



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING  
WEDNESDAY, JULY 9, 2025 - 6:00 P.M.**

**AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. CONSENT AGENDA**

1. **MINUTES** – Approval of: June 11, 2025 Regular Meeting, June 25, 2025 Special Meeting, June 25, 2025 Workshop, June 25, 2025 Budget Workshop

**E. APPEARANCES AND PRESENTATIONS**

1. Chief Clint Belk, Madeira Beach Fire Rescue Update
2. Chief Bill Schobel, Seminole Fire Rescue Update
3. Chief Lee Ann Holroyd, Indian Shores PD Update

**F. OLD BUSINESS**

1. Condemnation Letter Update

**G. NEW BUSINESS**

1. Auditors to Present Submitted Audit for Year End September 30, 2024
2. Approval of payment of the Duke and Spectrum BCEs to initiate the Utility Undergrounding Project
3. Consideration of the Gulf Beaches Library Budget
4. Consideration of a Special Magistrate Services Agreement
5. Piggyback Contract for Stormwater Project
6. Proposed Redistricting
7. Proposed Moratorium on Certain Property Maintenance Codes

**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. Building Department
9. Town Administrator

**I. MISCELLANEOUS**

Special Meeting – Wednesday, July 16, 2025 – 6:00 P.M.  
Special Budget Meeting – Wednesday, July 23, 2025 – 6:00 P.M.  
Workshop Meeting – Wednesday, July 30, 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 E.1.**



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

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July 3, 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 June 2025.

**SINGLE DEPARTMENT CALLS**

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF SINGLE UNIT CALLS
Medical Incident	0	0	20	20
Fire Incident	0	0	1	1
Fire Incident	0	0	2	2
Support (Fire)	0	0	1	1
Support (Medical)	0	0	1	1
				<b>TOTAL 25</b>

**MULTI-DEPARTMENT CALLS**

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF MULTI UNIT CALLS
Fire Alarm	1	1	1	1
Medical Incident	1	1	2	2
Rescue Incident	1	1	1	1
				<b>TOTAL 4</b>

**GRAND TOTALS**

	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL UNITS
TOTAL RESPONSES BY DEPARTMENT	3	3	29	35
				<b>TOTAL EMERGENCY CALLS 29</b>

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

Sincerely,  
*Trish Eaton*  
Assistant to the Fire Chief

# **ITEM F.1.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Unfit Structures / Condemnation Letters

At the April 30, 2025 Workshop, this item was presented to the Commission and was approved to proceed. The first round of letters had a compliance deadline of July 3, 2025.

The second round of letters are being prepared to send out and will mark the "First Notice of Violation." An example letter is attached,

#### BACKGROUND INFORMATION

June 1<sup>st</sup> marked the beginning of our 2025 hurricane season, and we are now 8 months post-Milton. To remain consistent with other local communities and to comply with our town code, it is time to address compliance cases where NO PERMITS have been requested for storm mitigation.

Failure to obtain a permit indicates one of two things:

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

Restoration of the home without permit or inspection poses a risk to the Town and the public. These homes may contain fire hazard due to faulty or damaged electrical wiring or devices. They may also contain molds, mildews, or bacteria on or in the walls, creating a biohazard. Failure to mitigate framing members damaged by termites or replacing damaged members incorrectly may create future structural damage. Failure to mitigate the storm damage is similar to doing work without a permit. Molds, mildews and bacteria grow quickly in the warmer months. Electric wiring will corrode then arc, creating a fire hazard.

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

A courtesy letter was mailed in June and was the first step to begin the process to make these homes safe. The letter was successful in bringing some of our homeowners into compliance.

However, there are still approximately 100 Redington Shores homes still not in compliance. It is the intention of the Building Department to follow the town code until full compliance is achieved.

Recommendation: I recommend a Commissioner discussion with input from the Town Attorney regarding the aforementioned process, before moving forward with the mailing of the second round of letters.



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

FIRST NOTICE OF VIOLATION

July 10, 2025

«AddressBlock»

Dear Resident:

In 2024, Hurricanes Helene and Milton caused damage to virtually every building in our town. Your home «**Full\_Street\_Address**» sustained damage and to date there has been no action to make your home safe, secure or sanitary. This is hazardous to you and to our community. We understand addressing this matter can seem difficult, but ***we have staff here to help you.***

Failure to bring your home into compliance with Town of Redington Shores building codes (Article III of Chapter 103) has resulted in a determination that the property is unfit and unsafe. This is your initial notice of violation. You must apply for required permits by **August 2, 2025**, to remediate your home and complete required inspections. Failure to do so will result in the Town acting on your behalf and remediating or demolishing your home at your expense.

This notice will be delivered to the owner of record and other interested parties as set forth in section 103-74.

To avoid these actions, please contact the Town Building Department immediately in person, by phone at 727-397-5538 or by email: [bldgdept@redshoresfl.com](mailto:bldgdept@redshoresfl.com) to begin the permitting process to bring your home into compliance. ***We want to work with residents to build back our community.***

Best regards,

Rob Peebles  
Building Official of Redington Shores

# **ITEM G.1.**

*Documents will be distributed at the meeting.*



# **ITEM G.2.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator / Town Clerk  
Re: Payment of Binding Cost Estimates for the Utility Undergrounding Project

At the June 25, 2025 Workshop, Mark Porter, Utility Consultants, presented an update on the Utility Underground Project.

In order to begin the project, the Town must first pay Duke and Spectrum the Binding Cost Estimate (BCE) totals.

This is a request for Commissioners to approve payment of the following BCEs:

- **Duke \$3,795,678.86** (BCE attached)
- **Spectrum \$243,412.16** (invoice will be submitted to Accounting with payment request. Spectrum will email the invoice once I send them confirmation the Town is moving forward with the project.)

BACKGROUND INFORMATION

**Project Scope:** Underground existing Duke and Spectrum facilities on the west side of Gulf Blvd. within the town limits from 174<sup>th</sup> Avenue E to 183<sup>rd</sup> Terrace Drive. Duke Energy to perform all their construction; similarly, Spectrum will also perform their construction.

**Grant/Reimbursement:** \$2,394,223.00 from Penny for Pinellas

**Budget:** This project was budgeted in the 24/25 FY budget in the amount of \$2.5M

**Funding - Additional Information:** Penny for Pinellas, HMGP grant, Investment Account

**Next Steps:**

- Pay BCE to Duke: \$,795,678.86M
- Pay BCE to Spectrum: \$243,412.16
- Submit grant request to Pinellas County (Penny for Pinellas program)
- Submit grant request to HMGP (this grant was applied for and is pending approval)

- Collect easements for affected properties

**Important Deadline:** The final cutoff date for grant reimbursement is September 30, 2026. If we miss this deadline the Town will forfeit the \$2.3M of Penny money.

**Recommendation:** Staff recommends paying the Duke and Spectrum BCEs as soon as possible to secure the cost and get in the queue. The process is quite lengthy.

February 11, 2025

Mike McGlothlin  
Town of Redington Shores  
17425 Gulf Blvd  
Redington Shores, FL 33708

RE: *Binding cost estimate to west side of Gulf Blvd – From 174<sup>th</sup> Avenue East to 183<sup>rd</sup> Terrace Drive*

Dear Ms. Henderson:

Thank you for submitting your request to Duke Energy. The purpose of this proposal is to provide a binding cost estimate for the area you have identified. The effective date of this proposal is February 11, 2025. This cost estimate is based on current labor and material rates and is valid for 180 days. Requests beyond that period will require review and adjustments as needed.

**Project Scope**

Underground the existing Duke Energy electrical facilities on the west side of Gulf Blvd within the town limits from 174<sup>th</sup> Ave E to 183<sup>rd</sup> Terrace Dr. Duke Energy to perform all the construction. Details to be provided on Schedule 1 of the Agreement.

**Binding Cost Estimate**

The binding cost estimate for the area identified above is: \$ 3,795,678.86

**Proposal Assumptions**

This cost estimate is based on standard construction methods, utilizing directional boring. Below is a non-inclusive list of assumptions used in calculating this estimate:

- All underground facilities to be located in private property easements, not in the right of way. Easements to be obtained by customer at no cost to Duke Energy.
- Does not include cost to underground joint users, such as telephone and cable television.
- Does not include cost for restoration of any street, right of way, easement, private property or pavement reconstruction that may be necessary as a result of the construction. This cost only includes the backfilling the affected area to safe condition.
- Does not include costs associated with new streetlights.
- Does not include cost to replace existing meter can to accept new underground service.
- Does not include any survey work that may be required to identify right of way and easements.
- Duke Energy's design does not guarantee construction feasibility in the field until a constructability review is completed.

**Next Steps**

Following is a high-level list of next steps if you wish to proceed with this project.

	Task	Responsible Party
1	Gather cost estimates from all other joint utilities (Telephone, cable television, etc...)	Applicant
2	Obtain easements to install facilities and locate equipment	Applicant with support from Duke Energy
3	Coordinate customer obligations and possible outages	Applicant with support from Duke Energy
4	Sign and approve agreements required by Duke Energy. Provide payment to Duke Energy prior to construction start.	Applicant
5	Schedule and complete conversion	Duke Energy / Other utilities

Enclosed is a copy of the Duke Energy Tariff that applies to these types of projects as well as a copy of the "Underground Conversion Agreement Based on a Binding Cost Estimate" contract that will need to be approved and signed by all parties should you decided to proceed. Also enclosed is a breakdown of the facility charges per the Duke Energy Tariff for your reference.

If you would like to proceed with this project, please contact me at the email address above. We appreciate your business and look forward to providing you with excellent customer service.

Sincerely,

*Miriam Tucker*

Miriam Tucker  
Project Manager  
Power Grid Operations

Enclosures

## Facility Charges per Tariff Section 12.05(2)

<b>Project Name</b>	Redington Shores - Gulf Blvd - West Side
<b>Location</b>	Redington Shores
<b>Substation</b>	Oakhurst - J226
<b>Date</b>	2/11/2025

		Current tariff
<b>a) Remaining Net Book Value</b>		\$ -
Of existing overhead facilities to be removed*		
<b>b) Removal Cost</b>		\$ -
Of existing overhead facilities*		
<b>c) Salvage Value</b>		\$ -
Of existing overhead facilities*		
<b>d) Construction Cost of Underground</b>		\$ 5,079,806.11
Estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers		
<b>e) Construction Cost of Overhead</b>		\$ (1,105,305.41)
Estimated construction cost of overhead facilities Including overhead service drops to customers' meters		
<b>f) Cost Estimate Fee</b>		\$ (5,295.00)
Qualifying binding cost estimate fee		
<b>g) Lifecycle Operations Costs</b>		\$ (173,526.84)
The net present value of the lifecycle operational costs differential including storm restoration		
<b>Total Charges</b>		<b>\$ 3,795,678.86</b>

**Total credits applied to project: \$ (1,284,127.25)**

*\* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.*

**PART XII****CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION  
FACILITIES****12.01 DEFINITIONS:**

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Duke Energy Florida, LLC
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

**12.02 GENERAL:**

- (1) Application:

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.
- (2) Applicant Request:

An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:

  - (a) the area(s) being sought to be undergrounded;
  - (b) a list of all electric customers affected;
  - (c) an estimated time frame for undergrounding to be accomplished;
  - (d) details of any construction by the Applicant; and
  - (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

(Continued on Next Page)

**12.03 INSTALLATIONS NOT COVERED:**

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(B) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

**12.04 COST ESTIMATE FEES:**

- (1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

- (2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

**SCHEDULE OF BINDING COST ESTIMATE FEES**

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

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**12.05 CONSTRUCTION CONTRACT:****(1) GENERAL:**

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

**(2) FACILITY CHARGE:**

Charge =	a) Remaining net book value of existing overhead facilities to be removed*;
plus,	b) removal cost of existing overhead facilities*;
minus,	c) salvage value of existing overhead facilities*;
plus,	d) estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
minus,	e) estimated construction cost of overhead facilities including overhead service drops to customers' meters;
minus,	f) qualifying binding cost estimate fee.
plus/minus,	g) the net present value of the lifecycle operational costs differential including storm restoration.

\* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

**3) CONSTRUCTION BY APPLICANT:**

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at Applicant's sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be added to the original binding estimate.

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**(4) OTHER TERMS AND CONDITIONS****(a) Easements:**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

**(b) Scheduling, Clearing, and Grading:**

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

**(c) Restoration:**

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

**(d) Other Joint Users on the Company Poles:**

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

**(e) Affected Electric Customers:**

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

**(f) Damage to the Company's Underground Facilities:**

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in Applicant's employ, but also to Applicant's subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

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**UNDERGROUND CONVERSION AGREEMENT BASED ON A BINDING COST ESTIMATE**

**THIS UNDERGROUND CONVERSION AGREEMENT** (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between Duke Energy Florida, LLC, d/b/a Duke Energy ("DE") and \_\_\_\_\_ (the "Applicant"). DE and the Applicant shall be referred to individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Applicant desires to have DE relocate and replace certain of its existing overhead distribution lines and related facilities with new underground distribution lines and related facilities, all as noted in the Work Request, which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, DE is willing to relocate and replace the aforesaid existing overhead facilities with the new facilities set forth in the attached Work Request ("Facilities") at the locations set forth more specifically in the attached Work Request ("Cable Route"); and

**WHEREAS**, Applicant has paid a deposit in the amount of \$\_\_\_\_\_ ("Deposit") and requested a binding estimate ("Binding Cost Estimate") of the total cost it will be responsible to pay DE for the Relocation Work (as that term is defined below); and

**WHEREAS**, DE has provided Applicant with the Binding Cost Estimate (in the amount referenced in Article 7 below) and in consideration of DE's performance of the Relocation Work, Applicant agrees to pay DE the Binding Cost Estimate as it may be adjusted in accordance with the terms of this Agreement below;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, DE and the Applicant hereby agree as follows:

**ARTICLE 1. RECITALS**

The foregoing recitals are true and correct and are a part of this Agreement.

**ARTICLE 2. DEFINITIONS**

**"Additional Work"**- Shall mean the additional work to be performed by DE with respect to this underground conversion project beyond the Relocation Work, as said Additional Work may be authorized by the Parties in accordance with the terms of this Agreement.

**"Additional Binding Cost Estimate"**- Shall have the meaning given to it in Article 9 of this Agreement.

**"Additional Deposit"**- Shall have the meaning given to it in Article 9 of this Agreement.

**"Agreement"**- Shall mean this Underground Conversion Agreement entered into between the Parties.

**"Applicant"**- Shall mean the counter party to DE under this Agreement as noted in the above first paragraph of this Agreement.

**"Applicant Delay"**- Shall have the meaning given to it in Article 8 of this Agreement.

**"Binding Cost Estimate"**- Shall have the meaning given to it in the recitals above and in Article 7 of this Agreement.

**"Cable Route"**- Shall have the meaning given to it in the recitals above.

**"CPR"**- Shall have the meaning given to it in Article 17 of this Agreement.

**"Deposit"**- shall have the meaning given to it in the recitals above.

**"Effective Date"**- Shall be the date entered in the above first paragraph of this Agreement.

**ISSUED BY:** Lori Cross, Manager, Regulatory Services - Florida

**EFFECTIVE:** \_\_\_\_\_

“Facilities”- Shall mean the facilities specifically described and detailed in the Work Request.

“Final Price”- Shall have the meaning given to it in Article 7 of this Agreement.

“Final Statement”- Shall have the meaning given to it in Article 7 of this Agreement.

“Force Majeure”- Shall have the meaning given to it in Article 14 of this Agreement.

“Notice to Proceed”- Shall mean duly authorized and executed written notice given by the Applicant to DE requesting DE to proceed with the Relocation Work (or Additional Work, if any) under the terms and conditions of this Agreement.

“Party”- Shall mean any single party to this Agreement.

“Parties”- Shall mean both parties to this Agreement.

“DE”- Shall mean Duke Energy Florida, LLC.

“Relocation Work”- Shall mean only that work which is specifically described and detailed in the Work Request and Article 4 of this Agreement.

“Work”- Shall mean the Relocation Work and the Additional Work.

“Work Request”- Shall mean the documents attached to this Agreement as Exhibit A.

### **ARTICLE 3. CONDITIONS PRECEDENT**

3.1 Notwithstanding any other provision hereof to the contrary, this Agreement and the rights and obligations of the Parties set forth herein are expressly subject to and contingent upon:

- A. Applicant securing all required easements and rights-of-way for the performance of the Relocation Work;
- B. Applicant receiving funding adequate for the payment of all costs and expenses that will be due and owing by Applicant to DE under this Agreement, and the Applicant providing reasonable evidence to DE that Applicant has received or otherwise secured such funding;
- C. The issuance by governmental agencies of all required permits and approvals necessary for the performance by both Parties under this Agreement;
- D. Applicant paying DE all funds that are required by this Agreement to be paid prior to DE beginning the Relocation Work; and
- E. Applicant obtaining written confirmation from all affected DE customers agreeing to accept underground service upon customer's property.

3.2 In the event the conditions in this Article have not been fulfilled or satisfied within \_\_\_\_ days of the Effective Date of this Agreement, either Party may terminate this Agreement upon written notice to the other Party with no obligation or liability under this Agreement to the other Party resulting from such termination (other than DE's right to retain the Deposit), or the Parties may mutually agree upon an extension of time within which such conditions may be met. Notwithstanding anything herein to the contrary, DE shall not be required to proceed with the Relocation Work unless and until the above noted conditions precedent have been satisfied or mutually waived in writing by the Parties. Further, notwithstanding anything herein to the contrary, it is the intention of the Parties that the provisions of this Article 3 also shall apply to any Additional Work, so that the Parties' rights and obligations with respect to any such Additional Work is expressly subject to and contingent upon the satisfaction of the conditions set forth above within \_\_\_\_ days of the date of the amendment authorizing such Additional Work, and failing which either Party may terminate the subject amendment upon written notice to the other Party with no obligation or liability under this Agreement or that amendment to the other Party resulting from such termination (other than DE's right to retain the Additional Deposit, if any), or the Parties may mutually agree upon an extension of the time within which such conditions may be met.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_

**ARTICLE 4. DE'S SCOPE OF WORK**

4.1 In consideration of the payments by Applicant of the amounts set forth in Article 7 below, DE shall provide (except to the extent excluded in the Work Request) the following as part of the Relocation Work:

A. Dismantle and at DE's discretion salvage or dispose of existing overhead distribution lines and facilities which will be replaced by the Facilities;

B. Design, permit, install and test the Facilities within the designated locations in the Cable Route;

C. Install, by directional bore, open-trench or such other means or methods as DE may determine in its sole discretion, all new primary and secondary cable, wire, conduit and appurtenances;

D. Perform all Relocation Work in accordance with applicable laws, including locating, positioning and installing (at DE's sole discretion) switchgear, pad-mounted transformers, service pedestals, pull boxes, and other related distribution equipment in accordance with the National Electrical Safety Code and other applicable industry standards, if any;

E. Modify existing DE distribution facilities located outside the Cable Route boundary as determined by DE in its sole discretion for connection to the Facilities;

F. To the extent authorized in the Work Request and to the extent the Applicant has obtained the necessary consents of the residential service users to the conversion, coordinate with such users and convert affected residential service laterals from overhead to underground;

G. Procure and maintain such insurance as DE may determine in its sole discretion is appropriate to cover property damage, personal injury and general liability of DE and its contractors, if any, arising out of or relating to their performance of the Relocation Work;

H. Provide reasonable notice to DE's customers regarding planned interruptions of electric service occasioned by the Relocation Work; and,

I. Maintain a safe work site in compliance with applicable laws, rules and safety standards pertaining to installation of the Facilities.

4.2 The above noted provisions also shall apply to and be deemed a part of any Additional Work hereafter authorized by the Parties in accordance with the terms set forth herein, except to the extent otherwise expressly noted in the applicable amendment.

**ARTICLE 5. APPLICANT'S RESPONSIBILITIES**

The following are Applicant's responsibilities, to be provided or satisfied by Applicant at no cost to DE:

A. Within \_\_\_\_\_ days of the Effective Date, Applicant shall provide a Notice to Proceed for the Relocation Work to DE, and shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the Relocation Work and the delivery of utility services thereafter by DE. Subject to the other terms of this Agreement, upon receipt of the Notice to Proceed, DE shall commence with the performance of the Relocation Work. DE shall notify Applicant, in writing, when DE believes it has received all necessary easements and rights-of-way for the Relocation Work to be obtained and provided by Applicant;

B. With respect to any Additional Work authorized by the Parties in accordance with the terms set forth herein, each amendment authorizing any such Additional Work shall address the date by when Applicant is to provide a Notice to Proceed for the subject Additional Work, as well as the date by when Applicant shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the subject Additional Work and the delivery of utility services thereafter by DE. DE shall notify Applicant in writing when DE believes it has received all necessary easements and rights-of-way for the subject Additional Work to be obtained and provided by Applicant. Subject to the other terms of this Agreement and the applicable amendment, DE shall not commence performance of the subject Additional Work until all conditions to be fulfilled by Applicant as to that Additional Work have been satisfied and DE has received Applicant's Notice to Proceed for that subject Additional Work;

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: \_\_\_\_\_

C. The Applicant shall cooperate and assist DE's permitting efforts with respect to the Work and shall not take any action (or fail to take any action required of it) that violates the conditions of any permits and approvals from any applicable governmental entities so as to allow DE to: (a) relocate the Facilities within the Cable Route, (b) cross any federal, state, or local highway or cross any rail lines or corridors along the Cable Route necessary to relocate the Facilities, and (c) otherwise perform the Work as planned by DE;

D. With respect to all easements and rights-of-way to be provided by Applicant, it is Applicant's responsibility to clear, survey, stake, and grade to within six inches of final grade, at no cost to DE, all such easements and rights-of-way. All such clearing, surveying, staking and grading must be accomplished by Applicant so as to cause no delay to DE's performance of the Work. Accordingly, as part of its clearing and grading obligation hereunder, Applicant is responsible for all removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and all other improvements or utilities located within the easements and rights-of-way to be provided by Applicant, at no cost to DE, all such removal and restoration work located within the easements and rights-of-way to be performed so as to cause no delay to the performance of the Work by DE;

E. Applicant shall provide traffic management along affected roadways within the Cable Route;

F. Applicant is responsible for making all arrangements necessary with all other utilities or joint users of DE's above ground facilities (including telephone and cable) to remove their equipment and facilities at no cost to DE and in a manner and schedule so as not to delay DE's performance of the Work. Applicant shall acquire all contracts or agreements required to provide for the timely removal of all such joint users' equipment and facilities, and provide a copy of all such contracts and agreements to DE upon request from DE;

G. Applicant is responsible for ensuring that DE's distribution facilities are not damaged, destroyed or otherwise disturbed during the performance of Applicant's responsibilities hereunder. This obligation extends not only to Applicant's employees, but also to any contractors, subcontractors, consultants or agents of Applicant. Applicant is responsible for the full cost of repairing any such damage, destruction or disturbance; and

H. Applicant is responsible for making all necessary arrangements with all affected DE customers to prepare their premises and service entrance in a timely manner for underground service, so as not to delay DE's performance of the Work. All such consents, arrangements, and preparations shall be provided by Applicant at no cost to DE.

#### **ARTICLE 6. TERM**

The Term of this Agreement shall commence upon the Effective Date and shall continue until the end of the period set forth in Article 8, unless terminated earlier by a Party in accordance with the terms set forth herein.

#### **ARTICLE 7. PRICE AND PAYMENT TERMS**

A. DE has provided Applicant, and Applicant has accepted, the Binding Cost Estimate of DE's costs to perform the Relocation Work in the amount of \$\_\_\_\_\_, which is the price to be paid by Applicant for the Relocation Work performed by DE under this Agreement, subject to adjustment for the Final Price in accordance with the provision of this Article.

B. The Binding Cost Estimate shall be paid by Applicant in accordance with the Payment Schedule attached hereto and incorporated herein as Exhibit B. With respect to any Additional Work authorized hereunder, the compensation to be paid DE for such Additional Work, including the payment of any Additional Deposit and Additional Binding Cost Estimate amount for such Additional Work, shall be made by Applicant in accordance with the terms set forth in the subject amendment authorizing that Additional Work.

C. Because the Binding Cost Estimate is only for the Relocation Work to be performed by DE, it does not cover the costs associated with Applicant's performance of its responsibilities with respect to this Project, which costs include the cost of: (a) conversion of customers' meter bases to accommodate underground service, (b) an underground street lighting system, (c) easement acquisition; (d) restoration of landscaping, sprinkler system sidewalks, road pavement and other existing improvements within the required easements or rights-of-way, and (e) underground conversion or relocation of other utilities' facilities (telephone, cable, etc.).

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_



D. The Parties acknowledge that the Binding Cost Estimate and any Additional Binding Cost Estimate(s) are based on estimates of the various cost components that comprise the Relocation Work and Additional Work, and that the actual cost of the Work subject to the Binding Cost Estimate and Additional Binding Cost Estimate(s) may be more or less than the amounts reflected in the Binding Cost Estimate and applicable Additional Binding Cost Estimates. Within approximately ninety (90) days following the completion of the Work, DE shall furnish to Applicant an itemized statement signed by an authorized representative of DE setting forth the actual final costs of the Work ("Final Statement"). The sums of the final actual costs of the Relocation Work plus the Additional Work (if any) is the final price to be paid hereunder by Applicant to DE ("Final Price"); provided, however, in no event may a sum of more than 10% above the Binding Cost Estimate for the Relocation Work or a sum of more than 10% above the Additional Binding Cost Estimate for any particular Additional Work, be included in the Final Price amount. If the sum of all payments theretofore made by Applicant for the Work (including the Deposit and any Additional Deposits) is less than the Final Price, Applicant shall pay the remaining balance to DE within thirty (30) days after presentment of the Final Statement by DE. If the sum of such payments made by Applicant for the Work is greater than the Final Price, DE shall refund the difference to Applicant within thirty (30) days after the presentment of the Final Statement. If Applicant objects to any of the amounts reflected in the Final Statement, Applicant shall provide DE with written notice of same, stating in detail the objections Applicant has to the Final Statement. Applicant shall provide that written notice within fourteen (14) calendar days of receiving the Final Statement. All items in the Final Statement not expressly objected to by Applicant in writing within said fourteen (14) day period shall be deemed accepted by Applicant as being final and binding, without any further right to challenge or appeal such items.

E. If Applicant fails to pay any amount owed DE hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further, if Applicant fails to make any undisputed payment owed DE hereunder within five (5) business days of receiving written notice from DE that such payment is past due, DE may suspend performance of all or any portion of the Work until such past due amounts have been paid in full. Any such suspension shall be deemed an Applicant Delay (as defined in Article 8 below) and Applicant shall be liable for all costs and damages incurred by DE as provided in Article 8.

#### **ARTICLE 8. WORK SCHEDULING**

A. Upon DE's receipt of Applicant's Notice to Proceed and the satisfaction or mutual waiver of the conditions precedent set forth in Article 3 above, DE will commence performance of the Relocation Work.

B. DE shall endeavor to complete the Relocation Work by \_\_\_\_\_, as said date may be extended for reasons beyond the fault or control of DE.

C. DE may utilize contractors in the performance of the Work, but such use of contractors shall not relieve DE of any of its obligations under this Agreement. Any such contractor shall not be considered a contractor to Applicant and Applicant shall not enter into any contracts directly with any such contractors during the term of this Agreement regarding any work associated with the conversion project anticipated under this Agreement.

D. If the Work falls behind schedule: (i) for reasons due to a Force Majeure event (as defined in Article 14) or any other reason not due to the fault or beyond the control of DE, its contractors, agents or employees; (ii) as the result of the actions or inactions of Applicant, its contractors, employees or agents ("Applicant Delay"), or (iii) as a result of the actions or inactions of any third parties, the time period referenced in Section 8.B above shall be extended for each such day of delay. Further, in the event of any such delay, DE, at its sole discretion, may accelerate the performance of the Work to mitigate the impact of such delay on the schedule. To the extent the delay is attributable to an Applicant Delay; Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such delay. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE. If the delay is due to any reason other than an Applicant Delay or the fault or neglect of DE, Applicant shall have the right to request DE to accelerate its performance of the Work, to the extent commercially reasonably

possible, in an attempt to mitigate the impact of the delay upon the schedule. Provided, however, DE shall perform such requested acceleration work only if the Parties reach written agreement upon the scope and the time and compensation adjustment for such acceleration work, which agreement shall be in the form of an amendment to this Agreement, and the acceleration work shall be deemed Additional Work hereunder. Until such amendment is executed by the Parties, DE shall have no obligation to accelerate its performance of the Work as a result of any such delay. If the Work falls behind schedule for reasons attributable to the fault or neglect of DE, its contractors, agents or employees, DE shall, to the extent commercially reasonably possible and as Applicant's sole and exclusive remedy for any such delay, accelerate its performance of the Work in an attempt to mitigate the impact of such delay upon the schedule, at no increased cost to Applicant.

#### **ARTICLE 9. ADDITIONAL WORK**

Any Additional Work to be performed by DE beyond the Relocation Work with respect to this underground conversion project must be authorized by a written amendment to this Agreement executed by both Parties. DE shall not be required to perform any Additional Work except to the extent a mutually acceptable amendment is executed by the Parties that sets forth the scope, compensation, schedule and other relevant terms concerning such Additional Work. To the extent the Additional Work involves the underground conversion of overhead facilities owned by DE that are not included within the scope of Relocation Work, Applicant may request DE to provide a binding estimate for the cost of such Additional Work ("Additional Binding Cost Estimate"). In the event that Applicant makes such a request, Applicant shall be required to pay an additional deposit ("Additional Deposit") in an amount to be mutually agreed to by the Parties. If the Parties fail to reach agreement on the Additional Deposit or Applicant otherwise fails to pay the Additional Deposit, DE shall not be required to provide the Additional Binding Cost Estimate. In the event an Additional Binding Cost Estimate is provided by DE for certain Additional Work, but the parties fail to reach agreement on the amendment for such Additional Work within 180 days from the date the Additional Binding Cost Estimate is provided to Applicant, besides not being required to perform such Additional Work, DE shall retain the Additional Deposit as compensation for preparing and providing the Additional Binding Cost Estimate. Notwithstanding anything herein to the contrary, in the event Applicant requests DE to perform additional underground conversion work beyond the scope of the Work then authorized by this Agreement, DE shall have the right to require any such work be performed pursuant to a new and separate agreement between the Parties.

#### **ARTICLE 10. DIFFERING SITE CONDITIONS; INSPECTIONS BY THE APPLICANT**

A. DE shall stop the performance of the Work and immediately notify Applicant, if any of following differing or changed site conditions is discovered:

1. Subsurface or latent physical conditions in the Cable Route differing materially from those anticipated by DE in preparing its Binding Cost Estimate or Additional Binding Cost Estimate, as applicable; or
2. Other conditions, differing materially from those reflected in any information or documents concerning site conditions provided to or obtained by DE or of a nature not ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

B. As soon as practical after such notice, DE shall provide Applicant a written notice including a general description of any such differing or changed site conditions, a determination of whether DE can proceed with the Work despite such conditions and, if so, whether such conditions will cause an increase or decrease in the cost of, or the time required for, performance of the Work. Upon receipt of any such notice, and if DE has determined it can proceed with the Work, Applicant may either (i) request the Work to proceed, in which event, all increased and additional work incurred by DE in response to the differing or changed conditions shall be deemed Additional Work subject to the terms of Article 9 above, (ii) request DE to otherwise modify the scope of the Work to avoid the cost of the differing or changed conditions on terms mutually acceptable to both Parties, or (iii) request DE to discontinue the Work and demobilize its work force. Applicant shall issue its request in writing to DE as soon as possible, but in any event, within five (5) business days from its receipt of the notice. In the event Applicant exercises its right under (iii) above, it shall be considered a termination for convenience by Applicant and DE shall determine the Final Price based on the Work performed, including DE's reasonable demobilization costs. The Parties acknowledge that any costs associated with differing or changed site conditions are separate and not included in the Binding Cost Estimate or any Additional Binding Cost Estimate.



C. The discovery of hazardous material within the Cable Route, not specifically identified in either the Work Request or applicable amendment with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this Article. If hazardous materials are discovered, DE shall give prompt notice to Applicant of such discovery and stop that portion of the Work affected by such materials, and DE shall not recommence such portion of the Work until Applicant, at no cost to DE, has removed or otherwise neutralized such hazardous materials to DE's satisfaction. Any such suspension of the Work being deemed an Applicant Delay, with Applicant being responsible for all costs and damages as provided in Article 8 above. To the maximum extent permitted by law, Applicant agrees to indemnify, defend and hold DE and its contractors, employees and agents harmless from any cost, expense, damage, claim, liability, obligation, demand, loss, cause of action, or suit arising out of or relating to any such hazardous materials encountered during the performance of the Work, except to the extent such hazardous materials were brought onto the Cable Route by DE or its contractors, employees or agents. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Applicant reserves the right during the performance of the Work to conduct, at its own expense, reasonable field inspections to verify compliance of the Work with the requirements of this Agreement, provided, however, that any such inspections by Applicant shall be conducted in a manner so that they do not unreasonably interfere with or delay the performance of the Work. Applicant shall promptly notify DE in writing of any Work that is incomplete or otherwise fails to comply with this Agreement. Any such Work that the Parties mutually agree to be non-compliant or incomplete shall be corrected by DE.

#### **ARTICLE 11. WARRANTY**

A. In the event that DE uses its own employees to perform such portions of the Work performed under this Agreement, DE warrants only that such Work hereunder shall be performed with that degree of skill and care which is customarily exercised in the industry by experienced firms with respect to work of a similar or like nature. In the event that DE hires a contractor to perform a portion of the Work required hereunder, DE makes no warranties or representations concerning that Work, except DE agrees to assign the contractor's warranties, if any, to Applicant for such Work.

**B. EXCEPT AS EXPRESSLY STATED HEREIN, DE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER STATUTORY, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE WORK PERFORMED HEREUNDER. ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY WAIVED.**

#### **ARTICLE 12. INDEMNIFICATION**

Subject to the other terms of this Agreement, including the terms of Article 13 below, the Parties shall indemnify, defend and hold each other harmless from any and all claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury to or death of any person (including indemnitee's employees), and for damage to or destruction of property (including indemnitee's property), to the extent resulting from any or all negligent acts or omissions or willful misconduct of the indemnifying Party or anyone for whose acts that the indemnifying Party may be liable in connection with this Agreement. The indemnification, defend and hold harmless obligation shall survive the termination or expiration of this Agreement.

#### **ARTICLE 13. LIMITATION OF LIABILITY**

A. Notwithstanding anything in this Agreement to the contrary, in no event shall DE be liable for demands by Applicant for any incidental, indirect, special, consequential, exemplary, punitive, or multiple damages resulting from any claim or cause of action, whether brought in contract, tort, or under any other legal theory.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_

B. Notwithstanding anything in this Agreement to the contrary, DE's sole liability to Applicant for any non-conforming Work shall be to correct the defective Work, of which written notice must be given by Applicant to DE no later than seven (7) business days after such non-conforming Work is discovered or should have reasonably been discovered by Applicant. In any event, the aggregate liability of DE to Applicant arising out of or in connection with this Agreement shall not exceed the Final Price payable to DE for the Work performed hereunder.

#### **ARTICLE 14. FORCE MAJEURE**

A. Except for a Party's obligation to pay the other Party any sum of money owed it hereunder, neither Party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the Party claiming the event of Force Majeure event including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the Party claiming the Force Majeure event.

B. In the event that either Party is rendered unable, wholly or in part, by reason of an event of Force Majeure to perform any obligations set forth in the Agreement, other than an obligation to pay a sum of money owed hereunder by one Party to the other, then such Party shall give the other Party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected and the requirement that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

C. To the extent the Force Majeure event causes a delay or an increase in costs or expenses to DE, Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such Force Majeure event. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE.

#### **ARTICLE 15. NOTICE**

A. Unless otherwise stated herein, any notice required hereunder must be given in writing to the below-designated representative of each Party within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph B below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

B. The Parties' respective authorized representatives and mailing addresses are as follows:

DE:  
Duke Energy Florida, LLC  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Applicant:  
The \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

- C. Either Party may change its address or designated representatives for the receipt of notice, requests or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph A of this Article.

#### **ARTICLE 16. TERMINATION**

In the event either Party is unable to perform its obligations because of any Force Majeure as defined in Article 14 herein, the Party awaiting performance by the other Party may elect to terminate this Agreement by giving written notice to the non-performing Party if the Force Majeure exceeds one hundred twenty (120) days. In the event either Party is in default of any of its material obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting forth in detail the default. If the defaulting Party fails to commence to diligently and continuously cure such default within fourteen (14) days of receipt of the written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon giving the defaulting Party written notice of such termination. Within approximately ninety (90) days following any termination of this Agreement, DE shall furnish to Applicant the Final Statement referenced in Article 7 above setting forth the Final Price for the Work to be paid by Applicant, including DE's reasonable demobilization costs.

#### **ARTICLE 17. DISPUTE RESOLUTION**

Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. In such meetings and exchanges, a Party shall have the right to designate any information that a Party offers as confidential, and no designated confidential information exchanged in such meetings for the purpose of resolving a dispute will be used by a Party in litigation against another Party. If the matter has not been resolved by these individuals within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate mediation as provided hereinafter. The mediation proceeding shall be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

(1) if the Parties have agreed to pursue mediation but have not agreed within thirty (30) calendar days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

(2) efforts to reach a settlement shall continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding; provided, however, notwithstanding the foregoing, an impasse shall be deemed to have occurred if the Parties have failed to execute a written settlement within ninety (90) calendar days after the date the mediation proceeding was initiated by either Party.

If the Parties are unable to resolve the dispute and litigation proves necessary, either Party may initiate such litigation.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_

**ARTICLE 18. GOVERNING LAW AND VENUE**

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

**ARTICLE 19. ENTIRE AGREEMENT**

The Agreement constitutes the entire understanding between DE and Applicant relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

**ARTICLE 20. MODIFICATION**

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

**ARTICLE 21. WAIVER**

There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

**ARTICLE 22. SEVERABILITY**

In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

**ARTICLE 23. SURVIVAL OF PROVISIONS**

Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation including, but not limited to, all warranty, indemnification, and limitation of liability obligations.

**ARTICLE 24. CAPTIONS**

The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

**ARTICLE 25. REPRESENTATIONS AND WARRANTIES FROM APPLICANT**

25.1 Applicant represents and warrants as follows:

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_

A. Applicant is a [public body/association/company] duly formed, validly existing, and in good standing under the laws of the State of Florida with its principle place of business and chief executive offices at its address set forth herein.

B. This Agreement, including all Exhibits referenced herein, on execution, will constitute valid obligations of Applicant, enforceable in accordance with their terms. The consummation of the transactions or actions contemplated by this Agreement, and the performance of any of the terms and conditions of this Agreement, will not result in a breach of, or constitute a default in, Applicant's organizational documents or in any deed, deed of trust, covenant, restriction of record, note, loan agreement, credit agreement, bond or trust indenture, or any other agreement to which Applicant is a party or by which Applicant may be bound or affected. Applicant is not in default of any order of any court or any requirement of any governmental authority that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route.

C. This Agreement is not misleading, and fully and fairly states all material facts relevant to the matters with which it purports to deal. There is no fact of which Applicant is aware that Applicant has not disclosed to DE in writing that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route. Applicant has furnished DE with a true and complete copy of all documents relating to this Agreement.

D. Applicant holds or will hold within the time periods set forth in this Agreement for obtaining easements and rights-of-way necessary for the Work, full legal and equitable title to the easements and rights-of-way obtained and provided to DE for the Work. The terms and conditions of all new easements and rights-of-way to be provided by Applicant hereunder, shall be substantially similar to the terms and conditions of the original easements or rights-of-way for the existing overhead facilities being relocated hereunder, unless otherwise agreed to in writing by DE, in its sole discretion.

E. There are no actions, suits, or proceedings pending or, to the knowledge of Applicant, threatened, in any court or before or by any governmental authority against or affecting Applicant or any of the property along the Cable Route, which, if adversely determined, would have a material adverse effect on the property along the Cable Route or impair the ability of Applicant to complete its obligations under this Agreement, or which involve the validity, enforceability, or priority of this Agreement and any easements or rights-of-way for the Work, at law or in equity.

F. There are no governmental requirements prohibiting the use and operation of the property along the Cable Route for the Relocation Work. There are no, nor are there any alleged or asserted, violations of governmental requirements, law, regulations, ordinances, codes, permits, licenses, declarations, covenants, conditions, or restrictions of record, or other agreements relating to the easements and rights-of-way for or property along the Cable Route. Applicant has obtained or is not aware of any reason why it cannot obtain all necessary easements, rights-of-way, permits, licenses, consents, or approvals for performance of the Relocation Work.

G. DE will have adequate access to perform the Relocation Work. Further, the property along the Cable Route is not located in a flood zone as defined in the Flood Disaster Protection Act of 1973, as amended, and the property along the Cable Route is not located within wetlands as defined by any governmental authority, or where wetlands are located on the property along the Cable Route, they have been delineated and all required governmental approvals for the Relocation Work have been obtained by Applicant.

H. The Applicant warrants and represents that it has the legal authority and is duly authorized to enter into each and every provision within this Agreement and to abide by and comply with each and every provision in this Agreement.

25.2 The representations and warranties in this Agreement are made by Applicant as an inducement to DE to enter into this Agreement and Applicant understands that DE is relying on these representations and warranties. These representations and warranties shall survive any breach or default of this Agreement, any bankruptcy



proceedings involving Applicant, any termination of this Agreement, and any assignment or conveyance of this Agreement.

FOR REVIEW ONLY

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first above written.

***DUKE ENERGY FLORIDA, LLC D/B/A***

***DUKE ENERGY***

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
printed name

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

\_\_\_\_\_  
title

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: \_\_\_\_\_

# **ITEM G.3.**





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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator / Town Clerk  
Re: Gulf Beaches Library Budget FY2026

Each year the Town is presented with the following fiscal year budget for the Gulf Beaches Library. The new budget is attached. According to the Library, the budget is staying flat for next year and because our population had a slight decrease, we will be paying approximately \$397.00 less than the previous year.

Recommendation: Staff recommend approving the Gulf Beaches Library Budget for FY26.

# **Gulf Beaches Public Library Budget 2025-2026**

## **Township Allocations**

### **Population Stats:**

Madeira Beach 3,999

North Redington Beach 1,469

Redington Beach 1,373

Redington Shores 2,164

Treasure Island 6,522

**Total 15,527**

### **Percentages per City/Town:**

Madeira Beach:  $3,999/15,527 = 25.8\%$

North Redington Beach:  $1,469/15,527 = 9.5\%$

Redington Beach:  $1,373/15,527 = 8.8\%$

Redington Shores:  $2,164/15,527 = 13.9\%$

Treasure Island:  $6,522/15,527 = 42\%$

### **Calculation:**

Expenses Total: \$621,023.00 (From itemized budget sheet)

Minus revenue coming in: \$224,300. (PPLC and Copy Machine) is:

**\$621,023 - \$224,300. = \$396,723** (the proposed budget amount to be divided by towns)

### **Final Annual Dollar Amounts Due per City/Town:**

Treasure Island 42% of \$396,723 = **\$166,623.00**

Madeira Beach 25.8% of \$396,723 = **\$102,354.00**

Redington Shores 13.9% of \$396,723 = **\$55,144.00**

North Redington Beach 9.5% of \$396,723 = **\$37,688.00**

Redington Beach 8.8% of \$396,723 = **\$34,911.00**

## Gulf Beaches Public Library Budget 2025-2026 (with Comparison)

	Budget 2024-2025	Budget 2025-2026
<b>REVENUES</b>		
NOTARY	\$1,000	\$1,000
COPY MACHINE	\$3,300	\$3,300
PINELLAS PUB. LIB. CORP.	\$220,000	\$220,000
<b>EXPENSES</b>		
SALARIES AND WAGES w/ COLA	\$304,535	\$304,535
FICA	\$23,541	\$23,541
SEP	\$17,347	\$17,347
GROUP INSURANCE	\$31,765	\$31,765
WORKER'S COMPENSATION	\$900	\$900
SUTA, FUTA	\$85	\$85
PROFESSIONAL SERVICES	\$2,000	\$2,000
ACCOUNTING AND AUDITING	\$10,825	\$10,825
CONTRACTUAL SERVICE	\$8,825	\$8,825
DELIVERY/ILL BOOKS	\$800	\$800
TRAVEL AND TRAINING	\$2,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$5,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$35,000
BUILDING MAINTENANCE	\$18,500	\$18,500
GROUNDS MAINTENANCE	\$4,000	\$4,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$6,000	\$6,000
DUES AND SUBSCRIPTIONS	\$7,500	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$40,000	\$40,000
LIBRARY REFERENCE SOURCES	\$7,000	\$7,000
LIBRARY AUDIOBOOKS	\$4,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$6,000	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$20,000	\$20,000
COMMUNITY OUTREACH	\$3,000	\$3,000
<b>TOTAL EXPENSES</b>	<b>\$621,023</b>	<b>\$621,023</b>

**ITEM G.4.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Special Magistrate Agreement

The Town's Special Magistrate, Ernie Mueller, announced he must step down from his magistrate services because he accepted a new position which will take all of his professional time.

Magistrate Mueller has recommended Mr. Jorge Martin to assume providing services. Mr. Martin is already familiar with the Florida quasi-judicial and code enforcement processes and has sat in on a recent hearing of Mr. Mueller's to become acquainted with the Gulf Beaches. His resume and the contract are attached.

Recommendation: I recommend the approval of the Special Magistrate agreement, so that the Town does not have a break in service.

## **RESUME FOR JORGE MARTIN**

Juris Doctor Degree with Honors from the University of Miami School of Law conferred in May 1983

Member in good standing of The Florida Bar since October 1983

### **PROFESSIONAL EMPLOYMENT**

**JORGE MARTIN, P.A.**  
**d/b/a MARTN DISPUTE RESOLUTION**  
2021 to Present

Bar certified circuit court mediator and trained arbitrator.

**SENIOR ASSISTANT CITY ATTORNEY**  
**OFFICE OF THE CITY ATTORNEY OF THE CITY OF**  
**TAMPA, FLORIDA**  
April 1994 to November 2020

Participation and management of legal working groups providing legal services to the City's code enforcement, land use, real estate, affordable housing/financing divisions, and economic development sectors.

**FEDERAL DEPOSIT INSURANCE CORPORATION -**  
**LEGAL DIV. (FDIC) / RESOLUTION TRUST CORP.**  
1990-1994

Senior Attorney serving as in-house counsel for several thrift and banking institutions in Receivership or Conservatorship with the FDIC and RTC.

**DAVID M. KRAUSE, P.A.**  
1988-1990

Real Estate practice focused on residential development. General commercial, creditor rights and real estate litigation at trial and appellate levels.

**STUZIN & CAMNER, P.A.**  
1984-1988

General commercial litigation including the representation of Federal banking agencies at trial and appellate levels.

**LIGMAN, MARTIN, SHILEY & McGEE**  
1983-1984

General litigation with emphasis on the defense of security and dignitary tort cases.

### **EDUCATIONAL BACKGROUND**

**UNIVERSITY OF MIAMI SCHOOL OF LAW**  
Juris Doctor Degree, May 1983 with honors

**UNIVERSITY OF MIAMI SCHOOL OF ARTS & SCIENCES**  
B.A. Degree, June 1979  
Top Quarter of Class  
Cum Laude Honors/Deans List Honors  
National Golden Key Honor Society

## **AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES**

**THIS AGREEMENT** is made and entered into on the 9<sup>th</sup> day of July, 2025 (the “Effective Date”), by and between the Town of Redington Shores, a Florida municipal corporation (the Town) and Jorge Martin, with an address of 3204 Taragrove Dr., Tampa, FL 33618 (the Contractor), collectively referred to as the Parties, as follows:

**WHEREAS**, the Redington Shores Code of Ordinances provides for certain quasi-judicial code enforcement and land use matters to be heard before a Special Magistrate; and

**WHEREAS**, the Town periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Special Magistrate in order to ensure the Town has a sufficient number of Magistrates to provide such services where recusals or availability may require alternative assignment of cases; and

**WHEREAS**, the Town Commission has reviewed the qualifications of the Contractor to serve as Special Magistrate and finds the Contractor to be qualified; and

**WHEREAS**, the Commission finds that it is in the Town’s best interests to enter this Agreement with the Contractor to provide Special Magistrate services.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **1. Scope of Services.**

Contractor shall provide to the Town the following Special Magistrate services as the Town may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in Florida Statutes Chapter 162, and the Town Code (including its Land Development Code) related to the enforcement the Town Code and associated permits.
- When providing Special Magistrate services, the Contractor will be acting as a Town official performing a municipal police power function. Therefore, in the execution of his duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida’s Sunshine Law, the Public Records Law, Florida’s Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112), and Florida Statutes Chapter 162 (including compliance with the caselaw interpreting hearings conducted thereto).
- In performing as Special Magistrate, the Contractor must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code’s applicability to quasi-judicial officers serving as code enforcement Special Magistrates.

- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of the Town for any other matter during his term without the express prior approval of the Town Commission, after having consulted with the Town Attorney, after having reviewed the ethical considerations of such representation.
- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Contractor shall serve at the pleasure of the Town Commission, and shall not be deemed an employee of the Town.
- The Town will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the Town Administrator may assign the Town Clerk, or such other Town agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by Parties).
- Depending on the nature of the proceeding, the Town's case or legal arguments may, or may not, be presented by a Town employee (including an employed or contracted code enforcement officer or building official), or by an attorney from the Town Attorney's Office. Hearings will be conducted at **Town Hall, 17425 Gulf Blvd, Redington Shores, FL 33708**, unless the Town determines security or logistical considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.
- The scope of the Special Magistrate's jurisdiction and authority shall be set forth in the relevant Town Code, as further limited by relevant statutory or caselaw. The Special Magistrate shall not be entitled or empowered to rule upon legal questions not within his jurisdiction, including but not limited to ruling on the constitutionality of the Town Code, whether a portion of the Town Code is preempted by a federal or state law, or whether a Town employee or official acted in a constitutional manner or complied with any federal or state law. Notwithstanding the foregoing, the Special Magistrate will be authorized to rule on any defenses raised by a party subject to a citation or violation notice which are based on the application of facts to the Town Code, or which are founded on the Town's failure to adhere to the substantive or procedural terms of the Town Code, or of Florida Statutes Chapter 162.
- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control his hearing



room and the conduct of the proceedings according to the Judicial Cannons and Town Code (including any resolutions or administrative rules of procedure adopted by the Town relevant to the matter at issue).

- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Contractor. In the event the Town adopts a standard form or format for its quasi-judicial orders, the Contractor shall use such form or format.
- To ensure parties receive timely resolution of the matter, the Contractor shall, absent exceptional circumstances, render a final order or opinion within thirty (30) calendar days after closing the hearing and taking the matter under advisement. Unless a different process is required by a given portion of Town Code or state law, all final orders and opinions must be transmitted via email to the hearing clerk designated by the Town. The hearing clerk, not the Special Magistrate, shall then transmit the final order or opinion to the parties in the manner prescribed by law.
- The Contractor will, when performing services for the Town, be interacting with the Town's residents, business owners, employees and officials on a regular basis. The Contractor must, during all such interactions, dress in a professional manner befitting of his role, and must treat all such persons with professionalism and respect.
- The Contractor shall be entitled to communicate with the Town Attorney for the purposes of gaining an understanding of the contents and organization of the Town Code, the Town's code enforcement and appeals process, procedures and forms, and similar matters of general information. However, the Contractor shall not conduct *ex-parte* communications with the Town Attorney or any Town official with respect to a specific case, appeal, or other matter before him.
- The jurisdiction of the Special Magistrate is not exclusive. Code violations or appeals may be pursued by another lawful remedy at the option of the Town.
- Assignment of a matter to Contractor or any other contracted Special Magistrate shall be made by the Town-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Special Magistrate of the assignment and the identity of the party or parties, and shall provide a copy of the initial enforcement file (including the relevant citation and copies of such photographs and correspondence as may exist up to the date of the assignment) so the Contractor may review the party identities and basic facts to review for conflicts. Upon assignment, the Special Magistrate shall review the matter to ensure he does not have any ethical conflicts such as would require recusal. However, conflict check materials shall not be considered to be in evidence at a hearing, and it will be up to the parties to present their witnesses and documentary evidence formally at the hearing. The Special Magistrate shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.

- If Contractor determines prior to the hearing convening that recusal is required, he shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. If the Contractor convenes a hearing only to then determine that recusal is required, he shall recess the hearing and enter a formal order of recusal which the hearing clerk will transmit to the parties.
- The Town intends to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Special Magistrate who has heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to her/his/its case.

## **2. Term, Extension.**

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30<sup>th</sup> 2026. The Parties agree that unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1<sup>st</sup> 2026, for a renewal term through 11:59 p.m. of September 30<sup>th</sup> 2027. Thereafter, unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on October 1<sup>st</sup> 2027. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Town in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before him as Special Magistrate even if such conclusion extends past the termination date. Nor does any such termination relieve the Town of its obligation to pay all properly-submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

## **3. Payment**

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid \$210.00 per hour for all Special Magistrate services performed not more than forty-five (45) days after Contractor has submitted to the Town a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the Town as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated Town procurement codes or procedures applicable to resolution of vendor payment disputes.

#### **4. Amendments.**

This Agreement may only be amended by a written Amendment executed by both Parties.

#### **5. Severability.**

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

#### **6. Miscellaneous Terms.**

A. **Qualifications.** Contractor represents and warrants to the Town that he is lawfully entitled to provide the services required herein under the laws of the State of Florida, and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the Town, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the Town Administrator and Town Attorney in the event he has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. **Attorney Fees.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

C. **Immigration Compliance; E-Verify.** Contractor acknowledges that he is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(5), Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

**D. Indemnification, Preservation of Immunity.** Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

**E. No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

**F. Jurisdiction, Venue, Applicable Law.** In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal

court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

**G. Public Records.** In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the requesting Town 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 this chapter or as 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF REDINGTON SHORES, TOWN CLERK'S OFFICE, AT:**

**TELEPHONE: 727.397.5538**

**EMAIL: [townclerk@townofredingtonshores.com](mailto:townclerk@townofredingtonshores.com)**

**ADDRESS: 17425 Gulf Blvd, Redington Shores, FL 33708**

**H. Assignment and Subcontracting.** The Town has selected Contractor for his stated skills, resources, abilities and unique experience, as represented to the Town by Contractor's solicitation response and via other means. Contractor has represented to the Town that he has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its

intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the Town. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the Town Commission. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the Town pursuant to the provisions of this Agreement, or obligate Town to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the Town grants such permission, Contractor is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the Town as an intended third-party beneficiary thereof.

I. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

**As to Contractor:**

Jorge Martin  
3204 Taragrove Dr.  
Tampa, FL 33618

**As to Town:**

Redington Shores Town Clerk  
17425 Gulf Blvd  
Redington Shores, FL 33708

J. **Human Trafficking Affidavit.** Contractor shall provide the Town with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Town's staff.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

**Town of Redington Shores**

**Contractor**

By: \_\_\_\_\_  
Mayor-Commissioner

By: Jorge Martin  
Jorge Martin

**ITEM G.5.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Piggyback Contract for Stormwater Project

Attorney Eschenfelder has reviewed a potential contract with Atlantic Pipe Services (APS) that Redington Shores can “piggyback” for our Stormwater Project. The contract covers storm pipe inspections, cleaning, and repairs.

THE FINAL CONTRACT WILL BE PROVIDED AT THE MEETING.

Recommendation: Approve the Atlantic Pipe Services contract for the town’s Stormwater project



# **ITEM G.6.**

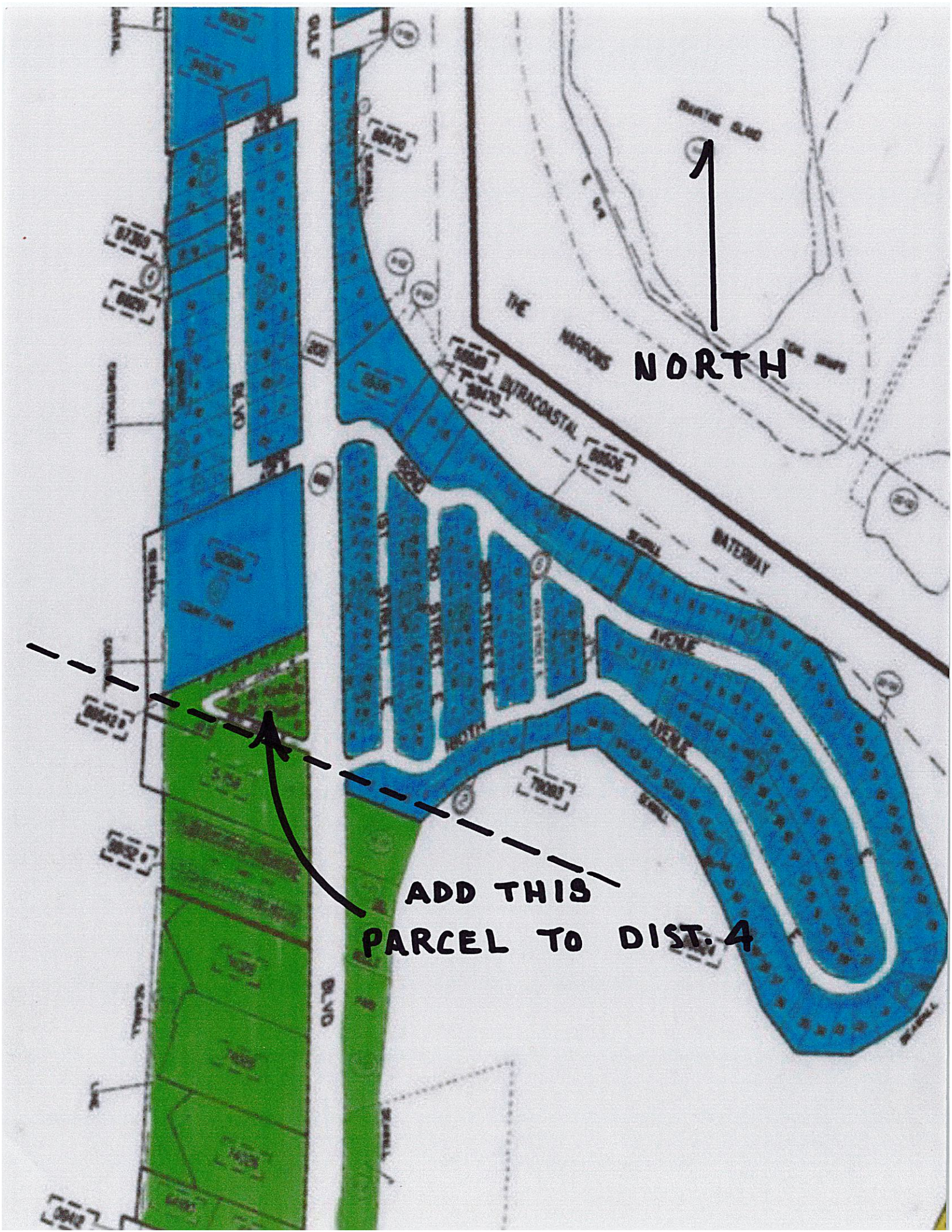


Town of  
**Redington Shores**  
*Nature's Beach*

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Electoral District Boundary Map Adjustment – Districts 3 and 4

Commissioner Maynard has requested to annex a portion of District 3 into District 4. The map is attached.







**ITEM G.7.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Proposed Moratorium on Certain Property Maintenance Codes

Commissioner Hoyt has requested a discussion about the potential of placing a moratorium on certain property maintenance codes to allow residents additional time to recover from hurricane damage.

**ITEM H.7.**



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

Date: July 9, 2025  
To: Board of Commissioners  
From: Margaret Carey, Interim Town Administrator/Town Clerk  
Re: Public Works Department Monthly Report - June

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

- Daily check of the 4 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 June, 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 17720 Gulf Blvd. (La Vistana) is close to completion. Fence/railing have arrived and expect installation the week of July 7<sup>th</sup>.
- **The access will be closed until completion.**



- Landscaping repair is continuing at Nature Park



**Pending/ upcoming projects.**

- Light poles and lights installed in gravel lot. Suncoast Electrical. Expected start date of 07/03/2025.
- Repair of tennis court lighting equipment.
- Damaged lights are under repair at Constitution Park.
- Preparing Constitution Park for Grand Re-opening.
- Awaiting delivery of 11 buoys to replace lost/ damaged buoys.



# **ITEM H.8.**

*Update will be distributed at the meeting.*

# **ITEM H.9.**



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

Date: July 9, 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 June 9 – July 3, 2025.

Week of June 9, 2025

- Rafael and I submitted our CRS recertification packet. Responded to Pinellas County with additional contact information for properties who still have not signed easements for beach renourishment.
- Worked on FEMA reimbursement documentation
- Attended the LMS working group meeting to discuss submitted HMGP projects and review scoring options. We will find out on July 9 if our projects made it to Tier 1. Final voting of projects occurs on July 21.
- Pinellas County is posting an RFP to seek vendors for post-storm building services (instead of using the FDEM-selected Tidal Basin). I replied to the email indicating our Town's interest in being included. That way, we can piggyback on the county's RFP (but enter into our own agreement).
- Reconnected with Creative Pinellas to pick up the conversation about creative beach signage.
- Inquired about grant funding for the wildlife-friendly lighting retrofits. Also asked PW Supervisor Pafumi to gather a quote for retrofitting the streetlights in the neighborhoods west of Gulf Boulevard.
- Condemnation letters were mailed out.
- Met with staff to discuss and plan the Constitution Park reopening event.
- The Mayor and I met with a resident to hear his ideas for beautifying the town.
- Met with staff to prepare for potential phone calls and walk-ins regarding the condemnation letters, stressing the importance of compassion and patience. We also discussed the importance of returning calls promptly.
- Posted the Town Administrator position.

Week of June 16, 2025

- Melissa and I met with Fort Knox Tech regarding repair to our security camera system.
- Created a reimbursement request form for residents requesting a 2.5x permit fee refund on work-without-permit fine.
- Worked on budget preparation with the Accountant.

- Confirmed Tidal Basin (Permit Techs) 90-day contract extension.
- Melissa and Rafael met with CivicPlus for an online demonstration of their meeting video software program and agenda management software.
- Rafael met with FEMA to discuss outstanding documentation needed.
- Melissa and staff finalized preparation for Constitution Park's grand reopening on July 12<sup>th</sup> and posted flyers announcing the event.

#### Week of June 23, 2025

- Confirmed acceptance of the State of Florida Cybersecurity grant program. The full agreement will be available soon and covers payment for our cybersecurity software for 3 years.
- Attended the BIG-C meeting.
- Attended the LMS working group meeting to discuss HMGP grant application projects.
- Updated our town's contact information with the Pinellas County EOC.
- Completed the FMIT insurance online renewal for 2025-26
- Spoke with Deputy Klapka regarding code enforcement topics.
- Followed up on Building Department issues.
- Discussed potential projects for the Pinellas County recycling grant with Mike Pafumi. Grant funds will be used to purchase 2 damaged benches (replace with benches made of recycled materials)
- Attended the groundbreaking ceremony for the new Redington EMS station.
- Researched a resident overcharge for building permit.
- Met with residents regarding code enforcement concerns (lack of enforcement).
- Posted the Building Official position on the town website, BOAF, and FL City Jobs.

#### Week of June 30, 2025

- PW Staff completed NPDES required training.
- Posted RFP for Building Department Services.
- Meeting to discuss sewer/stormwater projects.
- Wrote building department update for the website.
- FEMA and FDEM teams meeting to discuss the status of our FEMA applications.
- Worked on contracts for sewer/stormwater projects.
- Flowbird *finally* started removal of old parking meter boxes.
- Met with ISPD regarding July 4<sup>th</sup> safety plan.
- Worked with our graphic artist to design the 75<sup>th</sup> anniversary logo.