



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
WEDNESDAY, JULY 30, 2025 - 6:00 P.M.
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPEARANCES AND PRESENTATIONS

E. OLD BUSINESS

F. NEW BUSINESS

1. Town Manager Employment Agreement with Margaret Carey
2. ORD 2025-03 Renaming the Town Administrator Position to Town Manager – 1st Reading

G. MISCELLANEOUS

H. ADJOURNMENT

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

ITEM F.1.



Town of
Redington Shores
Nature's Beach

Date: July 30, 2025
To: Board of Commissioners
From: Melissa Fultz, Deputy Town Clerk
Re: Town Manager Agreement

Margaret Carey was selected for the Town Manager position at the July 16, 2025 Special Meeting. Ms. Carey and Mayor Kapper met to discuss the terms of the employment agreement. The agreement which has been approved by the Mayor and the candidate has been reviewed by Attorney Eschenfelder is presented for Commission consideration and final approval.

EMPLOYMENT AGREEMENT

This Employment Agreement (the Agreement) is made and entered into this **30th day of July, 2025** (“Effective Date”), by and between the **Town of Redington Shores**, a Florida municipal corporation, and **Margaret Carey**, as follows:

WHEREAS, § C-13(B)(1) of the Charter of the Town of Redington Shores (TOWN) authorizes the Town Commission (COMMISSION) to “appoint and remove a Town Manager who shall oversee the administrative affairs of the Town, subject to such regulations and duties as are established for the position by the Commission”; and

WHEREAS, § 1-20(A) of the Town Code provides that the COMMISSION is authorized to establish the position of Town MANAGER, and to thereafter contract with and appoint a qualified individual to serve in such position at the sole will and pleasure of the COMMISSION; and

WHEREAS, § 1-20(B) of the Town Code provides that the Town MANAGER shall serve as the chief administrative officer of the Town and shall be responsible for directing, coordinating and managing the administration of the Town’s business, as performed through the town’s employees and contractors; and

WHEREAS, § 1-20(C) of the Town Code provides that the Town MANAGER 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; and

WHEREAS, the COMMISSION solicited qualified applicants for the position of Town Manager and, after reviewing and interviewing candidates, selected Margaret Carey (MANAGER) to be Town Manager, subject to final contract negotiation; and

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

WHEREAS, the COMMISSION has reviewed and approved of the terms and conditions negotiated Agreement; and

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

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

SECTION I – DUTIES and POWERS

TOWN employs MANAGER to act as Town Manager for the Town of Redington Shores, with the powers, duties and responsibilities set forth in the laws of the state of Florida and the laws and policies of the TOWN, including but not limited to the powers and duties § 1-20 of the Town Code, the duties set forth in the Town’s Personnel Policy Manual, and the duties set forth in the most current edition

of the Town Manager job description adopted by the COMMISSION (as same may be revised from time to time), as well as such other legally-permissible and proper duties, assignments and functions as the COMMISSION shall from time to time assign.

SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE

A. Term of Service: The MANAGER shall begin service on **Thursday, July 31st 2025** (the Start Date), and shall serve as Town MANAGER for an initial three (3) year term, ending at 11:59 p.m., Monday **July 31st 2028**, or until this Agreement expires or is terminated earlier by either Party as provided for herein.

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

1. *Termination by the COMMISSION:*

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

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

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

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

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

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

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

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

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

SECTION III – COMPENSATION

A. Initial Salary:

1. MANAGER's initial annual salary shall be **\$130,000.00** per year, commencing on the Start Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the COMMISSION. Notwithstanding any other provision of this Agreement related to performance reviews, the COMMISSION agrees to review MANAGER's performance at the end of ninety (90) days from the Effective Date and to discuss whether MANAGER's performance warrants an increase in salary based on the performance during that period.

2. To the extent the COMMISSION approves a general (cost of living) salary increase for all Town employees in any given budget year, MANAGER'S annual salary will increase at the same time and at the same percentage rate as other Town employees. The MANAGER is not eligible for any merit pay or bonus not provided for herein. Any merit-based increase must be expressly approved by the COMMISSION by amendment of this Agreement.
- B. Professional Dues, Travel and Job-Related Expenses:
1. The TOWN shall pay for the MANAGER'S membership in the ICMA and FCCMA throughout the term of this Agreement, and will pay for or reimburse the MANAGER for the cost of such professional conference(s) she may determine are of the most value to the TOWN, up to an annual amount of \$1,000.
 2. Where the COMMISSION has directed the MANAGER'S attendance at meetings on TOWN business occurring outside of Pinellas County, the TOWN shall pay MANAGER'S travel and per diem expenses, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided by law or adopted alternative Town travel expense policy. Where the MANAGER'S travel outside of Pinellas County is to voluntarily attend courses, institutes, or seminars related to the MANAGER'S professional development, the MANAGER will pay for such expenses from her own funds.

SECTION IV - BENEFITS

- A. Life Insurance: TOWN shall make available life insurance coverage options to MANAGER on the same basis as other regular full-time employees of the TOWN.
- B. Health Care Insurance: TOWN shall make available medical and dental care coverage to MANAGER on the same basis as other employees of the TOWN. MANAGER shall pay any premiums and deductibles required of other full-time employees participating in the same health plan level as MANAGER.
- C. Disability Insurance: The TOWN shall make available disability insurance coverage options to MANAGER on the same basis as other regular full-time employees of the TOWN (if such coverage is offered).
- D. Annual/Vacation Leave: Beginning on the Start Date, the MANAGER shall be entitled to accrue annual/vacation leave at the same rate and on the same basis as other full-time employees of the TOWN. Upon expiration or termination of this Agreement, or upon termination not for cause of the MANAGER, MANAGER may be entitled to the payout of accumulated and unused annual leave only to the extent other full-time employees of the TOWN would be entitled to such payout as provided for in the Town's Personnel Policy Manual.
- E. Sick Leave: Beginning on the Start Date the MANAGER shall be entitled to accrue sick leave at the same rate and on the same basis as other full-time employees of the TOWN. Upon expiration or termination of this Agreement, or upon termination not for cause of the MANAGER, MANAGER may be entitled to the payout of accumulated and unused sick leave only to the extent other full-time

employees of the TOWN would be entitled to such payout as provided for in the Town's Personnel Policy Manual. To the extent the TOWN'S employees should ever become covered employees, as defined by the FMLA, the MANAGER shall be deemed to be a "key employee" for purposes of determining the Parties' rights under that law.

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

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

SECTION V – PERFORMANCE APPRAISAL

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

The COMMISSION may also elect to conduct an out-of-cycle review and appraisal of the job performance of MANAGER if, in its sole discretion, it determines such review is warranted. Reviews and appraisals shall generally be in accordance with the COMMISSION'S performance appraisal criteria, and shall be based upon the MANAGER'S performance of her duties, her conduct, and her accomplishment of such goals and performance metrics established by the COMMISSION during the rating period. Such goals and performance metrics may be added, revised or deleted from time to time as the COMMISSION determines is in the best interests of the Town.

Nothing herein shall preclude the MANAGER from individually soliciting periodic feedback from the COMMISSION, nor shall any individual member of the COMMISSION be precluded from sharing that member's views with the MANAGER as to the MANAGER'S performance at any time.

SECTION VI - OUTSIDE EMPLOYMENT/BUSINESS ACTIVITIES

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

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

residence in which she has an ownership interest.

SECTION VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

B. Residency: The MANAGER shall, at all times during the term of this Agreement, be a resident of, and shall actually live within, Pinellas County, Florida.

SECTION VIII - GENERAL PROVISIONS

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

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

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

D. The MANAGER acknowledges that her decision to enter into this Agreement is made freely and voluntarily, and that she has had the benefit of seeking independent legal counsel and had the opportunity to obtain financial planning expertise as she considered executing this Agreement.

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

Margaret Carey

Tom Kapper, Mayor-Commissioner

5/29/2025

Pinellas County City Manager Comps (FY25)

sorted by salary

City	Salary	Relocation	Vehicle (per mo.)	Population
Redington Shores	\$130,000.00			2164
Madeira Beach	\$140,000.00	\$10,000.00	\$500.00	3999
Indian Shores	\$143,639.00			1192
Indian Rocks Beach	\$159,300.00		\$300.00	3640
Town of Belleair	\$178,600.40		\$369.24	4495
Safety Harbor	\$185,400.00		\$500.00	16955
Treasure Island	\$190,000.00	\$20,000.00	\$500.00	6522
Seminole	\$194,431.91		\$500.00	19252
Oldsmar	\$196,446.38		\$500.00	14831
Gulfport	\$202,760.48		\$415.40	11655
Dunedin	\$216,694.40		\$500.00	35930
Largo	\$234,000.00	at cost w/in Largo	\$550.00	82248
Pinellas Park	\$238,596.02		\$417.00	53456
St. Pete Beach	\$240,000.00	\$20,000.00	\$550.00	8732
Clearwater	\$289,634.24	\$15,000.00	\$300/biweekly	116850

Pinellas County City Manager Comps (FY25)

sorted by population

City	Salary	Relocation	Vehicle (per mo.)	Population
Indian Shores	\$143,639.00			1192
Redington Shores	\$130,000.00			2164
Indian Rocks Beach	\$159,300.00		\$300.00	3640
Madeira Beach	\$140,000.00	\$10,000.00	\$500.00	3999
Town of Belleair	\$178,600.40		\$369.24	4495
Treasure Island	\$190,000.00	\$20,000.00	\$500.00	6522
St. Pete Beach	\$240,000.00	\$20,000.00	\$550.00	8732
Gulfport	\$202,760.48		\$415.40	11655

Oldsmar	\$196,446.38		\$500.00	14831
Safety Harbor	\$185,400.00		\$500.00	16955
Seminole	\$194,431.91		\$500.00	19252
Dunedin	\$216,694.40		\$500.00	35930
Pinellas Park	\$238,596.02		\$417.00	53456
Largo	\$234,000.00	at cost w/in Largo	\$550.00	82248
Clearwater	\$289,634.24	\$15,000.00	\$300/biweekly	116850

ITEM F.2.



Town of
Redington Shores
Nature's Beach

Date: July 30, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Manager / Town Clerk
Re: ORD 2025-03 Renaming the Town Administrator Position to Town Manager – 1st Reading

The updated 2025 Town Charter changed “Town Administrator” references to “Town Manager.” To maintain consistency with the Charter, Attorney Eschenfelder prepared this ordinance to amend the Town Code.

ORDINANCE NO. 25-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF REDINGTON SHORES, FLORIDA, RENAMING THE TOWN ADMINISTRATOR POSITION TO TOWN MANAGER; PROVIDING FOR CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on November 10th 2021, the Town Commission adopted Ordinance 21-08, which created Town Code § 1-20, creating the position of Town Administrator; and

WHEREAS, on March 11th 2025, the electors of the Town approved various amendments to the Town Charter set forth in Ordinance 24-04; and

WHEREAS, among the Charter changes approved by the electors was the adoption of Charter § C-13(B)(1), which provides that “[t]he Town Commission shall be responsible for the proper administration of all affairs of the Town, and to that end its powers shall be [t]o appoint or remove a Town Manager who shall oversee the administrative affairs of the Town, subject to such regulations and duties as are established for the position by the Commission”; and

WHEREAS, inasmuch as the Town’s Charter now refers to the position of Town Manager, and to ensure all codes and procedures are in accordance with the Charter, the Town Commission finds that it is in the Town’s best interests to adopt the Town Code amendments set forth herein.

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

Section 1. Article III of Chapter 1 of the Redington Shores Town Code is hereby amended as follows:

ARTICLE III. – TOWN ~~MANAGER~~ADMINISTRATION

Sec. 1-20. – Town ~~Manager~~Administration.

- A. The town commission is authorized to establish the position of town ~~manater~~administrator, and to thereafter contract with and appoint a qualified individual to serve in such position. The town ~~manager administrator~~ shall serve at the sole will and pleasure of the commission.
- B. The town ~~manager 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 ~~manager 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 manager ~~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 manager ~~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 manager ~~administrator~~ determines are necessary to deliver town services and ensure town operations are effective and efficient.
- F. The town manager ~~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 manager ~~administrator~~ and, if necessary, to instruct the town manager ~~administrator~~ to take an alternative actions.
- H. The performance of the town manager ~~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 manager ~~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 manager ~~administrator~~'s professional development and development of town staff, the manager ~~administrator~~'s administration of the town's budget and finances, and the manager ~~administrator~~'s leadership and managerial performance.

Section 2. In any other place in the Redington Shores Town Code or Redington Shores Land Development Code wherein the term "town administrator" is used, the Codifier shall change that term to "town manager".

Section 3. For purposes of codification of any existing section of the Redington Shores Town 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 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 Town Code contained in Sections 1 and 2 of this Ordinance, and shall not codify the exordial clauses nor any other Sections of this Ordinance not designated for codification.

Section 6. 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 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 30th day of July, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

ADOPTED ON SECOND AND FINAL READING on the 13th day of August, 2025, by
the Board of Commissioners of the Town of Redington Shores, Florida.

Tom Kapper, Mayor

Attest:

Margaret Carey, Town Clerk