



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
WEDNESDAY, AUGUST 13, 2025 - 6:00 P.M.**

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. CONSENT AGENDA

1. **MINUTES** – Approval of: Regular Meeting – July 9, 2025, Special Meeting – July 16, 2025, Special Budget Meeting – July 23, 2025, Special Meeting – July 30, 2025, and Workshop – July 30, 2025

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
4. Proclamation for 70th Anniversary – Town of Redington Shores

F. OLD BUSINESS

1. ORD 2025-03 Renaming the Town Administrator Position to Town Manager - 2nd Reading
2. Building Department Services

G. NEW BUSINESS

1. BLD Piggyback Contract for Sewer Project
2. Approve Town Support of Nomination for BIG-C / Forward Pinellas Board Appointment
3. Town Clerk Position
4. ORD 2025-04 Election District Revision

H. COMMISSION REPORTS

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

I. MISCELLANEOUS

Budget Workshop – Wednesday, August 27, 2025 – 6:00 P.M.
Regular Workshop – Wednesday, August 27, 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

August 1, 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 July 2025.

SINGLE DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF SINGLE UNIT CALLS
Medical Incident	1	1	17	19
Fire Incident	0	0	1	1
				TOTAL 20

MULTI-DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF MULTI UNIT CALLS
Fire Alarm	1	2	2	2
Fire Incident Response	1	0	1	1
Support Incident (DC)	0	1	1	1
				TOTAL 4

GRAND TOTALS

	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL UNITS
TOTAL RESPONSES BY DEPARTMENT	3	4	22	29
				TOTAL EMERGENCY CALLS 24

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

Sincerely,
Trish Eaton
Assistant to the Fire Chief

ITEM E.2.



City of Seminole Fire Rescue

Achieving Service Through Dedication



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

August 4th, 2025

Dear Town Administrator,

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

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

There were Six (6) **Emergency Fire** responses for this time period with an average response time of 4:23 minutes.

Code F52	Code for Fire Alarm
Code FIS	Elevator Rescue
Code FI	Outside Fire/Electrical hazard (Outside)
Code DS	Watercraft Dispatch

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- There were Twenty (20) **Emergency EMS** responses for this time period with an average response time of 4:57 minutes.

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

Sincerely,
William Schobel
Fire Chief

Prior Calls Search Results... 26 Calls Found- WorkID: 0905182

Avg. Response: 00:04:23 -- Avg. Turnout: 00:01:11 -- Avg. ALS Response: 00:04:57 -- Avg. BLS Response: 00:03:19 -- Avg. Involved: 00:39:10

Criteria Used

Date Range Searched: 07/01/2025 to 08/01/2025

Municipality: REDINGTON SHORES

Incident	Date	Location	Code	Nature
5107251	07/02/2025 13:36:59		ME	17-FALLS
5107392	07/02/2025 17:29:24		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5107514	07/02/2025 21:45:56		ME	2-ALLERGIC REACTIONS
5107566	07/03/2025 00:28:03		ME	12-SEIZURES
5109058	07/05/2025 12:02:54		ME	13-DIABETIC PROBLEMS
5109070	07/05/2025 12:27:31		ME	12-SEIZURES
5109213	07/05/2025 16:44:54		ME	23O-OVERDOSE
5109795	07/06/2025 16:32:13		ME	18-HEADACHE
5110667	07/08/2025 03:49:53		ME	6-BREATHING PROBLEMS
5110855	07/08/2025 11:26:00		F52	52-FIRE ALARM
5110957	07/08/2025 14:16:13		ME	32U-UNKNOWN PROBLEM
5111242	07/09/2025 01:23:14		ME	21H-HEMORRHAGE
5111393	07/09/2025 10:42:29		ME	26-SICK PERSON
5113324	07/12/2025 14:58:07		ME	28-STROKE (CVA)
5115221	07/15/2025 18:28:11		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5115684	07/16/2025 16:04:24		ME	26-SICK PERSON
5118204	07/21/2025 00:12:52		ME	28-STROKE (CVA)
5118342	07/21/2025 09:15:37		ME	26-SICK PERSON
5118819	07/22/2025 04:22:59		ME	26-SICK PERSON
5119351	07/22/2025 23:25:48		ME	26-SICK PERSON
5119763	07/23/2025 16:47:43		DS	73-LANDLINE DISP / WATERCRAFT
5120778	07/25/2025 12:42:15		ME	21L-LACERATION
5122390	07/28/2025 09:03:17		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5123655	07/30/2025 11:26:45		F52	52-FIRE ALARM
5124801	08/01/2025 12:11:10		ME	21H-HEMORRHAGE
5124802	08/01/2025 12:11:24		F52	52-FIRE ALARM

ITEM E.4.



Proclamation

Town of Redington Shores, Florida

70th Anniversary of Incorporation

August 30, 2025

Whereas, the Town was incorporated by charter on August 30, 1955, as the Town of Redington Shores; and

Whereas, for the past 70 years, the Town has maintained its small-town coastal character and quality of life for its citizens; and

Whereas, the history, culture, and people of the Town of Redington Shores strengthen the cohesiveness of our community, and

Whereas, the platinum jubilee celebration provides an opportunity to reflect on the accomplishments of the past, honor the people who helped shape the town, and look toward the future with excitement and hope;

Now, Therefore, I, Tom Kapper, Mayor of the Town of Redington Shores, Florida, do hereby proclaim August 30, 2025, as

The Town of Redington Shores' 70th Anniversary of Incorporation

A day to celebrate the community, history, and future of our town. Let us honor the founders of this town, recognize the contributions of past and present residents, and inspire future generations to continue the legacy of success, resilience, and unity.

FURTHERMORE, I encourage all residents of Redington Shores to join in the yearlong festivities, reflecting on the shared history, engaging in community activities, and embracing the promise of the next 70 years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the Town of Redington Shores to be affixed this 13th Day of August in the year two thousand twenty-five.

Attest:

Margaret Carey, Town Clerk

Mayor Tom Kapper

ITEM F.1.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager / Town Clerk
Re: ORD 2025-03 Renaming the Town Administrator Position to Town Manager – 2nd Reading

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

ORDINANCE NO. 25-03

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

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

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

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

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

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

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

ARTICLE III. – TOWN ~~MANAGER~~ADMINISTRATION

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

- A. The town commission is authorized to establish the position of town ~~manater~~administrator, and to thereafter contract with and appoint a qualified individual to serve in such position. The town ~~manager administrator~~ shall serve at the sole will and pleasure of the commission.
- B. The town ~~manager administrator~~ shall serve as the chief administrative officer of the town and shall be responsible for directing, coordinating and managing the administration of the town’s business, as performed through the town’s employees and contractors.
- C. In performing her or his duties, the town ~~manager administrator~~ shall ensure that all administrative and business decisions are made in compliance with town’s charter and code, the resolutions and policy directives of the commission, the town’s adopted budget,

and all applicable laws, and consistent with the position description adopted by the commission.

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

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

Section 3. For purposes of codification of any existing section of the Redington Shores Town Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain

unchanged.

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

Section 5. The Codifier shall codify the substantive amendments to the Redington Shores Town Code contained in Sections 1 and 2 of this Ordinance, and shall not codify the exordial clauses nor any other Sections of this Ordinance not designated for codification.

Section 6. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

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

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

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

Tom Kapper, Mayor

Attest:

Margaret Carey, Town Clerk

ITEM F.2.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager/Town Clerk
Re: Building Department Services – Contract Update

BACKGROUND

At the July 30th Workshop, the Commission was presented with the results of the RFP for contracted building department services. I also shared that in addition to the bids received, the Town of Indian Shores officially expressed interest in entering into an interlocal agreement with the Town to provide building department services.

The Commission directed me to pursue the agreement with Indian Shores and to confirm next steps for contract termination with SAFEBuilt.

UPDATE

I reached out to Tina Porter, Town Administrator for Indian Shores. She is drafting the interlocal agreement. We also have 2 meetings set up on Monday, August 11 to with the Finance teams of both towns and to meet with their Building Official. A full update will be presented at the August 13 Regular Commission meeting.

I also reached out to Attorney Eschenfelder and SAFEBuilt to clarify contract termination details and deadlines.

- The SAFEBuilt contract requires a 90-day notice of termination.
- It is not advisable to initiate termination until we have a signed contract with the replacement contractor.

RECOMMENDED NEXT STEPS

The suggested next steps would include the following:

- Continue to work with Indian Shores to procure an interlocal agreement.
- Invite Indian Shores Building Official and/or Administrator to present their proposal at a meeting or workshop.
- Sign an interlocal agreement with the Town of Indian Shores
- Send a 90-day notice of termination to SAFEBuilt.
- Notify the Town of Redington Beach of our next steps.

ITEM G.1.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager/Town Clerk
Re: Piggyback Contract for Sewer/Stormwater Project

Attorney Eschenfelder has reviewed a potential contract with BLD Services, LLC that Redington Shores can “piggyback” for our Sewer/Stormwater Project. The contract covers sanitary and storm sewer repairs and rehabilitation.

Recommendation: Approve the BLD contract for the town’s Sewer/Stormwater project

PIGGYBACK AGREEMENT FOR SANITARY STORM SEWER REHABILITATION SERVICES

This Agreement is made on the 13th day of August, 2025 (the “Effective Date”), by and between the **Town of Redington Shores**, a Florida municipal corporation (the “Client”) and **BLD Services, LLC**, a Louisiana limited liability company authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties”.

WHEREAS, the Client has determined that it requires rehabilitation work to be performed on its sanitary sewer system infrastructure related to the Town’s initiative to make its system reliably functioning and eventually transferrable to Pinellas County; and

WHEREAS, on September 29th 2022, the City of Boca Raton, a Florida municipal corporation (“CITY”) issued Invitation to Bid # 2022-021 (the “ITB”) for the purpose of receiving bids from qualified providers of sanitary sewer repair and maintenance work to be performed on the CITY’s sanitary sewer system infrastructure as further described in the ITB (the “Services”); and

WHEREAS, on November 1st 2022, the Contractor responded to the ITB and CITY subsequently selected the Contractor as the lowest responsive, responsible bidder; and

WHEREAS, on February 23rd 2023, the Contractor and CITY entered into an Agreement for Sanitary and Storm Sewer Rehabilitation Services (the “CITY Contract”) wherein the Contractor agreed to perform the Services for the CITY in accordance with the terms and conditions described therein; and

WHEREAS, § 36-13(B) of the Redington Shores Town Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20 or the Town Code, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Town’s; and

WHEREAS, the Client’s Town Attorney has analyzed the ITB process used by CITY and has determined that it was conducted in compliance with Florida law and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 36-13(B) of the Town Code; and

WHEREAS, the Client desires to piggyback onto the CITY Contract for the purposes of receiving the same Services from Contractor as are being provided to CITY under the CITY Contract; and

WHEREAS, the Town Manager has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the CITY Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to CITY in accordance with the terms and conditions of the CITY Contract, at the prices specified therein. All references to the “CITY” or “The Villages” in the CITY Contract shall, for purposes of this Agreement, mean Client.
2. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to CITY in the CITY Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client’s procurement code and administrative policies.

3. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB, (ii) the Contractor's Bid, and (iii) the CITY Contract (including any amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the CITY Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the earlier-listed document shall prevail over conflicting terms in the subsequently listed document.
4. Term and Extension. The term of this Agreement shall commence on the Effective Date, shall have an initial expiration date of **February 3rd 2028** (the initial term end date under § 4.1 of the CITY Contract), and, pursuant to § 4.2 of the CITY Contract, the Parties may agree to up to three (3) additional one (1) year extensions (the "Extension Term(s)"). The Client may exercise a renewal right even if the CITY does not exercise such right.
5. Termination. This Agreement may be terminated in any of the ways provided for in § 12 of the CITY Contract. In the event the CITY exercises its right under § 12 of the CITY Contract to terminate the CITY Contract early, this Agreement shall survive through the initial term or any Extension Term termination date unless the Town, independently, exercises its own termination rights.
6. Staff Title References. The CITY Contract refers in various places to Project Manager, and certain other CITY officials or employees. The Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the Redington Shores Town Manager, or her/his designee.
7. Language Substitutes. The following terms in the CITY Contract are revised as follows:

The provisions of the CITY Contract related to invoicing shall be replaced with the following:

Invoices to Client shall be sent to:

Redington Shores Town Hall
Attn: Town Clerk
17425 Gulf Blvd.
Redington Shores, FL 33708

Notwithstanding any provision in the CITY Contract to the contrary, work assignments are to be accomplished as follows:

The Town Manager or designee shall have the authority to issue Task Orders to Contractor at such times and for such work as the Town may desire, within the scope of Services. All such Task Orders must be supported by an existing Town budget appropriation.

To the extent the Contractor is to perform work under a Task Order covered under Florida Statutes § 255.20, it must provide payment and performance bonds (in a form and manner compliant with Florida Statutes § 255.05).

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
 - (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.

- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, 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 Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.397.5538), E-MAIL (townclerk@townofredingtonshores.com), OR MAIL (TOWN OF REDINGTON SHORES, OFFICE OF THE TOWN CLERK, 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

Town of Redington Shores
Attn: Town Administrator
17425 Gulf Blvd.
Redington Shores, FL 33708

Contractor:

BLD Services, LLC
Attn: Jacob Trapani, Vice President
2424 Tyler Street
Kenner, LA 70062

10. Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. **Governing Law; Venue.** The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Notwithstanding any provision of the CITY Contract to the contrary, any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** Notwithstanding any provision of the CITY Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.

Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Client. The Client shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- j. **Liability and Insurance.** Liability and Insurance. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Client as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the Town of Redington Shores with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the ITB. Proof of such insurance coverage will be provided to the Client upon request.
- k. **Indemnification and Preservation of Immunity.** To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each Client Indemnified Party (defined as the Town of Redington Shores, and its officers, employees and agents) from and against indemnified loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Client 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 Client expressly reserves these rights to the full extent allowed by law.

- l. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- m. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- n. **Immigration Compliance; E-Verify.** Contractor acknowledges that it 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 § 274(A)(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 Client.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, 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 it 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 Client 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 Client 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.

- o. **Human Trafficking Affidavit.** The Contractor shall provide the Client with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Client's procurement staff.
- p. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the Client, Contractor will be required to complete a Foreign Country of Concern Attestation.
- q. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- r. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Town of Redington Shores, Florida

BLD Services, LLC

By: _____
Tom Kapper, Mayor

By: _____
Jacob Trapani, Vice President

ITEM G.2.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager/Town Clerk
Re: Appointment of a BIG-C Member to the Forward Pinellas Board

BIG-C appoints a representative to the Forward Pinellas Board. Mayor Will is the current representative but has given notice that he is no longer able to serve. Mayor Brooks of Madeira Beach has volunteered for the position. For that to happen, each BIG-C town must vote to support the nomination of Mayor Brooks.

Recommendation: Approve the Town's support of Mayor Anne-Marie Brooks to represent the BIG-C on the Forward Pinellas Board.

ITEM G.3.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager/Town Clerk
Re: Town Clerk Position

The Town Clerk position was posted to: the Town website, FL City Jobs (FL League of Cities), FACC (Florida Association of City Clerks), and distributed to members of the Pinellas County Clerks Association. We began posting on July 18, 2025. We received 3 applications – 1 of which was from our Deputy Clerk, Melissa Fultz. After careful consideration, I believe that Ms. Fultz is qualified and the best candidate for the position. She has been an asset to the Town since being hired for the Deputy Clerk position earlier this year.

Pursuant to the Town Charter, the Commission must confirm the Town Clerk. I have already negotiated an offer to Ms. Fultz and she has accepted.

RECOMMENDATION

I recommend the Commission confirm Melissa Fultz for the position of Town Clerk.

ITEM G.4.



Town of
Redington Shores
Nature's Beach

Date: August 13, 2025
To: Board of Commissioners
From: Margaret Carey, Town Manager/Town Clerk
Re: Ordinance 2025-04 Election District Revision

At the July 30th Workshop, the Commission discussed a proposal by Commissioner Maynard to acquire a section of District 3 and incorporate into the District 4 boundary. Commissioners also discussed the need to evaluate all districts to ensure equal numbers of electors.

It was decided to approve an Ordinance updating the boundary between Districts 3 and 4 at this time. After the March 2026 election, a redistricting committee will be established to evaluate equal elector representation in all districts.

Attorney Eschenfelder was directed to prepare an ordinance to reflect the update. In addition, the Supervisor of Elections Office was notified of the impending change.

ORDINANCE NO. 25-04

**AN ORDINANCE OF THE TOWN COMMISSION OF THE
TOWN OF REDINGTON SHORES, FLORIDA,
RELOCATING CERTAIN PROPERTY WITHIN THE
TOWN FROM COMMISSION DISTRICT THREE TO
DISTRICT FOUR; PROVIDING FOR SEVERABILITY,
CODIFICATION AND FOR AN EFFECTIVE DATE.**

WHEREAS, § 8(B) of the Town Charter provides that the Town Commission may, from time to time and by ordinance, change the boundaries of the Town's election districts as it may deem expedient so that each district shall contain as nearly as possible the same number of electors, and so long as such revision does not occur within six months of a Town election; and

WHEREAS, § 8(C) of the Town Charter provides that in each instance where the Commission revises the boundaries of the districts, it shall, in addition to considering the numbering and population distribution requirements, attempt to develop district boundaries which would prevent or make less likely the election of more than one Commissioner (excluding the Mayor-Commissioner) from any one homeowner or condominium association, with the intent that no one condominium or homeowner association should hold a majority of the Town Commission seats; and

WHEREAS, the Commission last revised the Town's election districts in Ordinance 12-02, adopted April 11th 2012; and

WHEREAS, since being appointed to his seat, the District 4 Commissioner has examined the boundaries of his district and has determined that certain properties bordering the southwest portion of his current district, which properties are currently situated in District three, should be included in his district; and

WHEREAS, according to the Supervisor of Elections most recent data, District one has 394 electors, District two has 441 electors, District 3 has 351 electors, and District 4 has 379 electors; and

WHEREAS, while recent residential changes related to the 2024 hurricanes make precise data difficult to obtain, the proposed relocation of the properties would move approximately twenty electors from District 3 to District 4; and

WHEREAS, the District three Commissioner has expressed an understanding of the District four Commissioner's desire to "square off" his district and thus does not object to the change; and

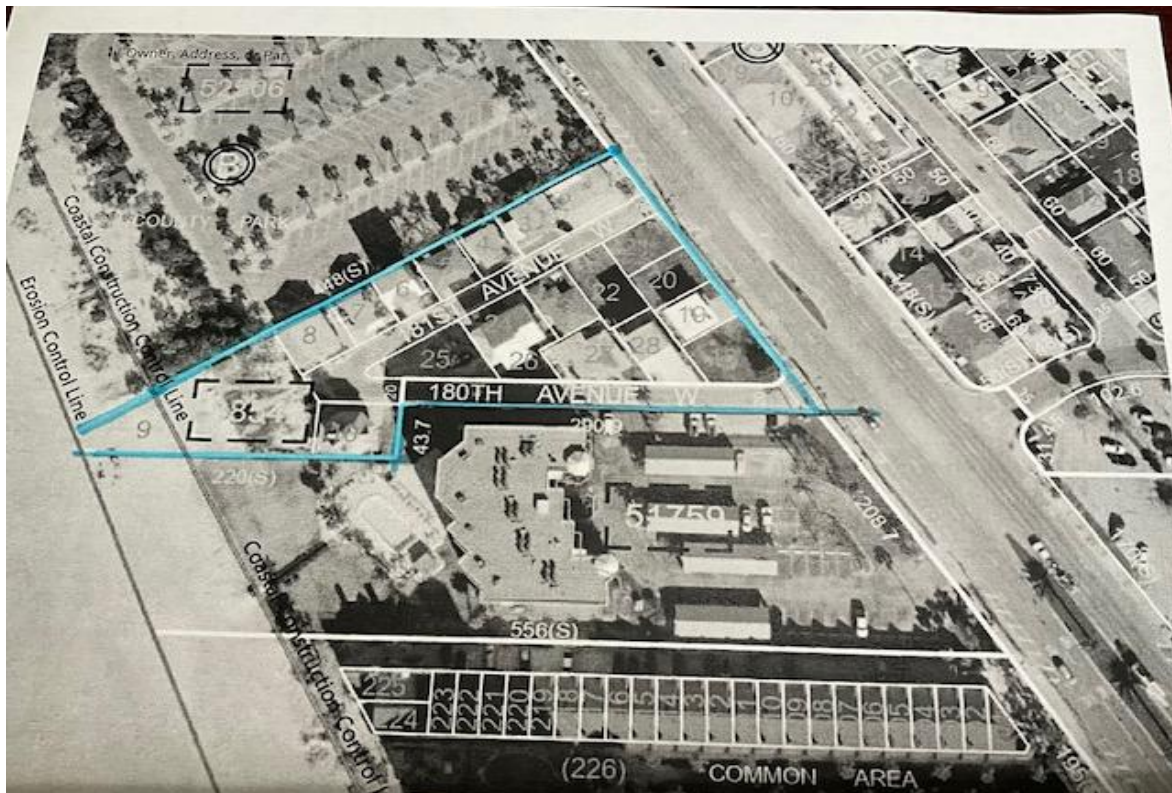
WHEREAS, the Commission has recognized that in light of the disparity of electors between districts (90 electors between the highest and lowest district), a broader redistricting examination is in order to ensure the Charter's "rough equality" mandate is restored; but

WHEREAS, in light of the reality that so many Town residents are still actively attempting to recover from last year's hurricane impacts, including the fact that many homes remain unlivable until insurance and grant funds may be determined and necessary permits obtained, it would be unfair to such residents to undertake a complete redistricting effort until further progress on recovery occurs and greater stability returns to the Town; and

WHEREAS, the Commission finds that it is in the best interests of the Town to adopt this Ordinance.

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

Section 1. The Town's Election Districts, as adopted by Ordinance 12-02, are hereby amended to move 180th Avenue and 182nd Avenues West, west of Gulf Blvd., and the parcels numbered 1-11 and 18-28 (contained within the Surfside Cabana Club Revised subdivision) outlined in blue on the following map, from Election District 3 to Election District 4:



Section 2. The Town Planner shall create a new election districts map by no later than October 1st 2025 depicting the new boundaries.

Section 3. The Town Manager is directed to ensure the Pinellas County Supervisor of Elections is provided with a copy of the Town's new election districts, and that the new election district map is published for Town residents on the Town's website.

Section 4. The Town Manager is directed to schedule a time to bring back to the Town Commission the topic of broader redistricting immediately after the scheduled 2026 elections are decided either by uncontested races or by vote of the electors, whichever is earlier, so the Commission may then determine how it wishes to proceed with the project of Town-wide redistricting.

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

Section 6. Since this Ordinance does not revise the Town Code, the Town Clerk shall not transmit this Ordinance to the Town's Code Codifier, and the Codifier shall NOT codify this Ordinance.

Section 7. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially

responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 8. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

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

ADOPTED ON SECOND AND FINAL READING on the 10th day of September, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

Tom Kapper, Mayor

Attest:

Melissa Fultz, Town Clerk

ITEM H.7.



Town of
Redington Shores
Nature's Beach

Date: August 7, 2025
To: Board of Commissioners
From: Michael Pafumi, Public Works Department Supervisor
Re: Public Works Department Monthly Report - July

Public Works Department July Monthly Report

Routine daily activities conducted by the Public Works Dept.

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

Activities for July, not including normal daily activities:

- Constitution Park re-opened.
- Beach access at 17720 Gulf Blvd. (La Vistana) Fence and railings have been installed. **The access is now open.**



- Landscaping repair is continuing at Nature Park.
- Repair of tennis court lighting equipment.
- Currently preparing 11 replacement ocean buoys.



Pending/ upcoming projects.

- Light poles and lights installed in gravel lot. Suncoast Electrical. Expected start date of 08/14/2025.
- Manhole repair on South Bound lane of Gulf Blvd/ 183rd Terrace West expected to begin 08/12/25. Atlantic Pipe Services will be conducting repairs.
- Replacement of damaged Radar digital speed signs.

ITEM H.8.



Town of
Redington Shores
Nature's Beach

Date: August 13, 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 July 7 – August 1, 2025.

General Updates:

- Our 70th Anniversary Celebration is confirmed for Thursday, August 28 from 5-7pm. Staff are finalizing all details for the event.
- Picnic planning is underway. The annual picnic is scheduled for Saturday, October 4th.
- The Sewer System project is moving forward. I am reviewing a proposal from APS to begin assessment of all storm lines within the Town.
- Barry Taylor notified the town he is resigning his seat from the Planning and Zoning Board. We will post the vacancy.

Week of July 7, 2025

- Met with Indian Shores to discuss Building Department topics.
- Research for FY26 health insurance.
- Attended ISPD pinning ceremony for Chief Holroyd and Captain Doherty.
- Attended the LMS Working Group meeting to discuss HMGP grant projects and ranking.
- Worked on Hurricane / Flood Insurance workshop planning.
- Welcomed our new Magistrate, Jorge Martin.
- Emailed signed sewer contracts to APS.
- Followed up with the County to let them know the Flowbird parking machines are removed.
- Attended a demonstration hosted by Pinellas County regarding Forerunner software. The County is considering the software which provides a substantial damage estimator tool. It is available in an app for field work. The app is preloaded with information from the property appraiser's office. It would be a great, time-saving tool for municipalities to use. Stay tuned....
- Posted the Public Sent the Public Works job description to Amir to post to the Town website.
- Hosted the Grand Reopening event at Constitution Park.

Week of July 14, 2025

- Attended FDEM Statewide meeting online – updates regarding Elevate Florida program.
- Attended Pinellas County WebEOC training online. Reviewed how to add a mission (request for supplies or services) during an emergency.

- Our FDEM consultant was onsite to assist Rafael with gathering and submitting outstanding documents for FEMA reimbursement.
- Met with APS to discuss the sewer/stormwater project.
- I was officially selected for Town Administrator position.
- Met with the Accountant to discuss and plan the FY25/26 budget.

Week of July 21, 2025

- Attended the LMS working group meeting to discuss and vote on HMGP projects. Both of our projects (Utility Undergrounding and Stormwater Infrastructure Improvements) were approved to move forward to the next step! This required us to submit a full application by Friday, July 25, 2025.
- Melissa attended 1 day of the Beach Nourishment Easement Signing Days at Indian Shores town hall.
- Opened bids for the Building Department Services RFP, reviewed all bid information and prepared a summary for distribution.
- Met with APS to discuss the Stormwater Infrastructure project and to gather information and documents for the HMGP grant application.

Week of July 28, 2025

- Supplied Building Department information to Indian Shores.
- Worked on list of noncompliant homes.
- Discussed maintenance concerns with the Public Works team.
- Worked on upcoming event planning.
- Attended BIG-C meeting.
- Scheduled interviews for the Public Works Technician position.