

#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES REGULAR MEETING WEDNESDAY, SEPTEMBER 10, 2025 - 6:00 P.M.

#### **AGENDA**

- A. CALL TO ORDER
- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. CONSENT AGENDA
  - MINUTES Approval of: Special Meeting March 26, 2025, Special Meeting April 8, 2025, Regular Meeting April 9, 2025, Regular Meeting August 13, 2025, Budget Workshop August 27, 2025, and Workshop August 27, 2025

#### E. APPEARANCES AND PRESENTATIONS

- 1. Retirement of Public Works Technician Mario Orlando
- 2. Chief Clint Belk, Madeira Beach Fire Rescue Update
- 3. Chief Bill Schobel, Seminole Fire Rescue Update
- 4. Chief Lee Ann Holroyd, Indian Shores PD Update

#### F. OLD BUSINESS

1. Building Department Services

#### **G. NEW BUSINESS**

- Code Enforcement Contract with PCSO
- 2. Vacancy on Planning and Zoning Board
- 3. Agreement with Duke Energy for Utility Undergrounding Project
- 4. Building Department Project

#### 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 D.1.



#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES SPECIAL MEETING WEDNESDAY, MARCH 26, 2025 MINUTES

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

<u>Members Present</u>: Commissioner CJ Hoyt, Commissioner Tom Kapper, Commissioner Erin Schoos, Commissioner Larry Maynard

**Members Absent**: Mayor Commissioner Lisa Hendrickson

<u>Other Municipal Officials Present</u>: Town Administrator Mike McGlothlin, Town Attorney Rob Eschenfelder, Chief Swann (ISPD), Chief Schobel (Seminole FD), Building Official Peebles

- 1. ROLL CALL BY THE TOWN CLERK
- 2. APPEARANCES AND PRESENTATIONS none.
- 3. OLD BUSINESS none.
- 4. NEW BUSINESS
  - a. New Redington EMS Building

Tabled

b. Town Administrator Position

Tabled

#### c. Potential Property Investment

Administrator McGlothlin reported that the property owner at 17490 Gulf Blvd (old pier property) approached the Town with an offer to sell his property for \$5.5 million. The Commission discussed and is not in favor of purchasing the property at that price. No action.

#### d. Volunteer Grant Coordinator

Clerk Carey updated the Commission that resident, Amy Baker has offered to assist the town in the role of volunteer grant coordinator.

#### e. Building Department Update

Building Official Peebles presented an update on building department statistics, hours, and staffing.

Mr. Peebles proposed adjusting building department hours to be closed to the public on Fridays. This will allow permit technicians to work exclusively on permit processing and help to expedite the processing time. The new public hours are proposed as Monday through Thursday 10am – 6pm. Closed on Friday. The Clerk's office would also be closed on Friday.

Commissioner Schoos motioned to approve the new hours, seconded by Commissioner Hoyt. The vote was as follows:

HOYT – YES KAPPER – YES SCHOOS – YES MAYNARD – NO HENDRICKSON – absent The motion passed.

#### f. Permit Fines Discussion

Commissioner Kapper suggested that fines for working without a permit are currently 5 times the original permit fee and are too high. The Commission discussed potentially reducing the fine and will discuss further at a workshop. Attorney Eschenfelder will draft an ordinance to review at the workshop.

#### g. FEMA Discussion

Commissioner Hoyt spoke about the status of the Elevate Florida grant. She has attended meetings and webinars to gather information. Ms. Hoyt requested that the Administrator put the link on the website.

#### h. Press Releases

Tabled

#### i. Mayor Position Vacancy

With the announcement of Mayor Hendrickson leaving, the Commission discussed filling the vacancy. Resumes for Mayor were distributed to the Commissioners. Applications were received from Justin Peace, Jay Beyrouti, and Tom Kapper. Attorney Eschenfelder advised that the position must be filled to cover through to the end of the term (March 2026). The Commission will vote on potential candidate(s) at a future meeting. Until that time, Commissioners can interview candidates. A Vice Mayor will also need to be selected.

#### 5. ADJOURNMENT

There being no further business before the Board,	the meeting adjourned at 8:15 P.M.
Respectfully submitted,	
Margaret Carey Town Clerk	Date Approved by Board of Commissioners



#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES SPECIAL MEETING TUESDAY, APRIL 8, 2025 MINUTES

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

<u>Members Present</u>: Mayor Commissioner Lisa Hendrickson, Commissioner CJ Hoyt, Commissioner Tom Kapper, Commissioner Erin Schoos, Commissioner Larry Maynard

Members Absent: none

<u>Other Municipal Officials Present</u>: Town Administrator Mike McGlothlin, Town Clerk Margaret Carey, Town Attorney Rob Eschenfelder, Chief Swann (ISPD), Chief Schobel (Seminole FD), Deputy Chief Mortellite (Madeira FD)

- 1. ROLL CALL BY THE TOWN CLERK
- 2. APPEARANCES AND PRESENTATIONS none.
- 3. OLD BUSINESS none.
- 4. NEW BUSINESS

#### a. Town Administrator Contract

Attorney Eschenfelder introduced the topic. As requested by the Administrator, a voluntary separation agreement has been submitted. It is now being presented for a full vote.

#### DISCUSSION

Commissioner Maynard: not in favor of the severance dollar amount.

Commissioner Kapper: do not want a lawsuit.

Commissioner Hoyt: What happened between the last meeting and now? The Mayor offered 10 weeks of severance and was counter-offered by the Administrator at \$133.000.00.

Mayor Hendrickson explained the benefit of the separation agreement. It releases the town from any claims.

Administrator McGlothlin explained that he was hired with the understanding of working under a Commission – Administrator form of government, but the referendum voted down the option of changing the form of government.

Commissioner Kapper asked – so why do you want to leave? What I was brought here for has changed.

Commissioner Maynard asked – you applied for another job. Did you apply before the March 11 election? No.

Commissioner Hoyt - Spoke about how she has expressed significant concerns with the Administrator's performance. She listed the many concerns specifically.

#### **PUBLIC COMMENT**

NAME	COMMENT
Christy Herig	Was on the Commission when the Administrator was hired and there was no pretense about the charter change
Julie Newcomb	I have never heard of paying a severance to an employee who is choosing to resign and after only 2 years.
Colleen Woodburn	Not in favor of the contract
Jennie Blackburn	In favor of the contract
Ginger McQuigg	Are there more complaints about the Administrator?
Toby Newcomb	Referendum question #1 was confusing and should not have had 2 separate issues on one question. It was confusing.

Commissioner Schoos motioned to approve the Administrator's Separation Agreement, seconded by Commissioner Kapper.

VOTE:

HOYT - NO

KAPPER - YES

SCHOOS - YES

MAYNARD - NO

HENDRICKSON - YES

Motion passed.

#### b. Selection of New Mayor

Clerk Carey explained that she advertised the open position of Mayor and received 3 applications. 2 of those dropped out leaving the only application from Commissioner Tom Kapper.

#### DISCUSSION

Commissioner Kapper announced he was no longer interested and motioned to nominate Mr. Jay Beyrouti. Mr. Beyrouti, who was in the audience, approached the podium and addressed the Commission.

Commissioner Maynard: Thank you for your service. Mr. Beyrouti has the knowledge and experience to lead this town.

Mayor Hendrickson: Mr. Beyrouti brings a wealth of experience.

Commissioner Schoos: Why did you not reach out to me Mr. Beyrouti? You reached out to all of the other Commissioners but not me.

Commissioner Hoyt: Thank you Commissioner Kapper for stepping up and also thank you for motioning to appoint Mr. Beyrouti.

#### **PUBLIC COMMENT**

NAME	COMMENT
Gail Conrad	Mr. Beyrouti did not listen to the people when he was the Mayor.
Ken Smith	Asked Mr. Kapper if he withdrew. Yes.
Mary Gerst	Came to support Tom Kapper. Not in favor of Mr. Beyrouti.

The Mayor asked again if the Commission had further discussion.

Commissioner Kapper withdrew his motion to nominate Jay Beyrouti and indicated that he would like to be considered.

Commissioner Schoos motioned to approve Tom Kapper for the position of Mayor, seconded by Mayor-Commissioner Hendrickson. All YES. Motion passed unanimously.

#### **PUBLIC COMMENT**

NAME	COMMENT
Jay Beyrouti	This is why I withdrew in the first place.
Marie Palena Tom Kapper has his house up for sale.	

#### 5. SWEARING IN

Attorney Eschenfelder immediately swore in Tom Kapper as Mayor.

#### 6. ADJOURNMENT

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Respectfully submitted,	
Margaret Carov	Date Approved by Board of Commissioners
Margaret Carey Town Clerk	Date Approved by Board of Commissioners

<sup>\*</sup>Commissioner Kapper excused himself from the room.

<sup>\*\*</sup>Commissioner Kapper returned to the room after a few minutes.



#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES REGULAR MEETING WEDNESDAY, APRIL 9, 2025 MINUTES

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

<u>Members Present</u>: Mayor Commissioner Tom Kapper, Commissioner CJ Hoyt, Commissioner Erin Schoos, and Commissioner Larry Maynard

Members Absent: none

<u>Other Municipal Officials Present</u>: Town Clerk Margaret Carey, Town Attorney Nancy Meyer, Chief Swann (ISPD) Captain Holroyd (ISPD), Lieutenant Doherty (ISPD), Chief Schobel (Seminole FD), Chief Belk (Madeira FD), Building Official Rob Peebles, Public Works Supervisor Mike Pafumi

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

#### 2. CONSENT AGENDA

#### a. MINUTES

Commission Discussion: None

Public Comment: None

Commissioner Hoyt moved to approve the minutes of Regular meeting March 12, 2025, seconded by

Commissioner Maynard.

Vote taken: All yay

#### 3. APPEARANCES AND PRESENTATIONS

- **a. MADEIRA FIRE RESCUE UPDATE –** Chief Belk presented an update. The new Redington building has gone out to bid with a due date of April 14, 2025.
- **b. SEMINOLE FIRE RESCUE UPDATE** Chief Williams provided an update and also reminded residents about Spring Cleaning safety and provided a flyer.
- **c. INDIAN SHORES PD UPDATE** Chief Swan provided an update. They are preparing for Memorial Day and 4<sup>th</sup> of July and will be attending an HOA Cooperation meeting on May 10, 2025.
- **d. BUILDING DEPARTMENT UPDATE** Building Official, Rob Peebles, provided an update and answered resident questions. The new hours have proven successful with the increased number of permits issued.

Regarding the permit techs... The 1206 mission has been We will be bringing forward 2 contracts soon; 1 for Tidal Basin for permit technicians, and 1 for SafeBuilt. The Tidal Basin contract was already signed by the Town Administrator and will be brought forward for ratification. The SafeBuilt contract is still under review.

#### **PUBLIC COMMENT**

Colleen Woodburn	Will we still have the same number of permit techs under the new contract?
	Official Peebles said 1 tech is employed by SafeBuilt and 4 from Tidal Basin.

#### 4. OLD BUSINESS - none

#### 5. **NEW BUSINESS -** none

#### a. ORD 2025-01 Amending the Code Regarding Permit Fees - 1st Reading

Mayor Kapper requested for this item to be tabled so that more research can be done.

#### **PUBLIC COMMENT**

Colleen Woodburn Agree this topic should be workshopped. Good plan.
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#### b. Selecting a Vice Mayor

Mayor Kapper selected Commissioner Erin Schoos as the Town's Vice Mayor.

#### 6. COMMISSION REPORTS

#### a. Commissioner District 1

vacant

#### b. Commissioner Hoyt District 2

Presented an update about the LMS Working Group meeting, the HMGP grant deadline, and the Elevate Florida program.

#### c. Commissioner Schoos District 3

Thanked Ms. Carey for holding down the fort. Thanked the building department for getting the permits issued.

#### d. Commissioner Maynard District 4

Many of his residents still struggling, but starting to see hope.

#### e. Mayor Commissioner Kapper

Thank you for your support. I will do the best I can.

#### f. Town Attorney

- g. Public Works Department Public Works Manager Mike Pafumi presented the PW report.
- h. Town Administrator

#### 7. PUBLIC COMMENT

NAME	COMMENT
Marie Palena	Asked about plans to replace the Administrator.

#### 8. ADJOURNMENT

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Respectfully submitted,	
Margaret Carey Town Clerk	Date Approved by Board of Commissioners



#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES REGULAR MEETING

### WEDNESDAY, August 13, 2025 MINUTES

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

<u>Members Present</u>: Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner CJ Hoyt, Commissioner Doug Harr, Commissioner Larry Maynard

Members Absent: none

<u>Other Municipal Officials Present</u>: Town Manager Margaret Carey, Deputy Clerk Melissa Fultz, Town Attorney Rob Eschenfelder, Captain Daniel Doherty (ISPD), Deputy Chief John Mortellito (Madeira FD), Public Works Supervisor Mike Pafumi, Intern Rafael Soto

1. ROLL CALL BY THE DEPUTY CLERK

#### 2. CONSENT AGENDA

a. MINUTES

This item was tabled for the next regular meeting.

#### 3. APPEARANCES AND PRESENTATIONS

- a. MADEIRA FIRE RESCUE UPDATE All fees have been paid for on the upcoming station. They expect work to begin within two weeks and all that remains is a permit from the Southwest Florida Management District. Deputy Chief Mortellito noted a drop in calls over the past month.
- b. INDIAN SHORES PD UPDATE Captain Doherty provided an update. Sergeant Jason Hicks was nominated by Mothers Against Drunk Driving for the Floyd Smith Award for DUI enforcement and education on August 1<sup>st.</sup> Sergeant Hicks also graduated from the Florida Leadership Academy on August 8<sup>th</sup>. ISPD was also able to secure a \$5000 grant for their vehicles that they use on the beach. They will be looking for other grants. Captain Doherty made note of an upcoming hurricane preparedness on August 28th meeting for town staff and commissioners.
- **c. Proclamation for 70**<sup>th</sup> **Anniversary-** Vice Mayor Schoos and Mayor Kapper read a proclamation marking August 30<sup>th</sup> as The Town of Redington Shores' 70<sup>th</sup> Anniversary of Incorporation.

#### 4. OLD BUSINESS

**a. ORD 2025-03 –** Renaming the Town Administrator Position to Town Manager- 2<sup>nd</sup> Reading Attorney Eschenfelder read Ordinance 2025-03

Commission Discussion: None

Public Comment: None

Commissioner Maynard moved to approve ORD 2025-03, seconded by Commissioner Hoyt vote taken: All yay.

#### b. Building Department Services

Mayor Kapper and Town Manager Carey met with the Town of Indian Shores to discuss the potential of Indian Shores providing building department services for the town. Mayor Kapper noted that the Town of Indian Shores approved in a meeting staff are authorized to begin negotiations for a building department services contract

Town Manager Carey stated that Indian Shores is actively preparing an interlocal agreement. She stated that over the past week she attended two meetings regarding this issue. The first was with the Building Official of Indian Shores to discuss the operations of the building department and the second was with the Town Administrator and the Finance Director of Indian Shores. The second meeting was for the Town of Indian Shores to get an understanding of how the Town of Redington Shores processes and collects payments and other financial information. Town Manager Carey asked commissioners to bring any concerns and issues to her so that they may be addressed in the interlocal agreement.

Mayor Kapper was pleased with the Building Official of Indian Shores. Commissioner Hoyt asked if this was the definitive direction the Town wants to move in. Commissioner Harr wanted to know if a plan b was being kept. Town Manager Carey stated that the bids already received would be the plan b.

Vice Mayor Commissioner Schoos asked if the Town Manager knew when this interlocal agreement would be done. Town Manager Carey said that she does not know but has expressed the urgency to the Town of Indian Shores and said she would be following up with Town Administrator of Indian Shores.

Town Manager Carey shared that Indian Shores plans to use their fee schedule. She made note that currently residents would not have to pay more for services than they already do. Town Manager Carey stated that Indian Shores plans to charge Redington Shores hourly for the work done.

Attorney Eschenfelder had questions regarding the payment process for residents and how the Town would pay Indian Shores. Town Manager Carey stated that she would have better details and could answer questions once the agreement has been developed and reviewed by her.

Agreement was made that further discussion would be had about this topic at the August 27<sup>th</sup> workshop.

Commissioner Hoyt brought up a concern that she had related to an issue a resident had related to the building department and the working hours of both town hall and the building department. She expressed concern with not being open to the public on Fridays. Town Manager Carey stated that she would bring statistics building department traffic to the next workshop meeting. Operating hours will be discussed in the workshop meeting as well.

#### 5. NEW BUSINESS

#### a. BLD Piggyback Contract for Sewer Project

Town Manager Carey stated that this is the last contract needed to cover all sewer and stormwater improvement projects.

Commission Discussion: None

Public Comment: None

Vice Mayor Commissioner Schoos motioned to approve the contract, seconded by Commissioner Harr.

Vote Taken: All yay.

#### b. Approve Town Support of Nomination for BIG-C / Forward Pinellas Board Appointment

The BIG-C's current representative on the Forward Pinellas Board, Mayor Will, gave notice that he would no longer be able to serve. Mayor Brooks of Maderia Beach volunteered for the position. Town Manager Carey stated that each municipality in the BIG-C must vote to support the nomination.

Commission Discussion: None

Public Comment: None

Commissioner Hoyt motioned to approve the nomination, seconded by Commissioner

Maynard.

Vote Taken: All yay.

#### c. Town Clerk Position

The Town Clerk position was posted on July 18<sup>th</sup>. Town Manager Carey recommended Deputy Clerk Fultz for the position. She gave praise to Deputy Clerk Fultz on her hard work for the residents of the Town. Commissioner Maynard expressed the same sentiments for Deputy Clerk Fultz.

Commission Discussion: None

Public Comment: None

Commissioner Maynard motioned to appoint Ms. Fultz to the Town Clerk Position, seconded

by Commissioner Harr.

Vote Taken: all yay

#### d. ORD 2025-04 Election District Revision

Attorney Eschenfelder read Ordinance 2025-04.

Commission Discussion: None

Public Comment: None

Vice Mayor Commissioner Schoos motioned to approve, seconded by Commissioner Hoyt.

Vote Taken: all yay.

#### 6. COMMISSION REPORTS

#### a. Commissioner Harr

Commissioner Harr reminded residents that there is an August 20<sup>th</sup> Flood Insurance and Hurricane Workshop.

#### b. Commissioner Hoyt District 2

Commissioner Hoyt gave praises to the Property Appraiser for what he is doing for residents of Pinellas County. She provided statistics from a presentation provided by Mike Twitty. She shared that the preliminary taxable value percentage change increased by .8% while neighboring communities have gone down.

Commissioner Hoyt shared statistics from Elevate Florida. Nearly 12000 applications went into the program while only 1500 applicants were funded and hundreds others were waitlisted.

She mentioned that there is an opportunity for funding for residents through the Pinellas County CDBG-DR program. She also highlighted other opportunities from grants: the Homeowner Rehabilitation Reconstruction Program and a Homeowner Reimbursement Program.

#### c. Commissioner Maynard District 4

Shared that 15 homes have been demolished. Residents are waiting on Elevate Florida to

rebuild. Saddened for those who were not approved by Elevate Florida.

#### d. Vice Mayor Commissioner Schoos District 3

Expressed gratitude for Town Staff for the July 12th Constitution Park Grand Opening.

#### e. Mayor Kapper

Nothing to report.

#### f. Town Attorney

A new legal action was presented to the Town and Attorney Eschenfelder shared that he would give an update after he has read through it.

- **g.** Public Works Department Update included in packet. Also introduced the new Public Works Technician. Matt Harner.
- h. Town Administrator Update included in packet

Reminded Commissioners of the August 28<sup>th</sup> 70<sup>th</sup> Anniversary Celebration and shared that staff are currently working on planning for the upcoming picnic on October 4<sup>th</sup>.

Sewer System projects are moving along.

Will be advertising for the planning on zoning board following the resignation of current board member Barry Taylor.

#### 7. PUBLIC COMMENT

8.		MENT

There being no further business before the Board, the meeting adjourned at 7:13 P.M.

Respectfully submitted,	
Rafael Soto	Date Approved by Board of Commissioners
Management Analyst/Deputy Clerk	11 7



#### BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES BUDGET WORKSHOP MEETING WEDNESDAY, AUGUST 27, 2025 - 6:00 P.M. Minutes

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

<u>Members Present:</u> Mayor Commissioner Tom Kapper, Vice Mayor Erin Schoos, Commissioner CJ Hoyt, Commissioner Larry Maynard, Commissioner Doug Harr

**Members Absent:** None

<u>Other Municipal Officials Present:</u> Town Manager Margaret Carey, Town Clerk Melissa Fultz, Management Analyst Rafael Soto, Town Attorney Robert Eschenfelder, Accountant Andy Tess, Chief Lee Ann Holyrod, Captain Daniel Doherty, and Deputy Steve Klapka

- A. CALL TO ORDER
- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. APPEARANCES AND PRESENTATIONS
- **E. OLD BUSINESS**

#### 1. Budget Update and Discussion FY25/26

Accountant Andy Tess was present to answer any questions the commissioners had since the last budget workshop. The total budget is \$10,733,570 which is comprised of \$4,061,225 in the General Fund, \$5,232,345 in the Capital Improvement Fund, and \$1,440,000 in the Sewer Fund.

Commissioner Harr had questions pertaining to the income surrounding the building department and Accountant Tess clarified that some unreserved funds would be moved to create a fund that would be available if building department fees were waived due to a disaster. He made note that the current budgeted amount for that fund would be in addition to any agreement the town makes with a building department service company in the future.

#### F. NEW BUSINESS

None

#### G. MISCELLANEOUS

1<sup>st</sup> Public Hearing Budget FY25-26 – September 3, 2025 – 6:00 P.M. Regular Meeting- Wednesday, September 10, 2025 – 6:00 P.M. Final Public Hearing Budget FY25-26 – September 15, 2025 – 6:00 P.M.

#### H. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:07 p.m.

Respectfully submitted,	
Rafael Soto Management Analyst	Date Approved by Board of Commissioners



# BOARD OF COMMISSIONERS TOWN OF REDINGTON SHORES WORKSHOP MEETING WEDNESDAY, AUGUST 27, 2025 (Immediately following the Budget Workshop Meeting) Minutes

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

<u>Members Present:</u> Mayor Commissioner Tom Kapper, Vice Mayor Erin Schoos, Commissioner CJ Hoyt, Commissioner Larry Maynard, Commissioner Doug Harr

Members Absent: None

<u>Other Municipal Officials Present:</u> Town Manager Margaret Carey, Town Clerk Melissa Fultz, Management Analyst Rafael Soto, Town Attorney Robert Eschenfelder, Accountant Andy Tess, Chief Lee Ann Holyrod, Captain Daniel Doherty, and Deputy Steve Klapka

- A. CALL TO ORDER
- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. APPEARANCES AND PRESENTATIONS
- **E. NEW BUSINESS**
- F. OLD BUSINESS

#### 1. Code Enforcement Update

Deputy Steve Klapka stated that his main goal is to get homeowners in compliance. He shared that many problems have been addressed after having made contact or sent letters to homeowners. He concluded his report with stating that he is doing the best he can to make sure that the Town gets cleaned up.

Dave Levy 953 182 <sup>nd</sup> St.	Thanked Deputy Klapka for his efforts but asked the Town if there was a possibility the town could provide a dumpster for volunteers who are wanting to clean properties. Deputy Klapka and Attorney Eschenfelder stated that the town cannot approve the action because concerns with liabilities. Town Manager Carey also shared that if residents want to volunteer, they would have to get written approval from the property owners to go on private property. Attorney Eschenfelder highlighted the order of events that would have to occur for the city to get involved in making a property compliant.
Christy Herig 17609 1st E	Gave advice to residents on how to contact property owners who may be interested in getting help.

Bennet Walling 17746 Wall Cir	Concerned about properties not being compliant and property values being affected by it.
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Town Manager Carey asked the Commission for direction on how to move forward with noncompliant properties. Commissioner Hoyt emphasized having empathy for residents who are still in the process of rebuilding. Mayor Kapper asked Attorney Eschenfelder why the town cannot get involved yet and Attorney Eschenfelder reminded the commissioners of the public health nuisance portion of town code.

Commissioner Harr asked for a follow up on the list of addresses given to the commissioner that listed noncompliant houses. Town Manager Carey said she would have an update list at the next meeting.

Deputy Klapka asked the commission if they were interested in increasing his hours. He is currently working 12 hours a week. Town Manager Carey shared that the previous administrator had put in a request for Deputy Klapka to work up to 24 hours a week and has received a contract reflecting that. Mayor Kapper stated he believes the town is ready for that. Commissioner Maynard asked Deputy Klapka how many hours he believes would be needed to complete his duties and Deputy Klapka said up to 24 hours a week total.

Christy Herig 17609 1st E	Expressed Concerns about the accuracy of Substantial Damage determinations. She shared that she could help residents with the calculations.
Jennie Blackburn 17717 Gulf Blvd Unit 202	Asked Attorney Eschenfelder about if there was an ordinance or procedure relating to condemning houses. Attorney Eschenfelder shared that the unfit and unsafe house ordinance was what created. He shared that any final action taken by the town on private property would have to be approved by a judge.

#### 2. Building Department Services Update

Three vendors from the town's building department services RFP were present to answer questions and introduce themselves to the commissioners. The vendors were CAP Government, Willdan, and JPI.

Kathy Croteau with CAP Government began the presentations. She is the Operations Manager for the Gulf Coast. She presented to the commission and took questions. Discussion pertained to revenue structures, staffing, and other needs of the town.

Following CAP Government's presentation, Mr. Al Brady with Willdan presented to the commission. He is the Deputy Director of Building and Safety. He answered questions from the commission. There was discussion surrounding how the town's needs can be met, what building officials would be best for the town, and revenue structure.

Concluding the presentations was JPI. Joe Payne, the President of JPI, took questions relating to JPI's proposal. There was discussion about the building officials, staffing, and revenue split. Some concerns about the revenue structure were raised by Attorney Eschenfelder.

Mr. Levy wanted to know if there is something

being done so that permit fees could be waived in the event of a disaster. Mayor Kapper responded by saying the town has budgeted 5% of revenue to go into a reserve fund for that
purpose.

After the presentations had concluded, the commissioners discussed their impressions of each vendor. After this discussion, the commissioners agreed to invite CAP Government to a special meeting following the special budget meeting on September 3<sup>rd</sup> to meet and ask their proposed staff questions to further determine if they are suitable for the town.

#### 3. Sewer Project Update

Town Manager Carey informed the commission that three contractors have already begun work on the town's sewer and stormwater capital improvement project. She shared that APS is working on reassessing the town's sewer and stormwater systems and BLD is working on lateral rehabilitation. She provided the commissioners with a work schedule of the three contractors working on this project that showed where and when the contractors will be doing their work. She will be sharing this with the commissioners on a weekly basis.

Commissioner Hoyt asked when the last time the systems were assessed to which Town Manager Carey responded that it was done in 2021.

Commissioner Maynard asked at what point in this process the county would be interested in the sewer system. Management Analyst Soto shared with the commission that the county could take the system in its current state, but this would come at a high cost for the town. He shared that the county has a priority of making sure that lift stations are elevated to meet county standards which by itself is expensive. Town Manager Carey stated that the first step to get the county interested is having their staff come and assess our system.

Commissioner Hoyt asked if there were any grants that the town could apply for and Town Manager Carey shared that there is an FMA grant that town staff would be submitting a Notice of Interest for, which is due at 5 p.m. on August 29<sup>th</sup>.

#### G. MISCELLANEOUS

1<sup>st</sup> Public Hearing Budget FY25-26 – September 3, 2025 – 6:00 P.M. Regular Meeting- Wednesday, September 10, 2025 – 6:00 P.M. Final Public Hearing Budget FY25-26 – September 15, 2025 – 6:00 P.M.

#### H. ADJOURNMENT

There being no further business before the Boar	d, the meeting adjourned at 8:04
Respectfully submitted,	
Rafael Soto Management Analyst	Date Approved by Board of Commissioners

## ITEM E.1.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Retirement Announcement – Mario Orlando

Mario Orlando began his position as Public Works Technician on April 3, 2023. Since then, he has served our town with professionalism and dedication. He is most well-known with employees for his regular checks on office staff to make sure everyone is "okay." He has also been an enthusiastic supporter of information sharing with beachgoers. Mario loves to educate visitors about the importance of leaving no trace and filling in holes in the sand.

We will miss Mario around town hall but are reassured knowing he will continue to live nearby and is only a phone call away when we need help assembling the annual holiday tree at Nature Park.

Mario's last day is Friday, September 12.

Congratulations Mario and best wishes!

# CERTIFICATE

OF APPRECIATION UPON YOUR RETIREMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

Mario Orlando



In recognition of your outstanding dedication and contributions. Your commitment and hard work have made a significant impact on the Town of Redington Shores





## ITEM E.3.



## City of Seminole Fire Rescue

Achieving Service Through Dedication



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

September 2nd, 2025

Dear Town Administrator,

Attached are the lists of Fire and Emergency Medical Service (EMS) responses to your Town for the month of August 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 Ten (10) **Emergency Fire** responses for this time period with an average response time of 5:18 minutes.

Code F52 Code for Fire Incident/Fire Alarm

Code FIS Elevator Rescue

Code FI Outside Fire/Electrical hazard (Outside)

Code S Fire Alarm Test

Code M72 Water Rescue (Marine Unit Needed)

• There were Fifteen (15) **Emergency EMS** responses for this time period with an average response time of 4:51 minutes.

Code ME Code for Medical Incident

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... 25 Calls Found- WorkID: 0910769

Avg. Response: 00:05:18 -- Avg. Turnout: 00:00:55 -- Avg. ALS Response: 00:04:51 -- Avg. BLS Response: 00:05:58 --

#### Avg. Involved: 00:31:11 Criteria Used

Date Range Searched: 08/01/2025 to 08/31/2025

Municipality: REDINGTON SHORES

Incident	Date	Location	Code	Nature
5124801	08/01/2025 12:11:10		ME	21H-HEMORRHAGE
5124802	08/01/2025 12:11:24		F52	52-FIRE ALARM
5125949	08/03/2025 14:36:00		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5127302	08/05/2025 23:04:49		FI	67F-OUTSIDE FIRE (ENGINE)
5127408	08/06/2025 08:16:18		ME	26-SICK PERSON
5127601	08/06/2025 13:39:53		F52	52-FIRE ALARM
5127641	08/06/2025 14:32:21		ME	26-SICK PERSON
5127814	08/06/2025 20:31:15		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5128860	08/08/2025 15:08:17		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5129129	08/09/2025 00:19:07		ME	17-FALLS
5129395	08/09/2025 14:18:13		ME	32M-MEDICAL ALARM
5130341	08/11/2025 10:54:25		ME	17-FALLS
5130661	08/11/2025 20:19:05		M72	72M-WATER RESCUE (MARINE NEEDED)
5131254	08/12/2025 20:10:51		ME	12-SEIZURES
5133272	08/16/2025 11:36:42		ME	9D-POSSIBLE DEATH
5135069	08/19/2025 14:51:56		ME	26-SICK PERSON
5135153	08/19/2025 17:31:36		ME	12-SEIZURES
5135610	08/20/2025 14:35:46		F52	52-FIRE ALARM
5136308	08/21/2025 18:58:25		FI	67F-OUTSIDE FIRE (ENGINE)
5137171	08/23/2025 10:43:23		F52	52-FIRE ALARM
5137615	08/24/2025 02:43:27		ME	28-STROKE (CVA)
5137891	08/24/2025 15:07:41		ME	26-SICK PERSON
5138373	08/25/2025 12:43:46		RI	77-MOTOR VEHICLE COLLISION
5139777	08/27/2025 19:50:05		FIS	550-ELECTRICAL HAZARD (OUTSIDE)
5141369	08/30/2025 16:00:38		ME	23O-OVERDOSE

## ITEM F.1.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Building Department Services – Contract Update

#### **BACKGROUND**

At the 9-3-2025 Special Meeting, Commissioners were introduced to staff members from C.A.P. Government to hear detailed information about their services.

Commissioners voted in favor of directing the Town Attorney and Town Manager to enter into negotiations with C.A.P.

At the writing of this memo, I have not received the proposed contract. I will email the proposed contract to Commissioners as soon as I receive it and the attorney reviews it.

## ITEM G.1.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Code Enforcement Contract with Pinellas County Sheriff's Office

#### **BACKGROUND**

The town's contract with the Pinellas County Sheriff's Office for code enforcement services must be renewed annually. Our current contract will expire on 9-30-25.

The updated contract is attached. It includes an increase from 12 to 24 hours per week.

It also includes an increased hourly rate from \$59.00 to \$63.73.

The increase in hours only sets the maximum limit of hours. We can adjust as needed.

#### **RECOMMENDATION**

I recommend approving the new updated contract.

#### CONTRACT FOR CODE ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN REDINGTON SHORES, a municipal corporation of the State of Florida (hereinafter "TOWN"), and BOB GUALTIERI as SHERIFF, PINELLAS COUNTY, FLORIDA (hereinafter "SHERIFF").

#### **WITNESSETH:**

WHEREAS, the TOWN is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase code enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the TOWN has requested that the SHERIFF furnish code enforcement services to its inhabitants and citizens; and

WHEREAS, the TOWN desires that the SHERIFF furnish code enforcement services for an estimated twenty-four (24) hours per week and duly perform any and all necessary and appropriate functions for the TOWN; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

- 2. LEGAL AUTHORITY. This Agreement is entered into pursuant to the Provisions of Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of police services for certain code enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.
- 3. INDEMNIFICATION. With regard to providing code enforcement services, the SHERIFF will defend and pay any litigation or judgment against the TOWN, its agents or employees, arising out of the performance of the services to be provided under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provision of Florida Statute 768.28 as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

- 4. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.
- 5. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide code enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.
- 6. PROVISION OF SERVICES. SHERIFF will provide one (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Town Administrator. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will, in conjunction with the TOWN'S attorney, prepare and present code violation cases before the TOWN'S Magistrate as necessary, and, in conjunction with the TOWN'S

administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

- 7. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all County ordinances applicable within the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate charges for violations of all ordinances.
- 8. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.
- 9. DEPUTY EQUIPMENT. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary and appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or the North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.
- 10. LAW ENFORCEMENT PERSONNEL, SWORN AND UNSWORN. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel, whether sworn or unsworn, performing services under this Agreement.
- 11. NOTICE. Notice as required to be given hereunder shall be given to the following persons:
  - A. The Sheriff of Pinellas County:
    Bob Gualtieri, Sheriff
    P. O. Drawer 2500
    Largo, FL 33779-2500

- B. Town of Redington Shores:
  Town Administrator
  17425 Gulf Blvd.
  Redington Shores, Florida 33708
- 12. TERM AND EFFECTIVE DATE. The term of this Agreement shall be from the 1st day of October 2025, through September 30, 2026. The TOWN is responsible for filing this Agreement with the Clerk of the Court on or before October 1, 2025.
- 13. COMPENSATION. The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of SIXTY-THREE DOLLARS AND SEVENTY-THREE CENTS (\$63.73) per hour, which shall be due upon receipt.
- 14. TERMINATION. Either party to this Agreement may terminate this Agreement without cause upon written notice to be given not less than 60 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other party and a receipt signed by the other party.
- 15. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.
- 16. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.
- 17. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party

without the express written consent of the TOWN, which consent must be agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

The remainder of the page left intentionally blank.

IN WITNESS WHEREO	OF, the parties to this Agreement have cause	sed the same to be
signed by their duly authorized	representatives this day of	2025.
ATTEST:	TOWN OF REDINGTON S	HORES
Town Clerk	Mayor	
	SHERIFF OF PINELLAS COU	JNTY, FLORIDA
	Bob Gualtieri, Sheriff	

## ITEM G.2.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Vacancy on Planning and Zoning Board

### **BACKGROUND**

The town advertised on our website the vacancy for an Alternate position on the Planning & Zoning Board. We received 1 letter of interest. The letter is from Lisa Foster who previously served on the Board. Her resume is attached.

### Lisa D. Foster, CFM

845 180th Ave. E., Redington Shores, FL 33708

(813) 493-5857

lddfoster@gmail.com

### **Professional Summary**

Experienced floodplain management professional with 17+ years of expertise in watershed planning, regulatory compliance, and climate adaptation. Nationally recognized for elevating Pinellas County's FEMA CRS rating from Class 5 to Class 2, resulting in  $\sim$ \$10M in annual flood insurance savings. Skilled in H&H modeling, policy development, and stakeholder engagement. Combines engineering insight with environmental stewardship and community resilience.

### **Core Competencies**

- GIS Mapping & Risk Communication
- FEMA NFIP & CRS Program Administration
- Emergency Preparedness & Response Planning
- Floodplain Development Review & Compliance
- Hydrologic & Hydraulic (H&H) Modeling
- Climate Vulnerability Assessment & Planning
- Public Education & Stakeholder Coordination

### **Key Achievements**

- Developed Real Estate Flood Disclosure Program
- Chaired Florida Floodplain Managers Association (2023–2024)
- Co-Chair, ASFPM Insurance Committee & Risk Rating Task Force
- FEMA National Award for Excellence in CRS (2018)
- Graduate, Leadership Pinellas Class of 2019

### **Education**

Master of Science in Engineering Science University of South Florida – Tampa, FL | May 2007 Concentration: Water Resources

Bachelor of Science in Biology University of Tampa – Tampa, FL | Dec 1998 Minor: Chemistry

### **Professional Experience**

### Floodplain Administrator

Pinellas County - Clearwater, FL | May 2016 - Present

- Oversees NFIP and CRS program implementation
- Facilitates flood warning and emergency response coordination
- Leads training and development for staff and partners
- Maintains and updates floodplain policies and standards
- Monitors legislative trends and stakeholder feedback
- Supervises staff performance and development planning

### **Water Resources Engineering Scientist**

Jones Edmunds & Associates - Tampa, FL | May 2007 - May 2016

- Led floodplain and CRS coordination
- Conducted H&H modeling and floodplain delineation
- Supported water quality and stormwater development reviews

### **Professor**

American Public University - Charles Town, WV | Apr 2010 - Jan 2013

- Taught Water Science and U.S. Federal Environmental Organization

### **Engineering Intern**

SWFWMD, SWIM Department – Tampa, FL | Jan 2007 – May 2007

- Contributed to watershed restoration and planning

### **Research & Teaching Assistant**

University of South Florida – Tampa, FL | Jan 2006 – May 2007

- Modeled hydrologic systems and taught engineering courses

### Science Teacher

School District of Hillsborough County - Tampa, FL | Aug 2001 - Jan 2006

- Taught Physical Science Honors and Comprehensive Science II & III

### **Professional Affiliations**

- Florida Floodplain Managers Association (FFMA) Board of Directors, Past Chair
- ASFPM Co-Chair, Insurance Committee & Risk Rating 2.0 Task Force; Legislative Committee Member
- FLERA Board of Directors, Past President

### **Public Service**

- Chair, Charter Committee Town of Redington Shores
- Chair, Planning & Zoning Board Town of Redington Shores

### **Conference Presentations (Selected)**

- ASFPM 2025 Plenary: From Plans to Progress New Orleans, LA
- TBRPC 2025: Shaping Flood Forecasting for Resilience and Recovery Palmetto, FL
- NACo 2024: Essential Tools for Advancing County Sustainability Tampa, FL
- FFMA 2023: Canary in a Rainstorm Orlando, FL
- ASFPM 2022: Partnering with Real Estate for Risk Communication Orlando, FL
- National Flood Conference 2020: Communicating Flood Map Changes Baltimore, MD (Virtual)

## ITEM G.3.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Agreement with Duke Energy for Utility Undergrounding Project

### **BACKGROUND**

The Commission previously approved the Utility Undergrounding Project in the Capital Improvement Plan. Additionally, the Commission approved the Binding Cost Estimate (BCE) payment to Duke Energy in the amount of \$3,795,678.86 at the July 9, 2025 Regular Meeting.

Enclosed for your consideration is an agreement prepared by Duke Energy to complete the relocation work. The agreement has been reviewed by Attorney Eschenfelder.

### **RECOMMENDATION**

I recommend approving the Duke Energy contract to authorize Duke to perform the relocation work for the town's Utility Undergrounding Project.



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

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

THIS UNDED COOLING CONVENCION A CONFINENT OF THE ARCHITICAL TO A CONTINUE OF THE ARCHITICAL TO
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 Town of Redington Shores (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
<b>WHEREAS</b> , 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
<b>WHEREAS</b> , 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;
<b>NOW THEREFORE</b> , 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. <u>DEFINITIONS</u>
"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





- "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 90 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 90 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 - Florid
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 30 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 \$\frac{3,795,678.86}{},\$ 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.).

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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 within 24 months, 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

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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.

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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. <u>LIMITATION OF LIABILITY</u>

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.

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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:

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<u>DE</u>:

Duke Energy Florida, LLC 299 1st Avenue North St Petersburg, FL 33701 Attn: Marc Arnold The Applicant:
Town of Redington Shores
17425 Gulf Boulevard
Redington Shores, FL 33708
Attn: Margaret Carey

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. <u>TERMINATION</u>

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.

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### 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:

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- 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

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proceeding Agreemen	gs involving Applicant, any termination of thi	s Agreement, and any assignment or conveyance of this
<b>IN WITNESS WHEREOF</b> , the Parties have duly executed this Agreement as of the date and year first above written.		
DUK	E ENERGY FLORIDA, LLC D/B/A	
DUK	TE ENERGY	TOWN OF REDINGTON SHORES
By:		By:
	printed name	printed name
	title	title

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

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

### **DUKE** ENERGY.

### Exhibit A – Work Order Summary

Town of Redington Shores
Gulf Blvd – Between 174<sup>th</sup> Ave E and 183<sup>rd</sup> Terrace Dr
Undergrounding Project

### **SUMMARY**

All terms used herein shall have the same meaning as those used in the Agreement to which this Exhibit is attached, except as otherwise expressly noted herein. The Relocation Work consists of converting Duke Energy Florida's ("DE") power line Facilities identified herein from overhead ("OH") to underground ("UG"). Applicant is working independently with all other utilities that may be impacted by this work order. Where reasonably possible, DE will endeavor to enter into joint trench agreements with such other utilities. The UG Facilities are to be installed in the easements and rights-of-way provided by Applicant.

### **SCOPE OF WORK**

- DE will convert the Facilities from OH to UG. The specific Facilities to be converted from OH to UG as part of the Relocation Work are set forth in more detail in attached Schedule 1. Schedule 1 drawings to be provided to applicant prior to construction start.
- The plans and specifications for the Relocation Work, if any, are identified in attached Schedule 2.

### **LOCATES**

- Prior to the start of Work in any particular area, DE shall seek to locate all pre-existing UG
  utilities that might lie within the anticipated Cable Route in accordance with the guidelines
  established within the "Call Sunshine" program.
- DE and its contractors and consultants shall not be responsible for any damage to any preexisting UG utilities or improvements not identified under the Call Sunshine program. Such facilities not identified under the guidelines of Call Sunshine program are to be located by and are the responsibility of Applicant.

### CONSTRUCTION

• The method of excavation for the Relocation Work primarily will be by directional bore.

### **RESTORATION**

Restoration of the Cable Route, including all improvements located within it except for those
pre-existing UG utilities and improvements identified pursuant to the Call Sunshine program,
is not included in the Binding Cost Estimate. DE's crews and/or contractors only will be
required to backfill and level the easements and rights-of-way within the Cable Route
disturbed by the Work. Applicant is responsible for all other restoration work.

### **SERVICES**

- DE will provide a point of service for all non-residential services. These services will be owned and maintained by their respective customers.
- Meter-can conversions will be coordinated by DE under a separate contract with N/A.

### **DUKE** ENERGY.

### Exhibit A - Work Order Summary

Town of Redington Shores
Gulf Blvd – Between 174<sup>th</sup> Ave E and 183<sup>rd</sup> Terrace Dr
Undergrounding Project

### **STAKING**

- DE shall be responsible for staking all of its Pedestal, Transformer, and Pull-Box locations.
   Subject to the terms of the Agreement, DE shall be entitled to reimbursement from Applicant as a cost of the Work all costs associated with installation and/or relocation of any such Pedestal, Transformer, and Pull-Boxes resulting from the Relocation Work.
- Applicant is responsible for clearly staking and clearing the easements and rights-of-way along the Cable Route in a timely manner so as to cause no delay to DE's performance of the Work.

### **STREETLIGHTING**

 Any street lights to be installed shall be based on designs provided by DE. Any such street lights will be metered by DE and DE shall obtain the billing information from relevant customers seeking such lighting.

### **CUSTOMER COMMUNICATION**

 Applicant is required to obtain all necessary letters of consent from all customers affected by the Work.

### **EASEMENTS**

• Applicant shall provide the necessary easement(s) to allow access and installation of Duke Energy underground cables and equipment in easements as designated by DE.



### Exhibit B – Payment Schedule Town of Redington Shores Gulf Blvd – Between 174th Ave E and 183rd Terrace Dr Undergrounding Project

**PAYMENT SCHEDULE** 

• In accordance to Article 7, the Binding Cost estimate shall be paid by the Applicant in conjunction with providing the Notice to proceed.



### Schedule 1 - Work Order Drawings

Town of Redington Shores
Gulf Blvd – Between 174th Ave E and 183rd Terrace Dr
Undergrounding Project

### **WORK ORDER DRAWINGS**

• Duke Energy Florida ("DE") shall provide a copy of the preliminary work order drawing(s) of the design to Applicant, if requested. Work order drawings are construction prints for DE crews and are subject to change based on field conditions.



### Schedule 2 - Plans and Specifications

Town of Redington Shores
Gulf Blvd – Between 174th Ave E and 183rd Terrace Dr
Undergrounding Project

### **PLANS AND SPECIFICATIONS**

• Duke Energy Florida ("DE") shall provide a copy of the preliminary work order drawing(s) of the design to Applicant, if requested. Work order drawings are construction prints for DE crews and are subject to change based on field conditions.



### Schedule 3 - Planned Sequencing and Schedule

Town of Redington Shores
Gulf Blvd – Between 174th Ave E and 183rd Terrace Dr
Undergrounding Project

### **PLANNED SEQUENCING**

• Applicant has asked Duke Energy Florida ("DE") to start the Relocation Work at the following location: N/A.

### **SCHEDULE**

- DE shall endeavor to complete the Relocation Work within 24 months after the Notice to Proceed is received and all conditions are met per the Agreement.
- DE shall not be required to perform any work on weekends or holidays.
- DE shall notify Applicant when work is scheduled to begin.



### INVOICE

Invoice: **Invoice Date:** Page: F3774811901 9/4/2025 1 of 1

Email sent to customer on 09/04/2025

Bill to: TOWN OF REDINGTON SHORES

17425 GULF BLVD MARGARET CAREY

REDINGTON SHORES FL 33708

Customer ID: PO / Contract No:

Payment Terms: Due Date:

**Amount Due:** 

Net 30 10/4/2025

\$3,795,678.86

000351627

\$3,795,678.86 **Amount Due:** 

Invoice for work or services performed at: GULF BLVD REDINGTON SHORES FL

For questions about your invoice, please contact Miriam Tucker at Miriam. Tucker@duke-energy.com

Line	Date of Charge	Description	Net Amount
1	09/03/2025	Customer contribution	\$3,795,678.86
		INVOICE TO UNDERGROUND EXISTING DISTRIBUTION FACILITIES FOR THE TOWN OF REDINGTON SHORES ON GULF BLVD BETWEEN 174TH AND 183RD PER THE DETAILS IN THE UNDERGROUND CONVERSION AGREEMENT. DUKE ENERGY TO PERFORM ALL OF THE WORK. STREETLIGHTS NOT INCLUDED.	

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

I Please detach and return with your payment. Please indicate invoice number on check.

**Payment Coupon** 

Please make check payable to:

**Duke Energy** PO Box 602880 Charlotte NC 28260-2880 **ACH Instructions:** 

Wells Fargo - Florida 121000248 **Duke Energy** 002062640508238

Invoice Number:

F3774811901

50226

Corporation Code: Please Pay By: 10/4/2025 Customer ID: 000351627 **Total Amount Due:** 

\$3,795,678.86

Fed Tax ID # 56-2155481

TOWN OF REDINGTON SHORES 17425 GULF BLVD MARGARET CAREY **REDINGTON SHORES FL 33708** 

Amount Enclosed



## ITEM G.4.



Date: September 10, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Building Department Project

As we prepare to transition to a new building department services provider, I suggest the town update the building department office. The current office space and furniture is outdated and inadequate for today's operational needs. Additionally, the customer service window that was installed lacks a microphone and is difficult to communicate through the glass.

Modernizing the workspace aligns with the town's goals of efficiency, professionalism, and continuous improvement. It would allow staff to improve the level of customer service provided to our residents.

A review of building department reserve funds indicates an adequate budget for the project.

### **RECOMMENDATION**

I recommend approving a building department update project.

# ITEM H.7.



Date: September 4th, 2025

To: Board of Commissioners

From: Michael Pafumi, Public Works Department Supervisor

Re: Public Works Department Monthly Report – August

### **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 August, not including normal daily activities:

- Landscaping repairs are completed at Nature Park.
- Manhole repair on South Bound Lane of Gulf Blvd/ 183rd Terrace West completed.
- Landscaping repair/ sprinkler installation complete at the dog park @176<sup>th</sup> Ave.
   Circle.





• Currently preparing 11 replacement ocean buoys.





• Contractors (BDL, APS, GUSC) have begun sewer lining/ stormwater system repair.



### Pending/ upcoming projects.

- Light poles and lights installed in gravel lot. Suncoast Electrical. Expected start date of 09/14/2025 (delay caused by supply chain issues with pole bases).
- Replacement of damaged Radar digital speed signs.

## ITEM H.8.



Date: September 5, 2025

To: Board of Commissioners

From: Margaret Carey, Town Manager

Re: Monthly Update – Town Manager's Report

Here are the highlights from August 4 – September 5, 2025.

### **General Updates:**

Our 70<sup>th</sup> Anniversary Celebration was a success! Very well attended by the residents.

- Picnic planning is full steam ahead! The annual picnic is scheduled for Saturday, October 4<sup>th</sup>. Staff are finalizing plans and gathering community volunteers.
- The Sewer System project is moving forward. Weekly schedules are posted.
- Attorney Eschenfelder and I are pursuing a contract with C.A.P. for building department services.
- The Commission will consider approval of the Duke Energy contract at the September 10<sup>th</sup> meeting to begin the much anticipated Utility Undergrounding project.

### Week of August 4, 2025

- Prepared interview questions and packets for Public Works candidates.
- Worked on FY26 employee insurance plans.
- Supervisor Pafumi and I interviewed candidates for the Public Works position on Tuesday and Thursday.
- Met with the Code Enforcement Officer to discuss issues.
- Met with our webmaster to discuss updates to the website.
- Extended an offer of employment to M. Harner for the Public Works position.

### Week of August 11, 2025

- Met with the Indian Shores Town Administrator, Finance Director and our 2 Accountants to discuss details of the interlocal agreement.
- Training with Clerk Fultz.
- Spoke with a Santa's Angels representative to approve drop off boxes in our lobby at the holidays.
- Worked on researching code enforcement activity. Shared with Commissioners.
- Worked with Supervisor Pafumi to develop a procedure and call log for resident calls.
- Rafael and I met with our FDEM consultant and worked on gathering required/outstanding documents for FDEM and FEMA claims.
- Held a staff meeting to review last night's Commission meeting and to discuss current issues.

- Created an account with Concentra to send employees for new hire physicals and drug screening.
- Posted the P&Z board opening to the website.
- Prepared and emailed letter of support for Mayor Brooks BIG-C Forward Pinellas appointment.
- Emailed signed sewer contract to BLD.
- Met with the Building Official Tony Bryan to discuss issues.
- Wrapped up new hire paperwork and completed candidate response letters.

### Week of August 18, 2025

- Met with APS and BLD to discuss the sanitary/sewer and stormwater projects. Work will begin next week on the north end of town – east of Gulf Blvd.
- Coordinated with Accounting to share contracts, prepare Purchase Orders and adjust CIP/budget planning for the sewer and stormwater projects.
- Coordinated with staff regarding planning for the Hurricane/Flood Expo this week.
- Training with Clerk Fultz.
- Worked with staff to update forms and policy for Town facility rentals (based on updates approved by the Commission in 2024).
- Confirmed a meeting date for the LDC revisions ordinance to be set on a Commission agenda. October 8, 2025.
- Attended a virtual mediation session with Attorney Eschenfelder regarding an ongoing case.
- Attended the hurricane/flood workshop. Approximately 25 attendees. *The Duke Live Wire demonstration was awesome!*
- I rode around town with Mike Pafumi to check out parks, lift stations, and beach accesses.
- Met with the Mayor to discuss Building Department services.
- Research for FY26 health insurance plan.
- Met with a Redington Beach Commissioner to discuss impact fees charged to RB residents and approved refunds to Redington Beach residents who were incorrectly charged an impact fee with their permits.
- Contacted bidders for Building Department Services.

### Week of August 25, 2025

- I responded to the County's Vulnerability Assessment. The assessment summarized our town's exposure to flood risk from storm surge. The results were not surprising given our location, but completion of the assessment positions our town for future grant funds to invest in resilience projects for the infrastructure identified in the report.
- Worked on the FY26 health insurance contract.
- Training with Clerk Fultz.
- Attended an all-day FDEM FROC training session with Rafael. "Opting-in" to the F-ROC program will help our town apply for and receive FEMA funds quicker. It also minimizes the chance of FEMA coming back to ask for additional documentation.
- Attended the BIG-C meeting.

- Prepared "open enrollment" materials for employees.
- Attended the Emergency Operations Training refresher at ISPD. I will be updating our town's Emergency Operations Plan and include it on an upcoming workshop agenda.
- Contacted CAP to invite them to the September 3<sup>rd</sup> Special Meeting.
- Worked with Rafael to complete the Notice of Interest form for the FY25-26 FMA (Flood Mitigation Assistance) grant through FDEM. We applied for 4 lift stations to be elevated.
- Attended the Town's 70<sup>th</sup> Anniversary Celebration.

### Week of September 1, 2025

- Instructed SAFEBuilt that permit tech Rodriguez is no longer allowed to interact with the public due to numerous complaints. She is to work on permit processing only.
- Completed additional paperwork for FY26 health insurance plan.
- Worked on code enforcement services contract.
- Set up 30-60-90 day evaluation reviews with the Town Clerk and Deputy Clerk/Management Analyst.
- Received contract and official invoice from Duke for Undergrounding Project.
- Followed up with CAP to discuss a proposed contract.
- Reviewed the town's Emergency Ops plan for updates.
- Reviewed potential grant programs with Rafael.



### **Issued Permits**

08/01/2025 - 08/31/2025

Report run on: 09/03/2025

Page: 1

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/01/2025	RESIDENTIAL INTERIOR DEMOLITION	Demo permit to clear for rebuild	585 180TH AVE E	SWENSON CONSTRUCTION LLC	750.00
08/01/2025	RESIDENTIAL ROOF OR RE- ROOF	23 Square, Owens Corning Modified Bitumen Deck Seal - Low Slope - FL19979.2 (R3)	117 WALL ST	DAN MC CULLERS INC	14,980.00
08/01/2025		RE-ROOF 28 SQ FLAT ROOF USING CERTAINTEED MODIFIED BITUMEN(FL2533- R33) EXCLUDING TOP TPO ROOF	226 176TH TER DR E	SPANGLER ROOFING LLC	13,500.00
08/01/2025	COMMERCIAL ELECTRICAL	Ins. requirement change old 125A panel with a new 125A panel	17960 GULF BLVD # 208	NATIVE SON ELECTRICAL LLC	1,700.00
08/01/2025	RESIDENTIAL ELECTRICAL	Kitchen remodel	17735 GULF BLVD # 404	ALLEN ELECTRICAL SERVICES	4,425.00
08/04/2025	RESIDENTIAL RENOVATION/REMODEL	Duplex. Replace damaged drywall. Replace interior and exterior doors. Install base kitchen cabinets and bath vanities. Install smoke alarms	144 174TH AVE E	DAVIS BUILT PROPERTIES, LLC	69,318.76
08/04/2025	RESIDENTIAL CONCRETE /PAVERS	Demo old driveway, add new driveway with new pavers in the highlighted area on the survey	328 176TH AVENUE CIR	AFFORDABLE PROPERTY RENOVATIONS, INC.	28,411.50
08/04/2025	RESIDENTIAL RENOVATION/REMODEL	Flood Repair/ Storm Damage: Drywall, Flooring, Plumbing, Cabinets, Interior doors, Trim, Electric, Paint	17706 WALL CIR	CONNECT CONSTRUCTION LLC	75,300.00
08/04/2025	RESIDENTIAL RENOVATION/REMODEL	replace drywall, install kitchen cabinets, bathroom vanities, sink, carpet, closet, baseboards, trim, appliances, paint	214 176TH TERRACE DR E	OWNER BUILDER	17,332.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/04/2025	RESIDENTIAL DOORS / WINDOWS	Remove and replace same size 3 windows and 1 patio door, all impact 21179.2, 42384.1	18325 GULF BLVD # 408	NEWSOUTH WINDOW SOLUTIONS, LLC	15,900.00
08/04/2025	RESIDENTIAL DOORS / WINDOWS	Replace 2 existing windows with 2 picture windows mulled together in 1 opening. FL#17794.1	110 WALL ST	FLANAGANS PORCH SERVICE, INC.	5,143.52
08/04/2025	RESIDENTIAL DOORS / WINDOWS	Install (3) Motorized Roll Down Hurricane Shutter FPA	17940 GULF BLVD # 8B	BETTERVIEW WINDOW AND SHUTTER	13,700.00
08/05/2025	COMMERCIAL DOORS/WINDOWS	Install three (3) Motorized Roll- up shutters FL 17000.1	17720 GULF BLVD # A404	ROLL-A-GUARD	24,356.00
08/05/2025	RESIDENTIAL DEMOLITION	Demo Existing House, Slab, Foundation, Etc	18097 1ST ST E	ZUMWALT DESIGN BUILDERS INC	16,163.18
08/05/2025	RESIDENTIAL ROOF OR RE- ROOF	Reroof , Removing existing roof and replacing with new modified bitumen. 29 sq 1/12 pitch 1 story	17439 2ND ST E	EFFICIENT HOME SERVICES OF FLORIDA LLC	26,000.00
08/05/2025	RESIDENTIAL RENOVATION/REMODEL	Scope Of Work: Garage: Install new r30 insulation, new 5/8" sheetrock, new 1/2" drywall in dividing wall Dowstairs: Install new r30	18113 1ST ST E	AGC BUILDERS INC	70,761.35
08/05/2025	RESIDENTIAL DOORS / WINDOWS	Hurricane Protection	17738 1ST ST E	STORM BLOCKERS	17,574.00
08/05/2025	RESIDENTIAL NEW CONSTRUCTION	Foundation 17616 Lee Foundation from permit 25-0661	17616 LEE AVE	CENTRAL BUILDERS GROUP INC	
08/05/2025	RESIDENTIAL INTERIOR DEMOLITION	remove 4 ft of drywall due to storm	726 182ND AVE E	STEVE O'S LLC	2,000.00
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	Remodel of kitchen, bathrooms drywall, insulation, cabinets, countertops, 2 vanities, 7 interior doors, trim, baseboards, paint	17741 1ST ST E	HANDY PROS LLC	120,000.00
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	Repairs due to flood, foundation slab, drywall, bearing walls, tie beams, trusses, framing joist, beams, sub-flooring, exterior finishes, cabinets, interior doors	17705 LONG POINT DR	ALEKSIN CONSTRUCTION INC	61,576.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	remove nonpermitted hurricane repair work, inspections, build back drywall, baseboards, painting	104 177TH TER W	ORBE CONSTRUCTION, INC.	40,827.34
08/06/2025	RESIDENTIAL INTERIOR DEMOLITION	Removal of the drywall and electrical wiring damaged with the flooding. Removal and disposal of the interior waste materials. Repair home due to hurricane	18001 1ST ST E	OWNER BUILDER	10,000.00
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	Répair home due to hurricane flood. Including electrical, insulation, drywall, interior doors, cabinetry, millwork and paint as needed	122 WALL ST	VAUGHAN YOST CONSTRUCTION INC	79,290.00
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	remodel, drywall, exterior back door, cabinets, flooring, bathroom, interior doors, baseboard, trim	114 WALL ST		58,673.14
08/06/2025	RESIDENTIAL RENOVATION/REMODEL	rebuild, drywall, paint, cabinets, vanity, outlets, fixtures	208 176TH TERRACE DR E	OWNER BUILDER	34,028.99
08/06/2025	RESIDENTIAL POOL OR SPA	Pool permitted on Permit B- 13162 Nov. 14,2022 OLD LICENSE NUMBER	108 WALL ST	PCS POOLS LLC	95,000.00
08/06/2025	RESIDENTIAL ROOF OR RE- ROOF	TEAR OFF AND REROOF - SHINGLE	705 182ND AVE E	ROOF PANDA LLC	8,250.00
08/06/2025	COMMERCIAL ELECTRICAL	We are replacing the existing obsolete electrical service with a new service due to the age of the service.	17500 GULF BLVD	BORRELL ELECTRIC CO INC	150,000.00
08/06/2025	COMMERCIAL ELECTRICAL	Insurance requirement, change old 125A panel to a new 125A panel.	17960 GULF BLVD # 222	NATIVE SON ELECTRICAL LLC	1,700.00
08/06/2025	COMMERCIAL ELECTRICAL	Ins. req. change old 125A panel for a new 125A panel.	17960 GULF BLVD # 216	NATIVE SON ELECTRICAL LLC	1,700.00
08/08/2025	RESIDENTIAL RENOVATION/REMODEL	***PRIVATE PROVIDER*** hurricane storm damage repairs, front door, interior door, drywall, plumbing, cabinets	123 WALL ST	ALL IN ONE EXTERIOR & INTERIOR REMODELING LLC	60,216.75
08/08/2025	COMMERCIAL RENOVATION/REMODEL	Hurricane Helene and Milton repairs drywall, shower, water heater, resetting toilet, interior doors, trim, cabinet, vanity	17880 GULF BLVD # 15	VELOCITY SERVICES GROUP, FL, LLC	42,000.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/08/2025	RESIDENTIAL ROOF OR RE- ROOF	Re-Roof	17460 1ST ST E	R VALUE ROOFING & INSULATION LLC	15,500.00
08/08/2025	RESIDENTIAL ELECTRICAL	equal change out of jaw, and re energize with duke energy	189 175TH TERRACE DR E	LIVE WIRE ELECTRICAL SERVICES	415.00
08/11/2025	RESIDENTIAL INTERIOR DEMOLITION	REMOVAL OF WALLS, INSULATION, INTERIOR DOORS, CABINETS, ETC.	17711 LONG POINT DR		15,750.00
08/11/2025	COMMERCIAL RENOVATION/REMODEL	replace drywall, replace electrical, countertop, cabinets, bathroom, flooring, vanity, ceiling fan	17740 GULF BLVD # 7	TURNER BUILDING CONTRACTORS LLC	58,749.63
08/11/2025	RESIDENTIAL RENOVATION/REMODEL	Replace 3 feet of damaged drywall throughout the house, replace 3 exterior doors and all interior bedroom and closet doors replace damaged Hurricane Repair - demo and	18211 GULF BLVD	ALFONSO DESIGN BUILD, INC	96,842.34
08/11/2025	COMMERCIAL RENOVATION/REMODEL	remodel of clubhouse common areas to include new drywall, paint, insulation, baseboards, trim_interior doors_new_Renovation/remodel Hurricane.	17755 GULF BLVD	LAKESIDE RESTORATION, LLC	118,619.97
08/11/2025	RESIDENTIAL RENOVATION/REMODEL	Renovation/remodel Hurricane. Private provider packet included. PLUMBING, MECHANICHAL, FRAMING, EXT. DOORS. WINDOWS	17541 2ND ST E	CHOUINARD BUILDERS LLC	297,449.65
08/11/2025	COMMERCIAL RENOVATION/REMODEL	to replace the lower building to the same layout as before the hurricane.	17622 LEE AVE	RSB CONSTRUCTION INC	398,652.20
08/11/2025	RESIDENTIAL INTERIOR DEMOLITION	interior demo	184 175TH AVE E		2,000.00
08/11/2025	RESIDENTIAL ROOF OR RE- ROOF	TEAR OFF ROOF TO BARE WOOD, RE-NAIL DECK, INSTALL GAF 9FL3443.1) TPO SYSTEM 22SQ @ 1/12 PITCH	208 176TH TERRACE DR E	DURALAST ROOFING AND CONSTRUCTION, INC	15,600.00
08/11/2025	RESIDENTIAL ELECTRICAL	Provide electric to dock.	859 180TH AVE E	BUELL ELECTRICAL INC	3,770.00
08/11/2025	RESIDENTIAL MECHANICAL	ECO 4 TON 15.2 SEER2 HORIZONTAL SC SYSTEM	17603 1ST ST E	ARCTIC AIR SYSTEMS	12,770.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/13/2025	RESIDENTIAL DEMOLITION	demolition	501 180TH AVE E	RED MOUNTAIN BUILDERS, LLC	17,500.00
08/13/2025	RESIDENTIAL FENCE OR WALL	New white PVC shadow box fence on left and right sides of property: Left side 66' + 22' with 63" gate, Right side 24' + 2' + 9' + 2' new PVC Meirose flat-top fence	121 FOREST HILLS DR	VILO FENCE LLC	5,297.11
08/13/2025		new PVC Melrose flat-top tence (4' high, white) along the back of the property, including one 4'H x 48"W swing gate with black hardware E/C/O of a 2.5 ton water source	119 FOREST HILLS DR	VILO FENCE LLC	2,533.16
08/13/2025	COMMERCIAL PLUMBING	E/C/O of a 2.5 ton water source heat pump - Remove and dispose of existing water source heat pump and install new water source heat pump	17920 GULF BLVD # 308	FAST OF FLORIDA, INC.	16,040.00
08/14/2025	RESIDENTIAL DOORS / WINDOWS	Installing 1 impact SGD and 2 impact windows. Product approval #251.9, #242.2. Size for size installation	255 176TH AVE E	STEVE'S WINDOWS AND DOORS	18,450.00
08/14/2025	COMMERCIAL FIRE SPRINKLER	Tims permit B-13411 Resubmittal without cost to closeout permit with As Built report Permit issue August 1 2023	17500 GULF BLVD	PYE BARKER FIRE & SAFETY	
08/14/2025	RESIDENTIAL ELECTRICAL	Modernize the panel and arc fault circuits.	119 175TH TERRACE DR E	M.R. ELECTRICIANS, INC.	4,500.00
08/15/2025	COMMERCIAL ROOF OR RE- ROOF	Reroof shingles and 60 MIL TPO, 0/12 and 3/12 pitch, 74.2 sq	17920 GULF BLVD	TRUST ROOFING	273,000.00
08/15/2025	RESIDENTIAL MECHANICAL	Equal change out of a 1.5 ton mini split system	117 177TH AVE W	ACTION AIRCONDITIONING INC	6,500.00
08/18/2025	COMMERCIAL RENOVATION/REMODEL	Remodel	17801 GULF BLVD	BDI SERVICES INC	28,000.00
08/18/2025	RESIDENTIAL FENCE OR WALL	construct 6ft block wall covered with faux brick stucco	247 176TH AVE E	PRESTIGE WALL SYSTEMS, INC	10,000.00
08/18/2025		Repair the interior of the clubhouse and the 2 pool bathrooms from the hurricane damage.	17900 GULF BLVD	CAMINO PALMS CONSTRUCTION AND PROPERTIES INC	329,600.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/18/2025	RESIDENTIAL RENOVATION/REMODEL	put Drywall back	119 175TH TERRACE DR E		25,482.00
08/19/2025	RESIDENTIAL RENOVATION/REMODEL	Rebuild / Remodel lower 4" of drywall. Remove and replace drywall and all lower outlet receptacles, HVAC, cabinets, vanity toilet tub	176 175TH AVE E	M & D CONSTRUCTION FL LLC	80,285.00
08/19/2025	COMMERCIAL ACCESSORY STRUCTURE	Install New Railing where damaged railing was removed	17960 GULF BLVD # 224	CM3 CONSTRUCTION GROUP	3,850.00
08/19/2025	COMMERCIAL ACCESSORY STRUCTURE	Freestanding Composite Roof Cover for Parking Spots with Concrete Piers at Post Locations Only, adding lighting and electrical work under the Freestanding Composite Roof	18304 GULF BLVD	TAMPA, SCREENS & ALUMINUM INC.	56,808.37
08/19/2025	COMMERCIAL ACCESSORY STRUCTURE	Cover for Parking Spots with Concrete Piers at Post Locations Only, adding lighting and electrical work under the	18304 GULF BLVD	TAMPA, SCREENS & ALUMINUM INC.	42,941.71
08/19/2025	COMMERCIAL INTERIOR DEMOLITION	Remove drywall throughout business and treat any exposed studs with antimicrobial treatment.	17471 GULF BLVD	INSPIRAMAR CONSTRUCTION LLC	1,568.00
08/19/2025	RESIDENTIAL MECHANICAL	Equal change out. Install new 3 ton Allied straight cool system with 8 kw heater.	204 175TH AVE E	CARR AIR CONDITIONING & HEATING	6,800.00
08/20/2025	RESIDENTIAL NEW CONSTRUCTION	New Construction Residence	235 176TH AVE E	GULF BEACH DEVELOPMENT INC	10.00
08/20/2025	RESIDENTIAL RENOVATION/REMODEL	replace outlets,kitchen cabinets,2 vanity cabinet interior doors baseboard and drywall to 4 ft	118 182ND AVE E # 2	KURT KNUTH CONSTRUCTION COMPANY	29,678.00
08/20/2025	RESIDENTIAL RENOVATION/REMODEL	replace outlets,2 vanity cabinet, interior doors baseboard	118 182ND AVE E # 4	KURT KNUTH CONSTRUCTION COMPANY	22,693.00
08/20/2025	RESIDENTIAL DEMOLITION	Remove and dispose of house structure in its entirety including concrete slab foundation.	234 176TH TERRACE DR E	AAA SERVICE COMPANY	13,750.00
08/20/2025	RESIDENTIAL INTERIOR DEMOLITION	Demo - Applicable Interior Drywall, Flooring and Non- Structural Framing	18198 3RD ST E	JPA CONTRACTORS INC.	3,250.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/21/2025	RESIDENTIAL RENOVATION/REMODEL	Interior rebuild, DRYWALL, CABINETS, PLUMBING, ELECTRICAL WORK	200 175TH AVE E	TODD'S CONTRACTING CORP	76,439.00
08/21/2025	COMMERCIAL RENOVATION/REMODEL	Add a closet, add a pocket door, drywall ceilings, add a french door. All doors are interior	17400 GULF BLVD # E-6	KEN WALKER BUILDERS INC.	45,000.00
08/21/2025	RESIDENTIAL RENOVATION/REMODEL	RENOVATION REBUILD, electrical outlets, interior doors, drywall, paint, trim, cabinets, vanity, flooring	180 175TH AVE E	OWNER BUILDER	24,219.39
08/22/2025	RESIDENTIAL DOORS / WINDOWS	Replace 7 windows size/ size with impact.	840 182ND AVE E	THE HOME DEPOT	11,084.85
08/22/2025	RESIDENTIAL RENOVATION/REMODEL	Remodel 2 bathrooms, kitchen, replace drywall	221 174TH AVE E	SAND PALMS CONSTRUCTION, INC.	45,312.00
08/22/2025	RESIDENTIAL RENOVATION/REMODEL	Interior Remodel	126 ATOLL AVE	Flagler Services	31,768.75
08/22/2025	RESIDENTIAL RENOVATION/REMODEL	Hurricane Damage Repairs	17549 2ND ST E	OWNER BUILDER	61,474.00
08/22/2025	RESIDENTIAL DOORS / WINDOWS	Install of Hurricane Rolldown Shutters to 4 openings of home.	17980 GULF BLVD # 301	STORM BLOCKERS	13,118.00
08/22/2025	COMMERCIAL ACCESSORY STRUCTURE	Freestanding Composite Roof Cover for Parking Spots with Concrete Piers at Post Locations Only	18304 GULF BLVD	TAMPA, SCREENS & ALUMINUM INC.	41,599.75
08/22/2025	RESIDENTIAL DOORS / WINDOWS	REPLACEMENT OF (1) ENTRY DOOR SIZE FOR SIZE. PRIVATE PROVIDER REVIEW AND INSPECTIONS.	201 175TH AVE E	WEST SHORE HOME, LLC	12,621.00
08/22/2025	COMMERCIAL MECHANICAL	Replace 2 existing Greenheck Model GB-420-7 exhaust fans like for like	17900 GULF BLVD	FIRSTCALL MECON, LLC	18,262.00
08/25/2025	RESIDENTIAL RENOVATION/REMODEL	Storm Damage Rebuild	120 177TH AVE W	CONNECT CONSTRUCTION LLC	40,600.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/25/2025	RESIDENTIAL RENOVATION/REMODEL	Replace drywall below 4 feet, replace 5 interior doors, replace kitchen cabinets in same configuration; electric outlets replaced in interior demolition	837 180TH AVE E	OWNER BUILDER	5,235.81
08/25/2025	RESIDENTIAL INTERIOR DEMOLITION	Remove drywall and appliances damaged by storm	35 180TH AVE W		500.00
08/25/2025	RESIDENTIAL DOORS / WINDOWS	remove SGD, alter opening to accept new Window and Door	17609 1ST ST E	BOZARTH CONTRACTORS INC	15,974.00
08/25/2025	COMMERCIAL DOORS/WINDOWS	replacing exterior front door size for size	18325 GULF BLVD # 408	J & G CARPENTRY INC	2,795.00
08/25/2025	RESIDENTIAL MECHANICAL	Remove and replace condenser and air handler ****need to install based on FBC****	217 176TH TERRACE DR E	IMPERIAL AIR CONDITIONING & REFRIGERATION, LLC	4,975.00
08/25/2025	RIGHT OF WAY	Proposed ±25' of 1" PE Service line.	18213 SUNSET BLVD	CLEARWATER GAS SYSTEM	
08/26/2025	COMMERCIAL ACCESSORY STRUCTURE		17740 GULF BLVD # 9-A	TURNER BUILDING CONTRACTORS LLC	18,850.00
08/26/2025	RESIDENTIAL DOCK/BOAT LIFT	Wreck and remove existing dock. Install (8) pilings for 12' x 21' main dock into a 12' x 4' lower landing.	510 182ND AVE E	FARMORE CONSTRUCTION LLC	21,790.00
08/26/2025	RESIDENTIAL RENOVATION/REMODEL	FLOOD DAMAGE REPAIRS TO HOME WITH 2 INCHES OF WATER TO INCLUDE: NEW FLOORING, NEW KITCHEN AND BATH CABINETRY AND	338 176TH AVENUE CIR	ROBERT J ROGERS GENERAL CONTRACTORS INC	91,267.00
08/26/2025	RESIDENTIAL ROOF OR RE- ROOF	Reroof GAF Shingle 25sq TopShield Defender Underlayment	17713 LONG POINT DR	U.S. SHINGLE, LLC	12,000.00
08/26/2025	RESIDENTIAL ELECTRICAL	Raising outlets 36in where needed throughout the house. And changing out an electrical panel.	135 175TH TERRACE DR E	Hunter Electrical L.L.C	10,000.00
08/27/2025	COMMERCIAL DOCK/BOAT LIFT	Redeck reframe 5'x12 extension at end of walkway. Dispose of old decking and frame ***We do not do electrical or plu	0 GULF BLVD	DECKS DOCKS AND SEAWALLS OF FLORIDA	3,000.00

Issued Date	Application Type	Project Description	Site Address	Primary Contractor	Valuation
08/27/2025	RESIDENTIAL SOLAR	Solar Panel Installation	18270 SUNSET BLVD	DAS LOGIC SERVICES LLC	118,000.00
08/27/2025	RESIDENTIAL DOORS / WINDOWS	6x Nautilus Rolldown Shutters	17400 GULF BLVD # J-1	ROLLSHIELD LLC	14,900.50
08/27/2025	RESIDENTIAL DEMOLITION	Remove and dispose of house structure in its entirety including driveway.	109 180TH AVE E	AAA SERVICE COMPANY	15,000.00
08/27/2025	RESIDENTIAL ELECTRICAL	T-POLE INSTALL 100 AMP	17724 LONG POINT DR	ALVIN DAVIS ELECTRICAL SERVICES INC.	900.00
08/27/2025	COMMERCIAL MECHANICAL	E/C/O OF A 3.5 TON H/P SPLIT SYSTEM ***INSTALL PER FBC*****	142 174TH TERRACE DR # 3	VELOCITY AIR CONDITIONING INC.	8,300.00
08/27/2025	COMMERCIAL MECHANICAL	E/C/O OF A 2 TON SPLIT SYSTEM	18304 GULF BLVD # 411	VELOCITY AIR CONDITIONING INC.	11,200.00
08/27/2025	COMMERCIAL MECHANICAL	Change out Install new 2-1/2 ton (14.30 SEER2) A/C - Heat central split system	17580 GULF BLVD # 108	J M HAYS INC	7,485.00
08/28/2025	COMMERCIAL RENOVATION/REMODEL	Residential Remodel - consisting of tile floor removal in kitchen, new whisper mat underlayment, new LVP flooring throughout (excluding	18304 GULF BLVD # 311	KYANITE CONSTRUCTION, LLC	35,300.00
08/29/2025	RESIDENTIAL RENOVATION/REMODEL	INSTALL NEW SUBFLOORING AND WALLBOARD OVER CEMENT BLOCK. INSTALL NEW KITCHEN CABINETS	18206 GULF BLVD	OWNER BUILDER	38,940.00
08/29/2025	RESIDENTIAL RENOVATION/REMODEL	drywall, cabinets, vanities, water heater, interior doors, baseboards, paint	124 175TH TERRACE DR E	ORBE CONSTRUCTION, INC.	36,594.34
08/29/2025	RESIDENTIAL DEMOLITION	Demolition of existing home for new construction.	121 175TH TERRACE DR E	CIMA BUILDING SOLUTIONS INC.	13,250.00
					\$5,372,771.46