**WHEREAS**, the Town's Chief of Police (the Chief) has reported that in prior years, his department has made many attempts to work with the short-term rental properties in the Town with the goal of having those property owners/managers play a more active role in overseeing the activities of minors staying at their properties; and

**WHEREAS**, the Chief has reported that despite such efforts, a trend has continued whereby the owners/managers will approve short-term renting to an apparent adult online, only to have the rental occupied solely by minors, and where these minors then use social media posts and group messaging tools to move in large groups to avoid curfew enforcement efforts; and

**WHEREAS**, the Chief has reported that given the historical consistency of such activities, and the growing prevalence of vacation rental properties in the Town, the foregoing activities is projected to occur again in 2025 and in subsequent years; and

**WHEREAS**, the Town of Redington Shores is a small municipality with limited resources available to combat the unruly behavior of unaccompanied juveniles which impairs the health, safety and welfare of the public, including the minors involved, thus, coordinated enforcement efforts are important to accomplish where possible; and

**WHEREAS**, Article VIII, § 2(b) of the State Constitution provides that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Florida Statutes § 877.25 authorizes counties and municipalities to enact curfew ordinances regulating the presence of youths in public places and establishments which provide restrictions more stringent or less stringent than the curfew established by the Legislature in Florida Statutes § 877.22 (the model curfew statute); and

**WHEREAS**, in *State v. J.P.*, 907 So.2d 1101, 1115-16 (Fla. 2004), the Florida Supreme Court (finding the juvenile curfew ordinances of the cities of Pinellas Park and Tampa were unconstitutional), ruled that strict scrutiny applies to such ordinances, that juveniles had fundamental rights to privacy and freedom of movement, and that the ordinances burdened those rights because the ordinances did not contain sufficient exceptions to ensure minors would be allowed to exercise their rights to engage in core First Amendment activities, to engage in interstate travel, and to go to and from valid places of employment; and

**WHEREAS**, it is the intent of the Town Commission to adopt this Ordinance for the protection of the general public, including minors, by establishing a limited curfew in the Town during certain hours of the day or night under certain circumstances, in a manner which will protect the fundamental constitutional rights of youth and parents by setting out a body of regulations and standards which are narrowly tailored so as to advance public interests deemed by the Town Commission as compelling, which shall conform with requirements set out by the Florida Supreme Court in *State v. JP*, and guidelines of other State and Federal Courts, as well as meeting all requirements of the Constitutions of the United States and the State of Florida; and

**WHEREAS**, the Town Commission has conducted a public hearing on this Ordinance at which it heard from the Police Department, property owners and residents, and all other interested parties whether those parties were in support of or opposed to the regulations set forth in the Ordinance; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the Town, and the health, safety and welfare of its residents, visitors and businesses, to adopt this Ordinance.

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

**Section 1.** Redington Shores Town Code § 71-1 is hereby amended as follows:

**Sec. 71-1. Definitions.**

For the purposes of this chapter, the following words shall be defined as follows:

*Direct route* means the shortest reasonable path to travel to reach a final destination without any detour or stop along the way.

*Emergency* means an unforeseen combination of circumstances which results in a situation that requires immediate attention to care for or prevent serious bodily injury, loss of life, or significant property loss. The term "emergency" includes, but is not limited to, a fire, a natural disaster, or an automobile accident.

*Establishment* means a privately-owned place of business to which the public is invited, including, but not limited to, a place of entertainment.

*Guardian* means:

- (1) a person who, under court order, is the guardian of the person of a youth,
- (2) a court appointed person or agency acting in the role of a parent, or
- (3) a person who is not a parent and who has legal custody of the youth by court order.

*Holding location* means a place designated by the police chief to which a youth taken into custody for a violation of this article may be delivered to await pickup by a parent or by juvenile authorities.

*Law enforcement officer* means any sworn law enforcement officer under the direction of the police chief or sheriff.

*Legal guardian* means a person to whom lawful custody has been given by a court order.

*Legal holidays* shall be understood to include those holidays designated in Florida Statutes § 683.01.

*Operator* means any individual, firm, association, partnership, or corporation operating, managing, or conducting any business or establishment. The term includes the members or partners of any association or partnership and the officers of a corporation.

*Parent* means a person who has care and control of a youth as a natural, adoptive or stepparent, and includes a person who is:

- (1) a court-appointed guardian of another person; or

- (2) a person at least 18 years of age and with written authority from a parent or court-appointed guardian to have the care and custody of another person.

*Private place* means any property or place, whether privately or publicly owned, to which the general public does not have access and a right to enter or remain for business, recreation, entertainment or otherwise.

*Public place* means any property owned or controlled by the town, the county, the state or other governmental entity, to which the general public has access and a right to enter or remain for business, recreation, entertainment, or other lawful purpose.

*Remain* means to:

- (1) Linger or stay unnecessarily in a particular place; or
- (2) Fail to leave premises when requested to do so by a duly authorized law enforcement officer or the owner, operator, or other person in control of the premises.

*Semi-public place* means any privately-owned or privately-operated real property (including any structure thereon) to which the general public has access and a right to enter or remain for business, recreation, entertainment, or other lawful purpose, and includes any common area of any condominium or housing complex, any vacant lot or vacant or abandoned building, and includes but is not limited to any store, shop, restaurant, tavern, theatre, parking lot, alley, road, or shopping center.

*Supervising adult* means a person who is at least 18 years of age and is authorized to have care and control of the youth and who, by virtue of the youth's parents or guardians' authority, is responsible to watch and direct the activities of the youth while the youth is in the care and control of said person.

*Swale* means the low tract of land in front of or between houses or other properties often used for drainage of stormwater.

*Youth* means any unemancipated or unmarried person under the age of 18.

*Restricted hours or Youth curfew hours* mean:

Sunday – 11:00 p.m. until Monday 5:00 a.m.  
Monday – 11:00 p.m. until Tuesday 5:00 a.m.  
Tuesday – 11:00 p.m. until Wednesday 5:00 a.m.  
Wednesday – 11:00 p.m. until Thursday 5:00 a.m.  
Thursday – 11:00 p.m. until Friday 5:00 a.m.  
Friday – 11:00 p.m. until 6:00 a.m.  
Saturday – 11:00 p.m. until 6:00 a.m.  
Legal holidays – 11:00 p.m. until 6:00 a.m.  
July 3<sup>rd</sup> through July 5<sup>th</sup> – 10:00 p.m. until 6 a.m.

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

**Section 3.** Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

**Section 4.** If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

**Section 5.** The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section 6.** Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

**ADOPTED ON FIRST READING** on the 11<sup>th</sup> day of June, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

**ADOPTED ON SECOND AND FINAL READING** on the 25<sup>th</sup> day of June, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

**Attest:**

\_\_\_\_\_  
Tom Kapper, Mayor Commissioner

\_\_\_\_\_  
Margaret Carey, Town Clerk



# **ITEM G.3.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Resident Volunteer Advisor – Sewer Projects

Commissioner Maynard has suggested that a volunteer from the community serve as an advisor for town sewer projects.

**ITEM H.7.**



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

Date: June 11, 2025  
To: Board of Commissioners  
From: Mike Pafumi, Public Works Supervisor  
Re: Public Works Department – May Monthly Report

**Routine daily activities conducted by the Public Works Dept.**

- Daily check of 4 the town lift stations to ensure proper function.
- Daily emptying of dog waste cans within the community.
- Ensuring bus stop trash receptacles are emptied.
- Checking and ensuring all town storm drains are clear of debris.
- Assisting town hall staff with routine duties and citizen requests for service.
- Weekly raking of the beach with the beach tractor and rake.
- Lawn cutting / landscaping of all town parks, medians and easements.

**Activities for May, not including normal daily activities:**

- Poles and sunshade at Constitution Park replaced. Awaiting delivery and installation of monkey bars to reopen playscape.



- Beach access at 17710 Lee Ave. is complete.



- Beach access at 17720 Gulf Blvd. (La Vistana) is close to completion. Fence/railing have arrived and expect installation the week of June 9.
- **The access will be closed until completion.**



- Reclaimed water leak at 17495 1<sup>st</sup> Street East has been repaired. Sidewalk repair is complete. FINALLY!!



- Sod installed at dog park on 174<sup>th</sup> Ave East.





- Landscaping repair continues at Nature Park.



- Sidewalk repaired at Nature Park



#### **Pending/ upcoming projects.**

- Light poles and lights installed in gravel lot. Suncoast Electrical. Expected start date of 06/06/2025.
- Repair of tennis court lighting equipment.
- Sod/ sprinkler installation at the park on 176<sup>th</sup> Terrace Dr. East awaiting The County to install reclaimed water meter.

#### **Storm Response**

**05/27/2025 FEMA site inspection of Constitution Park, Nature Park and damaged beach accesses was completed and submitted for approval.**



**ITEM H.8.**



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

Date: June 11, 2025

To: Board of Commissioners

From: Margaret Carey, Interim Town Administrator/Town Clerk

Re: Monthly Update – Town Administrator's Report

Here are the highlights from May 12 – June 6

Week of May 12, 2025

- Planned the annual Flood Insurance Workshop with Melissa, securing partnership with Indian Shores.
- Zoom call with our FEMA and FDEM reps to discuss the status of current FEMA grant requests for Debby, Helene, and Milton. Rafael and continued to gather invoices and documents.
- Worked on CRS recertification with Rafael.
- Attended Florida Department of Emergency Management (FDEM) training in Clearwater for emergency management communications with Mike Pafumi and Commissioners Harr and Hoyt.
- Coordinated with accountants to prepare invoices and documentation ahead of the annual audit scheduled for 5/19.
- Submitted two LMS projects for HMGP grant consideration (utility undergrounding and stormwater).
- Met with Public Works staff to discuss ongoing repairs at Constitution Park and the beach accesses.

Week of May 19, 2025

- Auditors commenced our annual Town audit.
- Memorial Day preparation (flags on poles, flags to be lowered, social media posts, etc.).
- Public Works began the rehabilitation of Nature Park.
- The beach access at Misty Isles (17710 Lee Ave) was completed.
- Mike Pafumi and Rafael attended the Pinellas County Public Works meeting for storm season preparation.
- Suzi and Melissa completed records retention projects, sending 20 boxes offsite.
- Supervisor of Elections performed their annual ADA inspection of the voting space at the Town Hall.
- Connie returned from her leave.

#### Week of May 26, 2025

- Mike Pafumi met with 3 FEMA site inspectors who were here to assess the damaged beach access points and parks for our FEMA reimbursement claim.
- Attended the BIG-C meeting in Treasure Island.
- Submitted final documentation to FDEM to close out the Hurricane Debby FEMA reimbursement claim.
- Attended the Indian Shores PD Condo Association meeting to prepare for July 4<sup>th</sup>. ISPD will be stepping up patrols and increasing law enforcement presence during the 4<sup>th</sup> of July weekend.
- Worked on CIP plan and budget planning.

#### Week of June 2, 2025

- Hosted the Flood Insurance Workshop with presenter Kim Harr. It was well attended
- Rafael and I attended WebEOC training online with Pinellas County. I secured access to the WebEOC portal to be able to enter missions (requests for resources) during an emergency event.
- Worked on FEMA reimbursement documentation.
- Worked on CRS recertification.
- Attended the variance hearing (2/2 variances approved)
- Met with the Building Official to discuss mailing condemnation letters. The letters will be updated with new dates and mailed next week.