



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, December 5, 2018
6:30 P.M.**

Town Hall

Assembly Hall

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. **PUBLIC FORUM: Non-Agenda Items Only** NOTE: A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
6. **REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Vice Mayor Will
Public Works/Parks	Commissioner Steiermann
Finance	Commissioner Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
7. **CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, November 7, 2018
 - B. Bill List for Day Ending, November 30, 2018
8. **OLD BUSINESS**
 - A. Land Use Attorney
 - B. Charter & Ordinance Review Proposal
9. **NEW BUSINESS**
 - A. Planning Board Appointment
 - B. Ordinance 2018-01: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Town Code of Ordinances, Chapter 5-Boats, Docks, and Waterways, Article III. – Bulkheads, Docks, etc., in Boca Ciega Bay, Section 5-56. – Specifications for Seawalls, Bulkheads, and Retraining Walls; Providing for Severability and Establishing an effective date.



- C. Ordinance 2018-02: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Town Code of Ordinances, Chapter 5 – Boats, Docks, and Waterways, Article III. – Bulkheads, Docks, Etc., in Boca Ciega Bay, Section 5-57. – Specifications for Docks; Providing for Severability and Establishing an effective date.
 - D. Ordinance 2018-04: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Town Code of Ordinances, Chapter 6 – Buildings, and Building Regulations, Article VIII. – Swimming Pools, Section 6-234 – Location; Providing for Severability and Establishing an effective date.
 - E. Ordinance 2018-05: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Town Code of Ordinances, Repealing Chapter 1 – Streets, Sidewalks, and other Public Ways; Adopting a new Chapter 19 – Streets, Sidewalks and other Public Ways; Creating Chapter 19.5 – Driveway Connections; Providing for Repeal and Renumbering; Providing for Severability and Establishing an effective date.
 - F. Ordinance 2018-10: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Repealing Section 12.91 of Article IV of Chapter 12 of the Town Code Regulating Construction Noise; and Amending Chapter 6, Article III, Buildings and Building Regulations of the Town Code by inserting Section 6-68, 6-69, 6-70, and 6-71 Regulating the Hours and Days during which Construction may occur in the Town; Permitting Construction Activities on Saturdays, between the hours of 9:00 a.m. and 3:00 p.m.; permitting owner/builders to undertake certain interior Construction Activities on Sundays; Prohibiting Construction Activities on Designated Federal Holidays; further regulating the use of Heavy Equipment in Construction Activities; Providing for Exceptions to the days and hours during which Construction may occur when such exception will not impair the public health and safety and is in the public interest; providing for severability; and establishing an Effective date.
 - G. Ordinance 2018-12: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending Section 6-125 of the Town Code by correcting a Scrivener's Error and Amending Section 10-10 by inserting a Definition of "Engineer of Record" providing for Severability and Establishing an Effective date.
 - H. Resolution 2018-14: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with Clifton Larson Allen, for Auditing Services; and providing for an Effective Date.
10. OTHER BUSINESS
11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda. Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S. 286.0105) Notice Regarding Special Accommodations: (F.S. 286.26)



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, November 7, 2018
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, November 7, 2018, 6:30 p.m.** in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Dorgan	X	
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Vice Mayor Will	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Will to accept the agenda. Motion passed with all ayes.

Public Forum: None

Public Safety

- Nothing to report

Building

- Nothing to report

Public Works

- The RBPOA Wine Fest was a success. There have been concerns regarding the palm tree placement along Gulf Blvd.

Finance

- Nothing to report

Mayor

- Nothing to Report

Town Clerk

- Received an email from Doc Schroeder resigning from the Planning Board. A vacancy notice has been posted and have already received an application. Reimbursement for Hurricane Irma clean up is with the financial office for review and should be expecting to hear something soon.
- Town Attorney
- No updates on the Chapman litigation.
- Boards and Committees
- Nothing to Report.

CONSENT AGENDA

- Board Regular Meeting Minutes, October 17, 2018
- Bill list ending for Day ending November 2, 2018

A motion by Vice Mayor Will and seconded by Commissioner Dorgan to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

OLD BUSINESS

- Land Use Attorney:** Attorney Daigneault referred to the memo he sent and that due to Hurricane Michael, Mr. Theriaque will now complete the assignment by the end of November.

NEW BUSINESS

- Resolution 2018-12: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Amending the 2017-2018 Annual Fiscal Year Budget; and providing for an effective date.** Attorney Daigneault read the resolution by title only. Town Clerk reported that the transfer out of the general fund into the capital fund was reduced by \$9,000.00 to accommodate for the storm debris clean up and the park board master plan. The Capital Fund was reduced by \$9,000.00 in the roads and streets reserve, as well as the transfer in. The Stormwater Fund reserves were reduced by \$2,000.00 and an increase in the expenses for engineering expense for the ipad and the engineering firm inputting the data. A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Will to adopt Resolution 2018-12. No public input. Motion passed with all ayes with roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan			X		
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann			X		
Vice Mayor Will		X	X		
Mayor Simons			X		

- Resolution 2018-13: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida Supporting the Proposed Joint Development of a Multi-purpose Facility and Providing for an effective date.** Attorney Daigneault read the resolution by title only. This is a partnership between the county and the three Redingtons. All three communities support

this. A motion by Commissioner Dorgan and seconded by Commissioner Steiermann to adopt Resolution 2018-13. No public input. Motion passed with all ayes with roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan	X		X		
Commissioner Kornijtschuk			X		
Commissioner Steiermann		X	X		
Vice Mayor Will			X		
Mayor Simons			X		

- C. **Ordinance 2018-08: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Goals, Objectives, and Policies of the Town of Redington Beach Impervious Surface Ratio for the Residential Urban (RU) and Residential Medium (RM) Land Use Categories; and by Amending the Transportation Element to Establish a Mobility Management System, and to delete Transportation Concurrency and to revise References to the Metropolitan Planning Organization to Forward Pinellas; and by Amending the Housing Element by Adding Goal 2 and Implementing Objective Adopting Pinellas County's Temporary Emergency Housing Ordinance; Providing for Severability; and establishing an Effective Date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Will to adopt Ordinance 2018-08. Bruce McLaughlin, town planner, noted that this is a redo of the 2016 Ordinance as the town was not allowed to make changes to the EAR based amendments. The staff recommendation is to not adopt the increase in Impervious surface. It is suggested to keep it at 40% and not increase it to 65% as was originally done. Discussion amongst the commissioners. Commissioner Kornijtschuk amended his motion to strike section 2 of Ordinance 2018-08, seconded by Vice Mayor Will. No public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan			X		
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann			X		
Vice Mayor Will		X	X		
Mayor Simons			X		

- D. **Ordinance 2018-09: An Ordinance of the Town of Redington Beach, Pinellas County, Florida Adopting the Annual Amendment to the Capital Improvements Element of the Town of Redington Beach Comprehensive Plan, Providing for Severability; and establishing an effective date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Dorgan and seconded by Commissioner Steiermann to adopt Ordinance 2018-09. Bruce McLaughlin noted that he asked the finance committee to become involved with the annual update for the Capital Improvement Element before the budget is approved. It was noted that the monies from the stormwater fund be used for drainage improvement. Staff recommends to approve as submitted. No public comment. Motion was passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan	X		X		
Commissioner Kornijtschuk			X		
Commissioner Steiermann		X	X		
Vice Mayor Will			X		
Mayor Simons			X		

- E. Ordinance 2018-11: An Ordinance of the Town of Redington Beach, Pinellas County, Florida Amending the text of the Capital Improvement Element of the Town of Redington Beach Comprehensive Plan by Amending the Threshold Amount pursuant to which a town expenditure is considered to be a capital expenditure; by correcting and updating references to other agencies and planning issues; and more narrowly tailoring the element to the current and anticipated conditions in the Town, providing for severability; and establishing an effective date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Dorgan to adopt Ordinance 2018-11. Mr. McLaughlin noted that the threshold is currently at \$100,000.00 and that it should be lowered to \$50,000.00. Since the town does not have a Capital Improvement Advisory Committee it is suggested that this be an item for the finance committee to review. The planning board would originate the improvements, it would be brought to the finance committee, prior to it going to the commission for approval. No public comment. Motion passed with all ayes by roll call vote.
- F. November 21, 2018 meeting:** Mayor Simons noted that the November 21st meeting is the day before Thanksgiving and asked the commission about cancelling the meeting. The consensus was to cancel the meeting unless something needs to be heard.

OTHER BUSINESS

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to adjourn. Regular meeting was adjourned at 7:15 p.m.

Adopted: , 2018

Missy Clarke, CMC, Town Clerk

Date: 11/30/2018

Time: 12:41 pm

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Town of Redington Beach

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.230	Group Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	699.89
							699.89
101-512-512.231	Life Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	9.75
							9.75
101-512-512.232	Dental Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	61.35
							61.35
101-512-512.421	Stamps.com CHASE CARD SERVICES	2018-12-01	Stamps.com - December 2018	0	11/30/2018	11/30/2018	15.99
							15.99
101-512-512.471	Ordinance Codifi MUNICIPAL CODE CORPOR	00320136	11-1-18 to 10-31-19	0	11/05/2018	11/05/2018	225.00
							225.00
101-512-512.515	Office Copier/Lea KONICA MINOLTA BUSINESS	254903388	10-1-18 to 10-31-18	0	10/31/2018	10/31/2018	129.13
							129.13
101-512-512.520	Office Copier/Us KONICA MINOLTA BUSINESS	254903388	10-1-18 to 10-31-18	0	10/31/2018	10/31/2018	110.49
							110.49
101-512-512.640	Equipment CHASE CARD SERVICES	111-6138499-0311406	Monitor for Town Clerk	0	11/16/2018	11/16/2018	117.69
	CHASE CARD SERVICES	111-8007112-1176200	Computer Protection Plan	0	11/16/2018	11/16/2018	101.92
	CHASE CARD SERVICES	111-5777751-4769034	New computer - Town Clerk	0	11/16/2018	11/16/2018	532.00
							751.61
Total Dept. Town Clerk:							2,003.21
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	695.82
							695.82
101-513-513.231	Life Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	9.75
							9.75
101-513-513.232	Dental Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	30.61
							30.61
Total Dept. Finance & Admin:							736.18
Dept: 514 Legal Counsel							
101-514-514.121	Litigation TRASK, DAIGNEAULT, LLP A	57047	October 2018 - Litigation	0	11/05/2018	11/05/2018	544.50
							544.50
101-514-514.124	Town Attorney TRASK, DAIGNEAULT, LLP A	57003	October 2018-General	0	11/01/2018	11/01/2018	2,557.50
							2,557.50
Total Dept. Legal Counsel:							3,102.00
Dept: 521 Law Enforcement							

Date: 11/30/2018

Time: 12:41 pm

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Town of Redington Beach

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-521-521.340	Law Enforcement PINELLAS COUNTY SHERIFF	656986	Law Enf. Svcs Dec. 2018	0	11/01/2018	11/01/2018	21,237.00
							21,237.00
Dept: 539 Department of Public V						Total Dept. Law Enforcement:	21,237.00
101-539-539.230	Group Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	1,391.64
							1,391.64
101-539-539.231	Life Insurance - [FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	19.50
							19.50
101-539-539.232	Dental Insurance FLORIDA MUN INSURANCE	2018-12-01	12-1-18 to 12-31-18	0	11/20/2018	11/20/2018	130.91
							130.91
Dept: 572 Parks and Recreation						Total Dept. Department of Public Works:	1,542.05
01-572-572.460	Maint - Automotiv CHASE CARD SERVICES	MV4350	Tires for tractor	0	11/19/2018	11/19/2018	629.76
							629.76
01-572-572.462	Maintenance - Gr CHASE CARD SERVICES	2018-11-15	Repairs to Garage Door	0	11/15/2018	11/15/2018	165.00
	HOME DEPOT CREDIT SERV	014363-0073931	Shovels, rakes, elect. parts	0	11/14/2018	11/14/2018	67.56
	PINELLAS CENTRAL ACE	2874-1	Edger blade	0	11/26/2018	11/26/2018	33.38
	SOUTHERN RECREATION, II	9278	Playground Borders	0	11/29/2018	11/29/2018	115.00
							380.94
01-572-572.522	Gasoline & Oil SHELL	061952	Unleaded Gasoline	0	11/19/2018	11/19/2018	50.92
	SHELL	063602	Unleaded gasoline	0	11/20/2018	11/20/2018	57.43
	SHELL		Diesel Fuel	0	11/30/2018	11/30/2018	29.23
							137.58
01-572-572.527	Tools & Equipme HOME DEPOT CREDIT SERV	014363-0073931	Shovels, rakes, elect. parts	0	11/14/2018	11/14/2018	71.87
							71.87
01-572-572.535	Signage OSBURN ASSOCIATES INC	260103	No Parking Signs	0	11/13/2018	11/13/2018	21.30
							21.30
						Total Dept. Parks and Recreation:	1,241.45
						Total Fund General Fund:	29,861.89
nd: 400 Storm Water							
ot: 535 Storm Water							
01-535-535.468	Maintenance CD SEMINOLE SEPTIC	80297	3 CDS unit cleaning	0	11/20/2018	11/20/2018	1,025.00
							1,025.00
01-535-535.650	Engineering Expt CPWG	2018-11-13	2017 NPDES Services	0	11/13/2018	11/13/2018	502.50
							502.50
						Total Dept. Storm Water:	1,527.50

INVOICE APPROVAL LIST BY FUND REPORT

Date: 11/30/2018

Time: 12:41 pm

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Town of Redington Beach

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
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Total Fund Storm Water: 1,527.50

Grand Total: 31,389.39

11/16/2018
11/22/2018

8380 William Wollman

8381 Payroll

8382 Payroll

8383 Payroll

8384 Payroll

8385 Payroll

8386 Payroll

8387 Payroll

8388 Payroll

8389 Payroll

Retirement

Payroll Liabilities

8390 Apex Office Products

8391 Brighthouse

8392 Chase Card Services

8393 Duke Energy

8394 Hip Cleaning

8395 Pinellas County Sheriff

8396 Pinellas County Utilities

8397 QFC Supply

8398 Shell

240.00

277.05

277.05

381.75

277.05

277.05

2,137.11

1,320.98

1,197.24

1,251.86

1,975.32

3,256.00

62.48

319.93

15.99

142.46

180.00

3,795.08

601.92

98.00

212.29

11,911.33

MAYOR SIMONS

COMMISSIONER KORNIJTSCHUK

VICE MAYOR WILL

COMMISSIONER STEIERMANN

COMMISSIONER DORGAN
ATTEST:

Regular Meeting of December 5, 2018

Missy Clarke, CMC, Town Clerk



T R A S K
DAIGNEAULT
LLP
ATTORNEYS

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT
RANDY MORA
ERICA F. AUGELLO
DAVID E. PLATTE
PATRICK E. PEREZ
ROBERT M. ESCHENFELDER, B.C.S.*

** Board Certified by the Florida Bar in
City, County and Local Government Law*

DATE: November 29, 2018

TO: Mayor Nick Simons
Vice Mayor David Will
Commissioner Fred Steiermann
Commissioner Tom Dorgan
Commissioner Tim Kornijtschuk

FROM: Jay Daigneault, Esquire

RE: Charter/Ordinance review & revision proposal

Dear Mayor, Vice Mayor, Commissioners:

As you know, in recent months the Board of Commissioners has discussed the age, vitality, and effectiveness of the Town's charter and code of ordinances and has determined to explore a comprehensive analysis of both, to including updating and revisions of each as appropriate and recommended. To that end, I offer the following proposal on behalf of the firm to accomplish that project.

The firm proposes to undertake this project at the usual hourly billing rate of \$165.00 per hour for attorney time and \$80.00 per hour for paralegal time. Based on my experience and similar projects for other clients, I estimate the project will take approximately six hours per week of attorney time, on average, and will take an estimated six months of work (not necessarily six calendar months to complete passage of all necessary ordinances). At the billable attorney rate of six hours over 26 weeks, with added time for paralegal assistance, I estimate this project will cost approximately \$30,000.00. This is, of course, an estimate. It is intended to reflect the maximum potential cost to the Town. The ultimate cost may be lower or higher dependent on the intensity of the revisions necessary, whether chapters are added or eliminated, and how significant the revisions are from the Board of Commissioners during the process.

Of course, the firm is familiar with the Town's Charter and code, and regularly drafts, revises, and facilitates passage of ordinances for the Town and the firm's other municipal clients. The firm is well equipped to handle this project for the Town and I look forward to your consideration of this matter.

As always, should you have any concerns or questions, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to be 'JD' or 'JD' with a flourish, representing Jay Daigneault.

Jay Daigneault, Esq.
Town Attorney



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT TO TOWN BOARD OR TOWN COMMITTEE

NAME:

Kenneth C. Lotterhos

ADDRESS:

16205 3rd St. E.

, Redington Beach, FL 33708

HOME PHONE:

CELL PHONE:

631-678-7302

E-MAIL:

Ken.lotterhos@Navigant.com

SEEKING APPOINTMENT TO (Check Appropriate Choice):

☐ Board of Adjustment

☒ Planning Board

☐ Park Board

☐ Other (Specify) _____

EDUCATIONAL BACKGROUND:

School:

George Washington
UNIV (Polytechnic)

Location:

Washington, DC
Brooklyn, NY.

Major:

Law

Degree:

JD

EMPLOYMENT:

Electrical Engineering BSEE

Employer:

Navigant Consulting Inc.

Industry:

Energy

Address:

101 East Kennedy Blvd

City:

Tampa

State:

FL

Zip: 33602

Position:

Managing Director

How Long:

15+ yrs

Employment Reference:

Dave Walls

Phone:

617 953 1220 (cell)

Prior Employment:

Employer:

North American Electric
Reliability Corp (NERC)

Industry:

Energy

Address:

1325 G Street NW Suite 600

City:

Washington DC

State:

Zip:

20005

Position:

Associate General Counsel and
Director of Enforcement

How Long:

1 yr

Employment Reference:

Senior Manager

Phone:

202-644-8046

Why would you like to be considered as a candidate for service as noted in this Application?

I have been an alternate Planning Board Member since May 2014
and secretary to the Planning Board since March 2015 and would
like to continue to participate as a full member.

Signature

[Signature]

Date:

10/30/18



Meeting Date: December 5, 2018
Agenda Item _____

FLORIDA MUNICIPAL SERVICES
18001 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

November 29, 2018

MEMORANDUM

TO: Honorable Mayor and Members of the Town Board of Commissioners

FROM: Darin Cushing, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Seawall Ordinance Amendments – Proposed Ordinance 2018-01

EXECUTIVE SUMMARY

Marine contractors have requested changes to the current Seawall Code, § 5-56. The Planning Board heard a presentation for the contractors by Reuben Clarson, P.E., an eminently qualified marine engineer, in March, 2018 and subsequently found the proposed ordinance to be consistent with the Comprehensive Plan and recommended its approval. Based on Mr. Clarson's work, staff developed the attached revisions to § 5-56, incorporating recommendations by the Planning Board and by the Town Engineer and changes by the Town Attorney. Staff recommends **ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

BACKGROUND

Applicant: Various marine contractors active in the Town.

Location: All waterfront properties in the Town.

November 29, 2018

THE REQUEST

The marine contractors requested changes to the various technical provisions of the current Seawall Code. The requested changes not only modernize the Code, but they also significantly enhance the code to current standards and norms.

This amendment also presented the opportunity to modernize the code by changing the measurement point for vertical elevations from NGVD, 1929 (National Geodetic Vertical Datum established in 1929) to NAVD, 1988 (North American Vertical Datum established in 1988). NAVD is a superior and more accurate benchmark. Section 10.10 of the Town Code, construction related definitions, is amended to define NAVD by Ordinance 2018-02, pending before the Town Board concurrently with the subject ordinance,

HISTORY

On March 6, 2018, the Planning Board heard the presentation by Mr. Clarson on behalf of the marine contractors but took no concrete action on the proposal. Mr. Clarson's proposals both relaxed standards that were too stringent and strengthened standards that were insufficiently stringent. Subsequently, on April 10, 2018, the Planning Board found proposed Ordinance 2018-01 to be consistent with the Town's Comprehensive Plan and recommended its approval.

The Town Engineer has reviewed the contractors' request and was generally in accord with most suggestions but made some suggestions both with respect to the proposed technical specifications and with respect to the wording of the proposal. These suggestions have been incorporated into the draft ordinance but Staff deferred to Mr. Clarson where the Town Engineer's suggestions were incompatible with those of Mr. Clarson.

The Town Attorney's office has also reviewed the draft ordinance and the comments from that review have been incorporated into the attached draft Ordinance.

NOTICE

The Town Clerk's office will advise as to the notice given of this proceeding.

November 29, 2018

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing, adopting and amending land development regulations, including the regulation of seawalls.

COMPREHENSIVE PLAN CONSISTENCY

There are very few relevant Comprehensive Plan policies that apply to the construction of seawalls, but the requested changes are generally consistent with the following Comprehensive Plan policies, both from the Conservation and Coastal Management Element:

Goal 1: To ensure the highest environmental quality possible, the Town of Redington Beach shall conserve, protect and appropriately manage its natural resources (aquatic, wetland, and terrestrial).

The amendments to the seawall ordinance, as discussed herein, will help the Town to appropriately manage the seawall/water interface.

Policy 1.3.3

Projects (e.g., marinas, causeways, and dredging) which could inhibit tidal circulation shall include measures to maintain or improve tidal circulation and flushing.

The proposed amendments will not result in any additional inhibition of tidal circulation.

Based on the foregoing analysis, the Planning Board found proposed Ordinance 2018-01 to be consistent with the Town's Comprehensive Plan.

ANALYSIS

The Town's Seawall Code is sourced back to the 1980 code with amendments in 2001 and 2016 with the former adding provisions for vinyl seawalls and the latter being a very minor change

November 29, 2018

deleting the requirement for epoxy coating on reinforcing rods. Based on the substance of the Code, it appears to have been developed in the mid-1950s as one of the Town's early codes.

Changing engineering requirements and construction methods are not reflected in the Town's current Seawall Code and should be reflected in the Code. The marine contractors, working in the Town on a regular basis, identified the deficiencies in the current code and commissioned Mr. Clarson to effectively draft a rewrite of the Code. Mr. Clarson has done so, as noted above, strengthening code provisions that were insufficient and relaxing or eliminating outdated or overly stringent requirements.

An emphasis by Mr. Clarson, supported by the Town Engineer, was to recognize that the Code cannot anticipate, and therefore cannot prescribe for, every condition that might be found in seawall construction in the Town. Accordingly, Mr. Clarson and the Town Engineer recommended placing the onus for design effectiveness on the Engineer of Record for each project, subject to the approval of the Building Official.

In contrast, the Town Attorney's office wanted to reduce the discretion granted to the applicant's engineer. Staff believe that the attached draft strikes a reasonable compromise between enforceability and flexibility in design, with the recognition that the Florida licensed engineer of record has substantial ethical, professional and financial liabilities associated with the design of a seawall and is not going to jeopardize his or her professional standing with shoddy work. The fact that the Code leaves the final decision with the Building Official, who may, per the Building Code, seek outside advice, further guarantees that the engineering will be appropriate.

STAFF RECOMMENDATION

THAT THE ATTACHED ORDINANCE BE ADOPTED ON FIRST READING SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.

**Town of Redington Beach
ORDINANCE NO. 2018 – 01**

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES CHAPTER 5 – BOATS, DOCKS AND WATERWAYS, ARTICLE III. – BULKHEADS, DOCKS, ETC., IN BOCA CIEGA BAY, SECTION 5-56. – SPECIFICATIONS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to more effectively regulate any repairs to any existing and the erection of newly constructed seawalls; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that the amendment of Section 5-56. – Specifications for seawalls, bulkheads and retaining walls – is necessary to effectively regulate same; and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has found this Ordinance to be consistent with the Town's Comprehensive Plan and has recommended approval of the amendment to further consistency with the Town's Comprehensive Plan;

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof.

Section 2. This ordinance amends Chapter 5 – Boats, Docks and Waterways, Article III. – Bulkheads, Docks, Etc., in Boca Ciega Bay, Section 5-56. Specifications for seawalls, bulkheads and retaining walls as follows:

Sec. 5-56. - Specifications for seawalls, bulkheads and retaining walls.

(a) *Generally.* Any seawall, bulkhead, or retaining wall hereafter constructed within

1 the territorial limits of the Ttown shall be designed, laid out, and constructed in conformance
2 with the duly and lawfully established bulkhead line after the plans, specifications, standards, and
3 design shall first have been submitted, analyzed, and approved by the Bbuilding Official as
4 required by this article. Such construction shall be contiguous with the existing adjacent
5 bulkhead or seawall line if such line exists, or within 18" face to face of vertical walls, if
6 possible, when installed in front of an existing seawall, and shall be of strong and durable
7 materials, design, and construction, built in a good, substantial, and workmanlike manner. All
8 seawalls shall be tied back or restrained in accordance with the specifications approved by the
9 Engineer of Record.

10
11 For the purposes of this Section, the "Engineer of Record" is defined in Section 10-10 of
12 the Town Code.

13
14 For the purposes of this Section, DWYDAG construction means placing side by side,
15 transversely and longitudinally, prestressed precast concrete beams between the bearings of each
16 span. The special feature of the technique resides in the fact that the beams have dry joints, e.g.,
17 they are not concreted together. To achieve this, the surface of the adjoining beams must be
18 perfectly smooth and must adhere to each other perfectly. With this aim in view, the beams are
19 cast in a formwork of the same width as the bridge slab, and the beams are separated by thin
20 metal sheets which form the formwork. Lattice is used to facilitate the installation of the
21 transverse prestressing ducts. During erection the beams are placed in the respective position,
22 they will occupy in the formwork, ensuring perfect adhesion.

23
24 All seawalls shall be designed by a Florida licensed Professional Engineer who shall be
25 the Engineer of Record. All designs, specifications, determinations, instructions, requirements,
26 and decisions by the Engineer of Record shall be subject to the concurrence of the building
27 official, which concurrence shall not be unreasonably withheld.

28
29 (b) *Location.* All seawalls, bulkheads, or retaining walls shall be erected on the
30 property line closest to the water, according to the last recorded plat thereof, or within 18" as
31 referenced above. Only one such waterward extension shall be permitted.

32
33 (c) *Structures constructed on waters other than the Gulf of Mexico.* Unless for good
34 cause based on reasons of public safety wherein a specified exception is granted by the board of
35 commissioners, seawalls, bulkheads, and retaining walls constructed or altered, projected, or
36 prolonged on or adjacent to waters other than the Gulf of Mexico shall be of masonry, or
37 aluminum, vinyl, or composite construction in compliance with the minimum standards set forth
38 in this subsection., and shall be installed in about zero to minus one degree elevation of mean
39 low tide.

(1) *Masonry seawalls.* Seawalls, retaining walls, and bulkheads that are constructed of concrete will utilize the tongue and groove or other approved method of sheet-pile-type construction with poured-in-place concrete cap and tie-back anchors. The concrete shall have a minimum test strength of 3,500 pounds per square inch at 28 days, and all reinforcing steel shall be covered with a minimum of ~~two~~ three inches of concrete. All concrete and reinforcing steel shall be minimum of ~~FDOT type #1~~ or 3,500 pounds per square inch at 28 days or higher as specified by the Engineer of Record.

- a. Concrete slabs may be precast of prestressed and designed for the appropriate exposed height and loading by the Engineer of Record. Minimum thickness must will be 6 feet. The concrete sheet piling shall have a minimum thickness of 5-5/8 inches and contain vertical steel reinforcement equivalent in cross sectional area to one #4 deformed reinforcing bar spaced at eight inches on center. Each slab shall have two #4 steel hairpins extending into the cap a minimum of three inches. The edges of all slabs shall be mating tongue and groove with an approved filter system.
- b. The poured-in-place concrete cap shall not be less than ~~9 1/2~~ 12 inches in thickness or less than 16 inches in width. Design will be determined by the Engineer of Record. (See Section 5-56(d): stress beams and span beam caps).
- c. The cap shall contain continuous horizontal steel reinforcement equivalent in cross sectional area to four #4 deformed reinforcing bars as designed by the Engineer of Record in accordance with industry accepted standards and practices and subject to the approval of the Building Official. At no place shall reinforcing bars be closer than ~~two~~ three inches to the exterior face of the concrete cap. The #3 or larger stirrups for the continuous reinforcing bars shall be placed at a ~~minimum~~ maximum of 24 inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. The reinforcing steel shall have sufficient ~~steel~~ ties to hold the rods in a horizontal position and properly spaced from the forms. Expansion joints shall normally be provided every ~~40~~ 50± feet except on the outside radii, which may be farther apart, up to 60 feet per the Engineer of Record's design.
- d. ~~All the tie-back rods~~ Tieback rods shall be hot dipped galvanized (HDG) or epoxy coated shall be steel encased in compatible diameter PVC pipe and shall have a cross-sectional area equal to or greater than a #8 reinforcing bar 1" diameter for tierods with deadmen anchors holding the main seawall. One-inch diameter aluminum tieback rods or the appropriate sized DWYDAG tie rods, as

determined by the Engineer of Record, may also be used. If Manta Ray anchors are used, the tierods may be ¾" or 1" diameter per the required loading, as determined by the Engineer of Record. All such rods shall be spaced not more than ten feet on center per the Engineer of Record's design. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the mud line. In no case shall the tie rods be of shorter length than ±2 10 feet, unless they are connected to cantilevered piling anchors which can be closer to the seawall. Manta Ray anchors must provide adequate pull-back loading as determined by the Engineer of Record.

e. All anchors shall be poured-in-place concrete containing not less than 4½ 6 cubic feet of concrete, and shall have not less than 4½ 6 square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement equivalent in cross sectional area to four #4 deformed reinforcing bars per square foot in each direction per the Engineer of Record's design. The anchors shall have a minimum of three feet 30 inches of earth cover or a minimum depth as specified by the building official Engineer of Record's design. Manta ray anchors or helical anchors may be used per the Engineer of Record's design with the tension or torque stated on the plans. Torque testing shall be done by the contractor subject to the approval of the Engineer of Record.

f. The penetration of each seawall slab into firm ground shall be in accordance with an approved drainage plan prepared by the Engineer of Record and which plan shall not impact positive drainage from the elevation of the slab. Such penetration shall be equal to 0.67 times the height of the wall above the mud line or 0.4 times the total length of the slab, whichever is greater. In no case shall the seawall slab be of shorter length than eight feet or greater if soil conditions warrant, as determined by the Engineer of Record. If rock or very firm clay is encountered and the above criteria cannot be met, the Engineer of Record may require trenching or other remedies, subject to the approval of the building official.

g. The elevation for all seawalls, bulkheads, and retaining walls fronting on the bay shall be equal to or greater than an elevation of five feet, NGVD 4.12 feet, NAVD, as defined in Section 10.10 of this Code, mean sea level.

(2) *Aluminum seawalls.* ~~Aluminum seawalls shall not have an exposed height of more than five feet.~~ Aluminum Seawalls shall be constructed as follows.

a. Sheet piles shall be fabricated from aluminum alloy 5052-H141, conforming to

ASTM designation B209 alloy 5052 for chemical composition; also having a minimum thickness of 0.125 inches and minimum tensile strength of 35,500 pounds per square inch. Corrugations shall have a minimum nominal nine-inch pitch, and nominal 2½-inch depth. The penetration into firm ground shall be equal to 0.67 times the height of the wall above the mud line, or 0.4 times the total length of the sheet, whichever is greater. In no case shall the total sheet be less than six feet in length. ~~Where sheet lengths required are more than 8½ feet, and when soil conditions, surcharges and other factors exceed the scope of these standard specifications, a special design shall be submitted, signed and sealed by a state-registered engineer.~~ The size and length of the sheets is to be determined by the Engineer of Record for the site conditions and loading.

- b. The cap may be an aluminum extrusion designed to fit the designed aluminum sheet piles and installed per the manufacturer's recommendations. The poured-in-place concrete cap shall not be less than 9½ 12 inches in thickness or less than 16 inches in width with the full cross-section of concrete formed and poured. Filter fabric or cheese cloth draped over the sheets is not permitted. (See Section 5-56(d), stress beans and span beams.)
- c. The cap shall contain continuous horizontal steel reinforcement ~~equivalent in cross sectional area to four #4 deformed reinforcing bars as designed by the~~ Engineer of Record. At no place shall reinforcing bars be closer than three inches to the exterior face of the concrete cap. The #3 stirrups for the continuous reinforcing bars shall be placed at a ~~minimum~~ maximum of 24 inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints but be 3 inches from the cap expansion join material. The reinforcing steel shall have sufficient steel ties to hold the rods in a horizontal position and properly spaced from the forms. Expansion joints shall normally be provided every 40 50 ± feet or as determined by the Engineer of Record.
- d. Anchor rods and deadman anchor plates shall be fabricated from aluminum alloy 6061-T6, conforming to ASTM designation B221 alloy 6061 for chemical composition, also having a minimum thickness of anchor plates of 0.10 inch and minimum tensile strength of 38,000 pounds per square inch. The ~~size of the~~ anchor plates shall be designed by the Engineer of Record not less than 1½ by 2½ feet equipped with a three-inch by 2¼-inch backing channel 0.25 inch thick and 1½ feet long. Anchor plates shall be placed with the top at least ~~two feet~~ 30 inches below the elevation of the wall cap. The anchor rods shall be not less than

0.75 inch in diameter and shall be equipped with a rod sleeve, nut and curved washer where they pass through the cap have a 6"x6"x1/2" aluminum plate washer and nut in the cap. Anchor rods shall be installed continuously along the wall at a maximum spacing of 6½ feet and a length determined by the Engineer of Record. The minimum length shall be 12 feet. One tie-back system shall be constructed at each end of the wall and thereafter one tie-back system shall be constructed six feet, six inches on center throughout per the design. All tie rods shall be pre-tensioned after placement of backfill around anchor plates, but before final backfill of sheeting. Such pre-tensioning shall not tend to move the sheets or anchors. Tie rods shall be placed in the coping so that the anchor pull brings the coping in direct contact with a bayside corrugation of the wall sheeting with the washers against the outside portion of the corrugation or in the same location in the cap if not against the outside corrugation of the sheet.

HDG PVC encased steel tieback rods may be used with concrete deadmen or Manta Ray anchors as long as the steel tierods and washers are isolated from the aluminum sheets with a plastic or neoprene material.

Tieback rods may also be #8 Grade 60 plain rebar PVC encased with a 90-degree bend 12" long each end.

- e. ~~Surcharge from fill behind the wall shall be controlled by limiting the slope to a maximum of ten degrees, and prohibiting objects other than landscaping to be located closer than five feet from the wall cap. The minimum standards described in this subsection assume sandy soil with an angle of repose of 30 45 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of limitations specified in this subsection, the wall shall be of concrete, vinyl, or composite construction, in accordance with subsection (c)(1) of this section.~~
- f. ~~If the aluminum material is brought in contact with mortar or concrete, a coating of clear methacrylate lacquer shall be applied to the aluminum contact surface to prevent corrosion. The edges of all sheet piles shall be mating tongue and groove with an approved filter system. There shall be no dissimilar metals or metal systems bonded to the wall. If there is no option but to use dissimilar materials, such materials shall be coated in a manner prescribed by the Engineer of Record.~~

(3) Vinyl and composite seawalls

Vinyl seawalls. All vinyl and composite seawalls shall have a minimum thickness of .4

1 inches or approximately three-eighths of an inch an allowable section modulus per the
2 manufacture's specifications greater than the section modulus calculated per the site conditions
3 and loading.

- 4
- 5 a. Vinyl seawalls shall comply with the following minimum requirements.
- 6 1. Tinsel strength 6000 pounds per square inch. Allowable bending stress of
7 3,200 pounds per square inch.
- 8 2. ~~Impact strength of 12,500 pounds per square foot.~~
- 9 32. ~~Module~~ Modulus of elasticity of 350,000 p.s.i. pounds per square inch.
- 10
- 11 b. Composite seawalls shall comply with the following minium requirements:
- 12 1. Allowable bending stress of 25,000 pounds per square inch.
- 13 2. Modulus of elasticity of 4,600,000 pounds per square inch.
- 14
- 15 b. Drains in vinyl or composite seawalls holes of with a minimum of 1½ 1.25 inch
16 interior diameter shall be installed as prescribed on the plans. Types of drains will
17 be selected by the Engineer of Record, in accordance with the approved drainage
18 plan.
- 19
- 20 c. ~~All plans for vinyl seawalls shall be designed and sealed by a Florida registered~~
21 ~~engineer.~~
- 22
- 23 dc The poured in-place cap shall be a minimum of 12" thick 9½ inches thick by 16
24 inches wide or as designed by the Engineer of Record (see Section 5-56(d), stress
25 beams and span beams). It shall contain continuous horizontal steel reinforcement
26 per the Engineer of Record's design equivalent in cross sectional area to six #5
27 deformed reinforcing bars. At no place shall the reinforcing bars be closer than
28 three inches to the exterior face of the concrete cap. The #3 stirrups for the
29 continuous reinforcing bars shall be placed at a minimum of 12 inches on center.
30 All splices shall be lapped not less than 40 diameters; provided, however, that the
31 steel shall not be continuous through expansion joints. The reinforcing steel shall
32 have sufficient steel ties to hold the rods in a horizontal position and properly
33 spaced from the forms. Expansion joints shall normally be provided every 40 50±
34 feet or per the Engineer of Record
- 35
- 36 ed. All the tie-back rods shall be steel encased in compatible diameter PVC pipe and
37 shall have a cross sectional area equal to or greater than a #8 reinforcing bar. All
38 such rods shall be spaced not more than eight feet on center. The length of all tie
39 rods shall be 16 feet long.
40

1 Tieback rods shall be HDG or epoxy coated steel encased in compatible diameter
2 PVC pipe and shall be equal to or greater than 1" diameter for tierods with
3 deadmen anchors holding the main seawall or stress beams. One-inch diameter
4 aluminum tieback rods or the appropriate sized DWYDAG tierods may also be
5 used. If Manta Ray anchors are used, the tierods may be ¾" or 1" diameter per the
6 required loading. All such rods shall be spaced per the Engineer of Record's
7 design. The length of all tie rods shall be equal to or greater than two times the
8 height of the seawall slab projecting above the mud line. In no case shall the tie
9 rods be of shorter length than 10 feet unless they are connected to cantilevered
10 piling anchors which can be closer to the seawall per the Engineer of Record's
11 design.

12
13 fe. All anchors shall be poured-in-place concrete containing not less than six cubic
14 feet of concrete, and shall have not less than six square feet of vertical surface
15 perpendicular to the alignment of the tie rod. Each anchor shall contain vertical
16 and horizontal steel reinforcement equivalent in cross-sectional per the Engineer
17 of Record's design.

18
19 (d) Stress beams and span beams

20
21 If the Engineer of Record determines the seawall can be supported with a stress beam to
22 be constructed on the seawall at or above the top of the barnacle line, the stress beam will be
23 designed with a reinforced steel cage and either HDG or stainless steel tieback rods with washers
24 embedded in the stress beam concrete to either Manta Ray anchors, concrete deadmen, or
25 cantilevered wood or concrete piling. If pilings are used, there will be a shear connection
26 between the stress beam and the concrete slabs to keep the stress beam from "sliding up the
27 slabs".

28
29 Span beams are to be designed for new pool construction (or other obstructions in the
30 failure zone of the seawall) with the appropriate sized reinforced cap, tieback rods, and larger
31 concrete deadmen outside the footprint of the pool or obstruction. If designed by the Engineer
32 of Record, conflicting tieback rods, deadmen, and other types of conflicting anchors may be
33 excavated after the seawall concrete has achieved its design strength.

34
35 (de) Structures constructed on the Gulf of Mexico. All seawalls, bulkheads, or
36 retaining walls constructed, altered, projected, or prolonged on the Gulf of Mexico shall be of
37 masonry concrete or steel construction in compliance with the following minimum standards:

38
39 (1) All Seawalls and bulkheads shall be of concrete, utilizing the tongue and groove
40 or other approved method of sheet-pile-type construction, with poured-in-place concrete cap and

1 tie-back anchors. The concrete shall have a minimum test strength of ~~3,500~~ 5,000 pounds per
2 square inch at 28 days and all reinforcing steel shall be covered with a minimum of three inches
3 of concrete. All concrete shall be FDOT type #1.
4

5 (2) The concrete sheet piling shall have a minimum thickness of $7\frac{1}{2}$ 8 inches and
6 contain vertical steel reinforcement equivalent in cross sectional area to #6 deformed reinforcing
7 bars spaced at six inches on center or as designed by the Engineer of Record. Each slab shall
8 have two #6 steel hairpins extending into the cap a minimum of three inches. The edges of all
9 slabs shall be mating tongue and groove with ~~an approved filter system~~ a filter fabric or equal
10 behind each slab joint from 1-foot below the outside mud line to the bottom of the cap.
11

12 (3) The poured-in-place concrete cap shall not be less than ~~12~~ 18 inches in thickness
13 or less than ~~18~~ 20 inches in width.
14

15 (4) The cap shall contain continuous horizontal steel reinforcement ~~equivalent in~~
16 ~~cross sectional area to four #5 deformed reinforcing bars as per the Engineer of Record's design~~.
17 At no place shall reinforcing bars be closer than three inches to the exterior face of the concrete
18 cap. ~~Number 3 stirrups for the continuous reinforcing bars shall be placed at a minimum of 24~~
19 ~~inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that~~
20 ~~the steel shall not be continuous through expansion joints. The cap shall also contain not less~~
21 ~~than four #3 or greater stirrups that encircle the horizontal steel, spaced equally, 12 inches on~~
22 ~~center. Expansion joints shall normally be provided every 40 feet or as approved by the Engineer~~
23 ~~of Record~~.
24

25 (5) All tie-back rods shall be HDG or epoxy coated steel encased in compatible
26 diameter PVC pipe and have a cross sectional area equal to or greater than a #9 reinforcing bar.
27 All such rods shall be spaced not more than ten feet (or less per the design as approved by the
28 Engineer of Record) on center ~~and shall be encased in concrete with a minimum coverage of~~
29 ~~three inches~~. The length of all tie rods shall be equal to or greater than two times the height of
30 seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length
31 than 16 feet.
32

33 (6) The tie-back anchors shall be poured-in-place concrete containing not less than
34 $7\frac{1}{2}$ 6 cubic feet of concrete, and have not less than $7\frac{1}{2}$ 6 square feet of vertical surface
35 perpendicular to the alignment of the tie rod. Each anchor shall contain horizontal steel
36 reinforcement equivalent in cross sectional area to four #4 deformed reinforcing bars and be
37 provided with #3 steel stirrups, 12 inches on center, or per the Engineer of Record's design. The
38 anchors shall have a minimum of three feet of earth cover or a minimum depth as specified by
39 the ~~building official~~ Engineer of Record.
40

(7) The penetration of each seawall slab into firm ground shall be equal to or greater than one-half times the total length of the slab. In no case shall the seawall slab be of shorter length than 12 feet if in contact with the Gulf waters.

(8) The elevation for all seawalls, bulkheads, and retaining walls fronting on the Gulf of Mexico shall be equal to or greater than ~~six feet~~, NGVD 5.12 feet, NAVD mean sea level.

(f) Measurement points

Unless otherwise specified in this Code, whenever in this code a measurement is required to be taken from a seawall, such measurement shall be taken from the center of the seawall cap.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this _____ Day of _____ 201_____

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					

Town of Redington Beach
ORDINANCE NO. 2018-02

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES CHAPTER 5 – BOATS, DOCKS AND WATERWAYS, ARTICLE III. – BULKHEADS, DOCKS, ETC., IN BOCA CEIGA BAY, SECTION 5-57. – SPECIFICATIONS FOR DOCKS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to more effectively regulate any repairs to any existing and the erection of newly constructed docks; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that the amendment of Section 5-57. – Specifications for docks is necessary to effectively regulate same; and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has found this Ordinance to be consistent with the Town's Comprehensive Plan and has recommended approval of the amendment to further consistency with the Town's Comprehensive Plan;

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof.

Section 2. This ordinance amends Chapter 5 – Boats, Docks and Waterways, Article III. – Bulkheads, Docks, Etc., in Boca Ciega Bay, Section 5-57. Specifications for docks as follows:

Sec. 5-57. - Specifications for docks.

(a) *Generally.* Docks shall be constructed in accordance with the following:

- (1) All piling shall be of precast concrete, testing 3,000 pounds or better in 28 days, or creosoted piles, pressure treated or equivalent. Piling shall be at least eight inches square in cross section and be of a length that will permit 25 percent of the length thereof to be embedded in the compacted bottom.
- (2) Concrete piling shall incorporate at least four, one-half-inch diameter steel rods running the entire length thereof and covered by at least two inches of concrete.
- (3) ~~Piling shall not project above the surface of the water or land higher than the adjoining scawall, bulkhead or retaining wall cap, or the crown of the nearest road, street or thoroughfare, with the exception of tie-poles.~~ The top of piling shall not be higher than 4.12 feet, NAVD and the top of the lift-poles and tie poles shall not be higher than 12.12 feet, NAVD.
- (4) All wood incorporated in docks shall be treated by a pressure method meeting the requirements of federal specification TT-W-571d, and all nails and bolts shall be galvanized or better.
- (5) The dock facility shall consist of the slips, boatlifts, dock, catwalks, platforms, lower landings, tie poles, and personal watercraft lifts.
- a. All dock facilities shall ~~originate~~ be contained within the center one-third of the property along the waterfront, but in no case shall any part of the dock facility be located any closer to a side lot line than the required setback for the zoning district in which the property is located.
- b. One dock per single-family property is permitted.
- c. A maximum of two slips with or without boat lifts are permitted.
- d. The maximum allowable dock facility shall be within a 30-foot length from the seawall.
- e. The total amount of decking including dock and catwalks shall be not greater than ~~400~~ 500 square feet.
- f. All non-conforming dock facility repairs or maintenance permit requests shall be ~~handled~~ processed as a special exceptions pursuant to § 6-290 of the Town Code. All special exception applications shall require waterfront property owners within 150-foot radius to be notified of the request for the special exception. In addition, where a special exception application for a property located on an inside radius as such is defined herein, notice of the special exception application shall be given to all property owners with property that fronts on the inside radius. For the purposes of this subsection, "inside radius" means a curvilinear length of shoreline wherein the shoreline recedes from the waterway, thereby creating a cove, inlet, or bay, or similar physical feature.
- g. No portion of the dock facility and/or boat or personal watercraft shall be any closer than the greater of 7½ feet to the side property line or the required side setback as extended into the water unless the facilities are a

shared property line dock. Two property owners may choose to abut their dock facilities among their common property line.

I. Two property owners sharing a common side property line as extended into the water can may choose to have a common dock in lieu of two individual private docks.

ii. Shared property line docks on a common property line shall be allowed and shall require an agreement between the property owners that includes a provision that the property owners shall be responsible for the removal of the dock should that agreement be terminated. The agreement shall be recorded with Pinellas County, with a copy of the recorded agreement provided to the tTown.

iii. The shared property line dock facility shall conform to all requirements of this section.

iv. Only one shared property line dock is allowed per lot.

(6) Dock facility owners shall be allowed to repair their docks which have been damaged by a natural disaster (act of God, heavy winds and/or seas), in the same configuration of the original permitted dock. This subsection shall not apply in instances where the destroyed or damaged dock was not originally permitted by the Ttown. If a permit has not been applied for within 90 days from the date of destruction, the dock shall conform with all the provisions of this chapter.

(7) Any dock facility existing at the time of the adoption of this section, although such dock facility does not conform with the provisions hereof, may be continued. No alterations may be made to said dock which will increase its degree of non-conformity but shall not prohibit work to maintain, repair, rebuild or reconstruct necessary to keep the dock facility in sound condition.

(8) There will be a permit fee for all docks subject to inspection as established in section 6-308(f).

(9) Except as changed by the provisions of sections 6-307 and 6-314, docks erected serving any lots in the Ttown shall be subject to the following restrictions governing size, shape and location:

a. No dock shall be erected which will, in the opinion of the building official, deprive owners of adjacent or nearby lots of equal docks and equal access to the docks.

b. Except as provided in Section 5-57 (a)(5)(d), nNo dock construction, including all landings and stairs, shall project more than 30 feet from the face of the seawall, or 30 feet from the shoreline, which is defined for the purpose of this section as the mean low water line.

c. ~~No dock head, which is defined for the purpose of this section as a structure parallel to the seawall or shoreline, shall be longer than 20~~

percent of the lot frontage, on water or the beach, or longer than 25 feet, and dock heads shall not be wider than 15 feet in a direction perpendicular to the seawall or beach line. The maximum dimensions stated in this subsection shall be the total dimensions, including all landings and stairs. No dock walkway, which is defined for the purpose of this section as the structure extending from land to the head, shall be more than six feet wide.

- (a) *Maximum height of enclosed docks.* No enclosed or covered portion of any pier, dock, walkway, or other similar structure extending beyond the high-water mark of the waters of Boca Ciega Bay on any cove, inlet, or arm thereof from the adjacent lot elevation shall rise in height more than three feet above the level of the lot elevation. This provision shall not, however, apply to open-work railings, fish-cleaning tables, and flag or signal poles placed thereupon.
- (c) *Floating docks.* No floating dock shall be installed that will exceed the length and width and summation of total dockage square foot area limitations for floating and pile installed docks as provided in this article. Nothing in this section shall prohibit the installation of floating docks so long as they are constructed of completely new components attached to new and separate piling and comply with all other appropriate sections of this article and the seal and signature of ~~a state registered engineer~~ the engineer of record as defined in Section 10-10 of this Code shall be affixed to all plans submitted for such docks. Floatation shall be no less than that specified by Pinellas County. No floating dock shall be placed or situated in any of the Town's waterways so as to impede or restrict in any way the free and safe passage of any other vessels using or entitled to use the waterways of this state.
- (d) *Disposition of removed dock concrete.* Concrete pilings and other concrete remnants of docks being replaced by new docks may be placed on the seabed subject to the following restrictions:
- (1) For a non-residential dock the Engineer of Record, as is defined in Section 10-10 of this Code, or for a residential dock, the contractor to whom the dock permit is issued, certifies in writing to the Town, on a form to be provided by the Town, that:
- a. there are no contaminants in the concrete that would adversely affect water quality based on the standards established by Pinellas County; and
- b. there are no seagrasses or other environmentally sensitive features on or within 15 feet of the location where the concrete is to be

- placed.
- (2) There is no exposed metal on or within the concrete;
- (3) The concrete:
- a. is placed under the footprint of the new dock; or
- b. is placed at the base of the seawall in a single row in physical contact with the seawall or with previously placed removed concrete; and
- c. is located completely below the Mean Low Water elevation.
- (4) The removed concrete may project above the Mean Low Water elevation at the seawall if it is covered by material that meets the requirements of § 5-63, "riprap" of this Code.

Section 3. Chapter 10, Floodplain Management, Article II, Definitions, Section 10.10, Definitions, is amended by inserting, in alphabetical order:

North American Vertical Datum of 1988 (NAVD 88). The vertical control datum of orthometric height established for vertical control surveying in the United States of America and in Canada based upon the General Adjustment of the North American Datum of 1988.

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

Section 5. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this ____ Day of _____ 201__.

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					

1
2
3
4

Commissioner Steiermann						
Vice Mayor Will						
Mayor Simons						



Meeting Date: December 5, 2018
Agenda Item _____

FLORIDA MUNICIPAL SERVICES
18001 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

November 29, 2018

MEMORANDUM

TO: Honorable Mayor and Members of the Town Board of Commissioners

FROM: Darin Cushing, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Swimming Pool - Seawall Setback Requirements – Proposed Ordinance 2018-04

EXECUTIVE SUMMARY

Modern engineering permits pools to be constructed closer to a seawall than the Town Code presently requires. As a result, there have been a number of variance applications seeking to shorten the distance between pools and seawalls. If accompanied by appropriate engineering, these variances are routinely granted. It is thus appropriate to permit this standard to be varied administratively. The LPA has reviewed Ordinance 2018-04 and found it to be consistent with the Comprehensive Plan and recommended its approval. Staff recommends **ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

BACKGROUND

Applicant: Town of Redington Beach

Location: All Waterfront Properties in the Town

November 29, 2018

THE REQUEST

To permit administrative variances to the required setbacks between swimming pools and seawalls when engineering design permits the setback between a swimming pool and a seawall to be shortened.

HISTORY

As property improvements and redevelopment occur throughout the Town, one type of project that is occurring is the replacement of existing seawalls with new seawalls built to modern design standards. Many of these new seawalls are engineered with provisions for the installation of a swimming pool on the same property which installation is in accord with sound engineering principles but not necessarily in accord with the Town Code.

The location of new swimming pools on waterfront properties is regulated by Town Code § 6-234 as set out in the attached proposed ordinance.

The proposed new seawall code, pending before the Board as Ordinance 2018-01, includes the following proposed regulation:

Span beams are to be designed for new pool construction (or other obstructions in the failure zone of the seawall) with the appropriate sized reinforced cap, tieback rods and larger concrete deadmen outside the footprint of the pool or obstruction. The pool company may excavate for the pool and cut and remove the conflicting tieback rods and deadmen or other types of conflicting anchors after the concrete has achieved the design strength of the concrete.

With the advent of new seawalls, engineered to permit closer proximity of pools, property owners are required to seek variances from the Board of Adjustment (a sample application package is attached to this report), to permit a pool to be constructed closer to a seawall than required by the Code.

Given that the merits of a variance application related to the pool location rest largely on a certification by the engineer of record that a pool can appropriately be built closer to a seawall, and given the proposed changes to the seawall code, it seems appropriate to permit the Building Official to administratively vary the setback requirement to an extent determined by the Board.

November 29, 2018

This ordinance also provides an opportunity to resolve possible ambiguities with respect to the terms "Gulf-front" and "Waterfront," and to clarify that the required setback is from a side lot line. A redundancy between a definition and an operative provision is also resolved.

NOTICE

The Town Clerk's office will advise as to the notice given of this proceeding.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing, adopting and amending land development regulations, including the regulation of seawalls and swimming pools and their respective locations.

COMPREHENSIVE PLAN CONSISTENCY

Although there are not a lot of relevant Comprehensive Plan policies, the requested changes are generally consistent with the following Comprehensive Plan Goal from the Conservation and Coastal Management Element:

Goal 1: To ensure the highest environmental quality possible, the Town of Redington Beach shall conserve, protect and appropriately manage its natural resources (aquatic, wetland, and terrestrial).

Permitting the more efficient use of land resulting from the adoption of the proposed ordinance represents the appropriate management of the Town's natural resources.

Based on the foregoing analysis, the Planning Board found proposed Ordinance 2018-04 to be consistent with the Town's Comprehensive Plan.

Memo: Town of Redington Beach
Town Board of Commissioners
Proposed Ordinance 2018-04
Pool/Seawall Separation Requirements
Page 4

November 29, 2018

ANALYSIS

As recommended for approval by the Planning Board, the draft ordinance presents some minor corrections and clarifications and enacts a new section permitting the Building Official to administratively vary the distance between a pool and the seawall. At the suggestion of the Planning Board, the original draft of the Ordinance was amended to establish a maximum variance that can be administratively granted and to clarify the grounds on which the variance may be granted. Those changes are incorporated into the attached draft.

STAFF RECOMMENDATION

ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.

DC/RBM/L/m

TOWN OF REDINGTON BEACH, FLORIDA
Board of Adjustment Application

DEC 14 2017

(Please type or print clearly)

Property Owner(s)

Name

ANTHONY ROSS & AMANDA LIDDY

Email

ANTHONYROSS15@OUTLOOK.COM

Address

16004 5th St. East

City

REDINGTON BEACH

State

FL

Zip

33708

Phone

727-403-5955

Fax

Cellular

813-220-9436

Applicant

Name

ANTHONY ROSS

Email

ANTHONYROSS15@OUTLOOK.COM

Address

16004 5th St. E.

City

REDINGTON BEACH

State

FL

Zip

33708

Phone

Fax

Cellular

813-220-9436

Agent (if applicable)

Name

Email

Address

City

State

Zip

Phone

Fax

Cellular

General Information

Property Location or Address

16004 5th St. East

Legal Description (attach additional sheets as necessary)

REDINGTON BEACH HOMES 6TH ADDITION BLK 2, LOT 31

Tax Parcel Number(s)

04 31 15 73962 002

Zoning District

Requested Action: (please check all that apply)

☒ Setback variance

☐ Fence height variance

☐ Sidewalk waiver

☐ Other

☐ Parking variance

☐ Dock variance

Describe Request: (attach additional sheets as necessary)

REQUESTING 8' 4" variance to install new pool. Seawall was replaced in November 2017 and included special engineering with 58' span beam to accommodate pool design. PLEASE REFERENCE ENGINEERING DIAGRAMS ATTACHED

Required LDC Regulation(s): (list all that apply)

SECTION 6-234 (b)

TOWN OF REDINGTON BEACH, FLORIDA
Board of Adjustment Application

DEC 14 2017

1. What special conditions or circumstances exist which are peculiar to the lands, structures or dwellings involved, and which are not applicable to other lands, structures or dwellings in the same district?

I HAD A NEW SEAWALL INSTALLED 11/17 TO ACCOMMODATE
POOL CLOSER TO SEAWALL. WANTED TO ACCOMMODATE 3' 8"
WALKWAY BETWEEN POOL AND PICK COLUMNS FOR SAFETY REASONS.

2. What strict interpretation of the provisions of the subject ordinance would deprive the Applicant(s) of rights commonly enjoyed by other properties in the same district causing undue hardship on the Applicant?

AMANDA (HOME OWNER) HAS M.S. AND ONE REASON WE WANTED
A LARGER POOL WAS TO ACCOMMODATE A SWIM LANE SO SHE
COULD EXERCISE OUTSIDE DURING THE WARM/HOT MONTHS.

3. What special conditions or circumstances entitles the Applicant to a variance or special exception that are NOT the result of actions of the Applicant?

NEW SEAWALL AND ABOVE MENTIONED PERSONAL HARSHIP?

4. Explain how the granting of the variance or special exception will not confer on the Applicant any special privilege that is denied other lands, structures or dwellings in the same district.

WITH APPROPRIATE ENGINEERING OF THE SEAWALL I BELIEVE
THE ORIGINAL INTENT OF SAFETY AND STRUCTURAL INTEGRITY OF
THE CODE REMAINS INTACT.

5. Explain how the variance requested is the minimum variance that will make possible the reasonable use of the lands, structures or dwelling, will be in harmony with the general purpose and intent of the zoning ordinances, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

NEW SEAWALL WAS ENGINEERED WITH SPAN BEAMS TO ALLOW
A POOL NEXT TO SEAWALL. THE LARGER POOL WILL LIKELY INCREASE
PROPERTY VALUE WHICH WOULD BE BENEFICIAL TO THE NEIGHBORHOOD.

Note: No nonconforming use of neighboring lands, structures or dwellings in the same district, and no permitted use of lands, structures or dwellings in other districts shall be considered grounds for the issuance of a variance or special exception. Under NO circumstances shall a variance be granted to permit use not generally, or by special exception, permitted in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance.

TOWN OF REDINGTON BEACH, FLORIDA
Board of Adjustment Application

DEC 14 2017

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that _____ is/are duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the appropriate fees paid prior to processing.

Date: 12/14/17

Title Holder: Atty E Ross

Date: _____

Title Holder: _____

Date: _____

Title Holder: _____

Date: _____

Title Holder: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1 day of December A.D., 2017

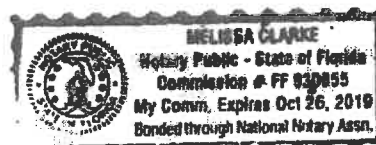
By Anthony Ross who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Melissa Clarke

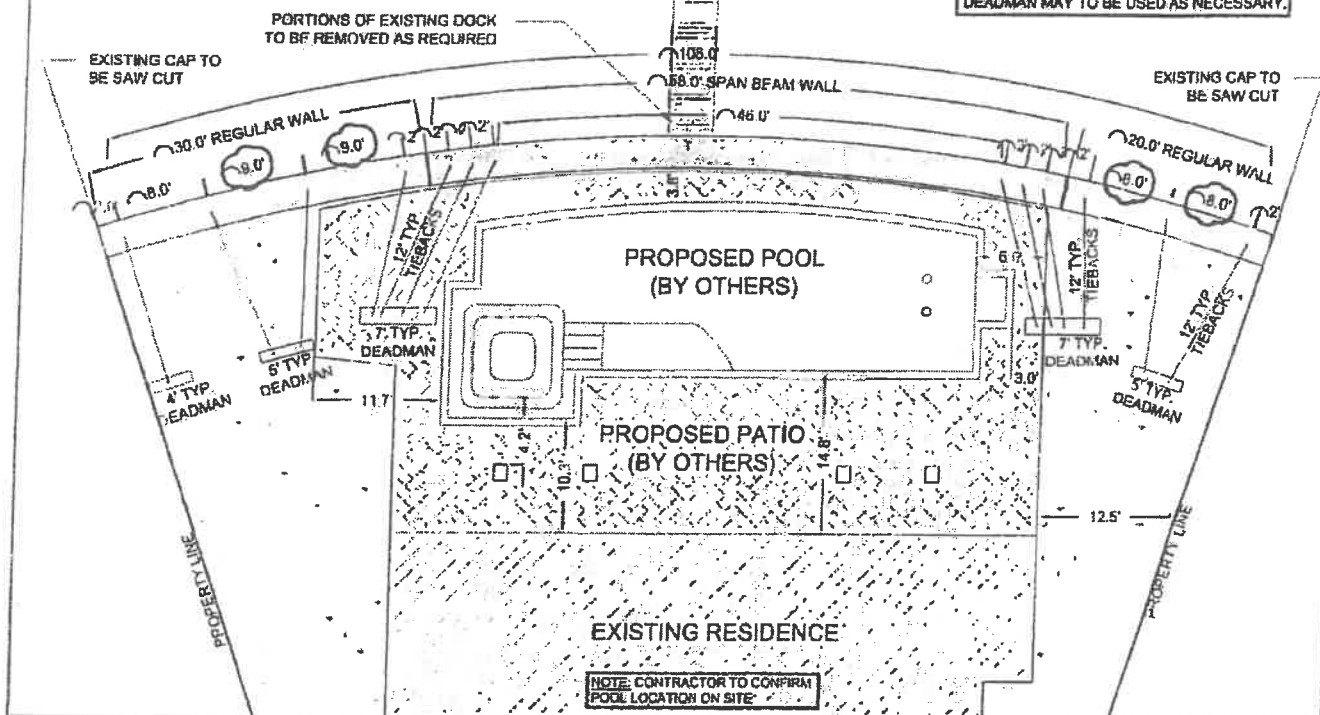
Signature: Missy Clarke

Stamp:



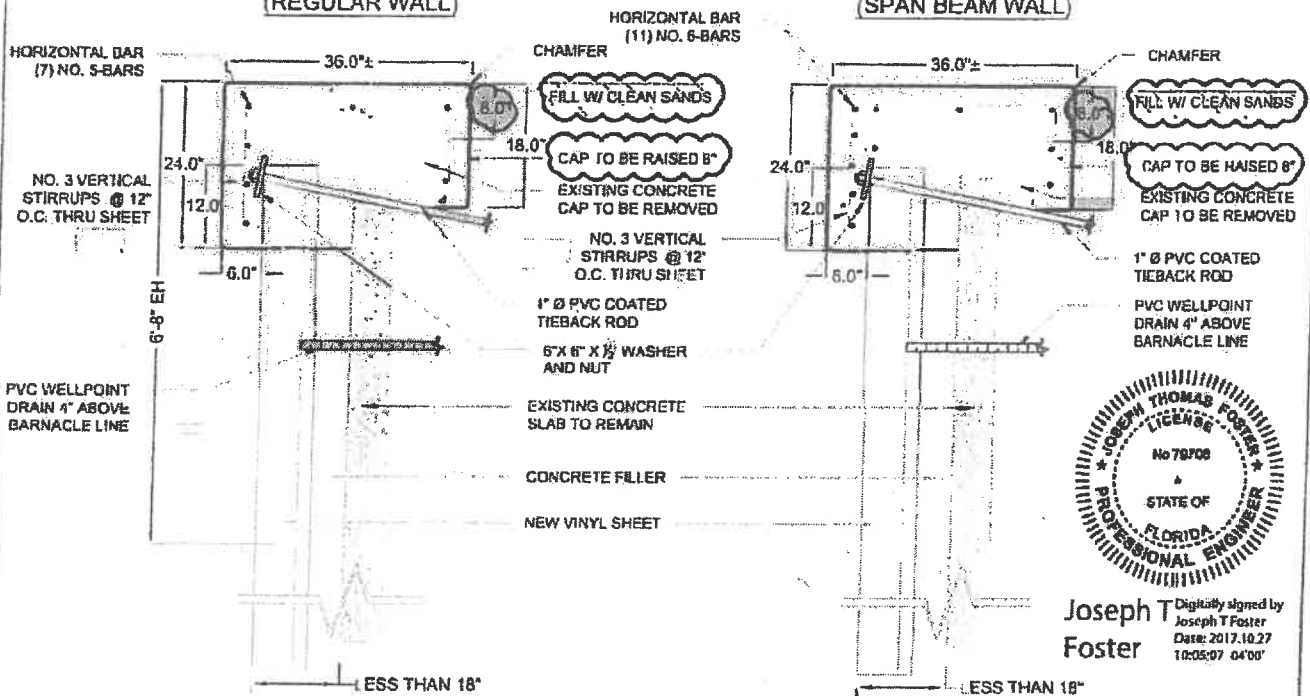
PLAN VIEW

NOTE: MANTA RAY ANCHORS SHOWN.
DEADMAN MAY TO BE USED AS NECESSARY.



WALL DETAIL (REGULAR WALL)

WALL DETAIL (SPAN BEAM WALL)



Joseph T. Foster
Digitally signed by Joseph T. Foster
Date: 2017.10.27 10:05:07 -04'00'

DEC 4 2017
4511 SHEET E.
REDINGTON BEACH, FL.



FOSTER CONSULTING

FL PROFESSIONAL ENGINEER NO. 79708

DELAWARE LIC. # 10616

NJ LIC. # 240E05191200

PH (727) 821-1849

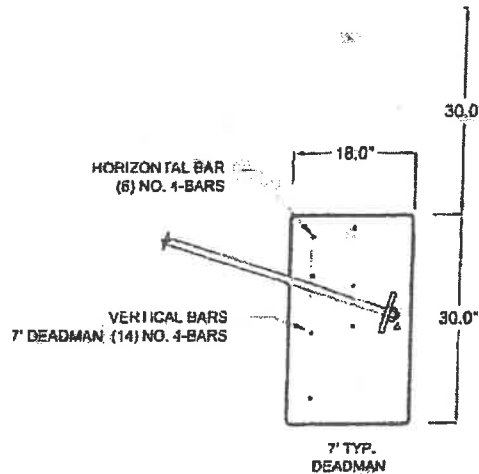
WWW.JFOSTERCONSULTING.COM

P.O. BOX 7370, ST. PETERSBURG, FL 33724

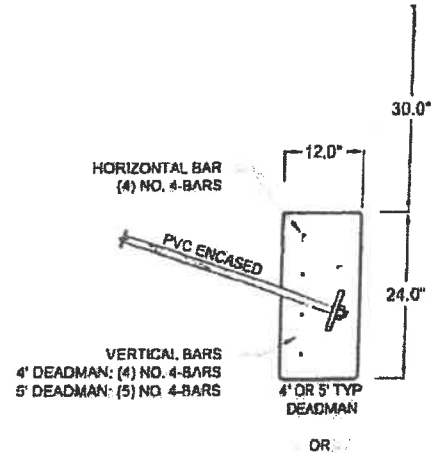
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DRAWN BY:	NSN	SHEET:	1 OF 2
CHECKED BY:	JTF	DATE:	8-30-17 10-27-17
SCALE:	AS SHOWN	DATE:	10-20-17 10-25-17

DEC * 4 2017

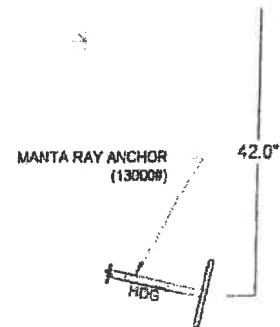
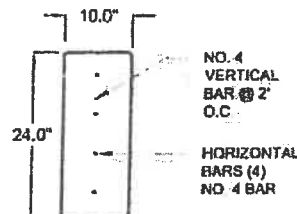
SPAN BEAM ANCHOR DETAIL



ANCHOR DETAIL



CAP RETURN DETAIL



Joseph T Foster
Digitally signed by
Joseph T Foster
Date: 2017.10.27
10:04:39 -04'00'

NOTES:

1. **CONCRETE**- 4900 PSI (CAP) AND 2800 PSI (FILLER) AT 28 DAYS
2. **SHEETS**- VINYL SHEET PILE (VANGUARD, ESP 4.1 OR EQUAL) AT MIN 12' IN LENGTH
3. **TIEBACK RODS**- 1" X 12' LONG PVC ENCASED TIEBACK ROD WITH (2) HDG 5" x 6" x 1/2" WASHERS AND NUTS AT EACH END WITH CONCRETE DEADMAN OR 1" X 12' LONG HDG TIEBACK ROD CONNECTED TO MR-SR MANTA RAY ANCHORS TENSIONED TO 13000#
4. **DRAINS**- 1.25" DIAM. X 4' LONG SLIT TYPE PVC WELL POINT DRAINS THROUGH BOTH WALLS AT 6' CENTERS 4" ABOVE THE BARNACLE LINE.
5. **REBAR**- GRADE 60, PLAIN, 3" COVER
6. **CAP- RAISE CAP 1"**
7. **MEETS FBC 2014 - 5TH EDITION**

16004 5TH STREET E.
REDINGTON BEACH, FL



FOSTER CONSULTING

FL PROFESSIONAL ENGINEER NO. 79708

DELAWARE LIC. # 18618

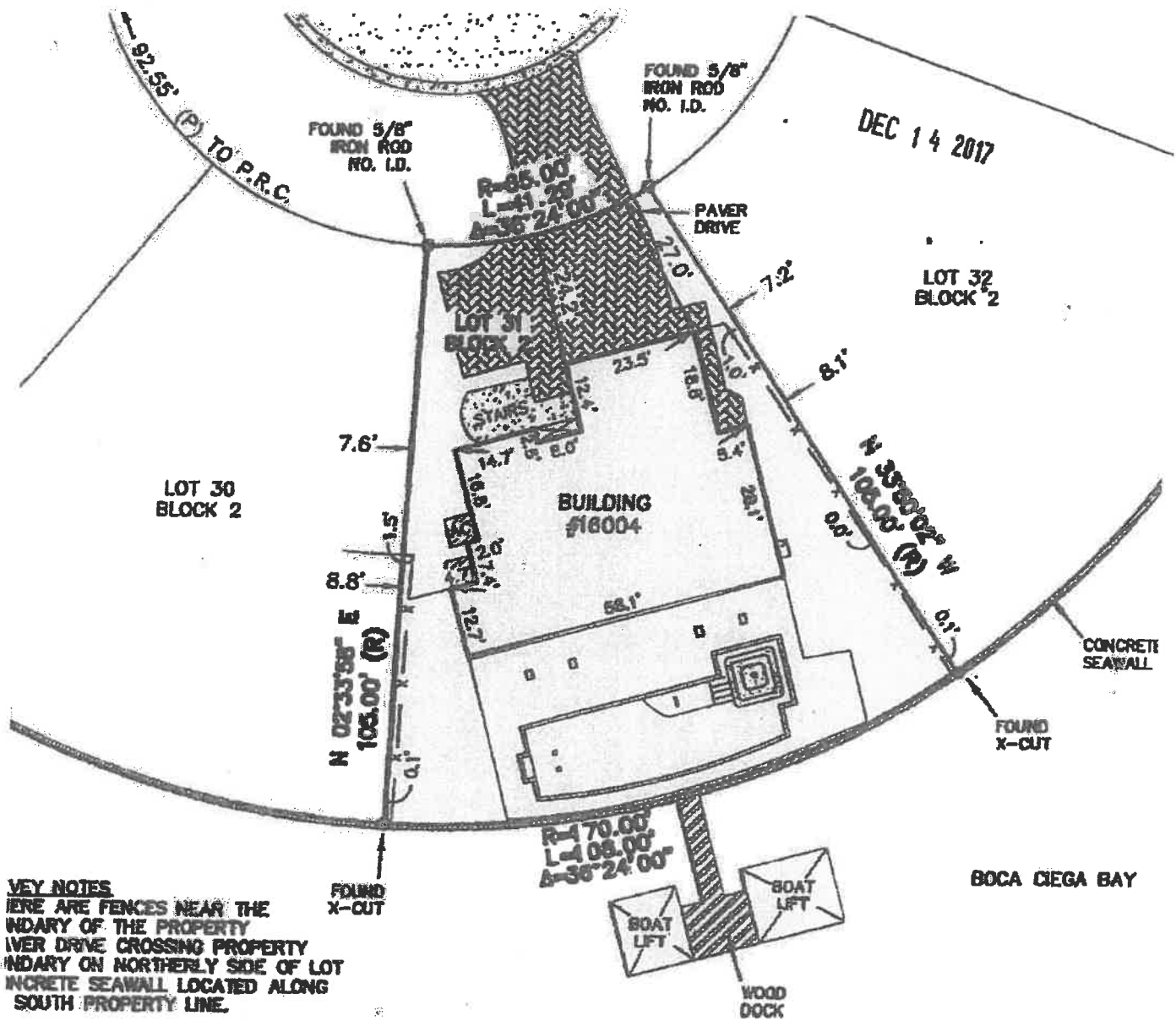
NJ LIC. # 240825181299

P: (727) 821-1948

WWW.JFOSTERCONSULTING.COM

P.O. BOX 7370, ST. PETERSBURG, FL 33734

DATE	7-5-17	FILE NAME	19817
DRAWN BY	NSN	SHEET	2 OF 2
CHECK BY	JTF	DATE	10-20-17
SCALE	AS SHOWN		



KEY NOTES
 THERE ARE FENCES NEAR THE
 BOUNDARY OF THE PROPERTY
 PAVEMENT DRIVE CROSSING PROPERTY
 BOUNDARY ON NORTHERLY SIDE OF LOT
 CONCRETE SEAWALL LOCATED ALONG
 SOUTH PROPERTY LINE.

PAGE 2 OF 2 PAGES

BOUNDARY SURVEY

LB #7883



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY
 IS A TRUE AND CORRECT REPRESENTATION OF A
 SURVEY PREPARED UNDER MY DIRECTION.
 NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC
 SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL
 OR A RAISED EMBOSSED SEAL AND SIGNATURE.

Clyde McNeal

DATE: 2012.01.24 13:28:53 -



**TARGET
 SURVEYING, LLC**

SERVING ALL FLORIDA COUNTIES

6308 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 643-4800
 FACSIMILE (561) 640-0576
 STATEWIDE PHONE (800) 228-4887
 STATEWIDE FACSIMILE (800) 741-0576

CLYDE D. MCNEAL, PROFESSIONAL SURVEYOR AND MAPPER 2550



Town Hall
105-164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875
FAX: 727-397-6911
Email address:
info@townofredingtonbeach.com

**NOTICE OF PUBLIC HEARING
APPLICATION OF EXCEPTION**

Anthony Ross and Amanda Liddy, property located at **16004 5th St. E., REDINGTON BEACH HOMES 6TH ADD BLOCK 2 LOT 31**, as recorded in plat book 31 page 29 of the Pinellas County Property Appraiser's office, are requesting the Board of Adjustment to grant an exception to install a swimming pool 8' 4" into the rear setback area whereas per Section 6-234(b) of the Town of Redington Beach Code of Ordinances, a swimming pool located on waterfront property must be 12' from the seawall.

You as a property owner are within 150' of the subject property and are invited to register your opinion at a Public Hearing to be held **January 18, 2018** at 7:00 P.M. in the Town Hall Assembly Room located at 105 164th Avenue, Redington Beach, FL 33708 or you may respond by letter to the Deputy Clerk stating your reasons for your opinion. This letter should be mailed or emailed to the Town Hall at the above address. It is imperative that the Board of Adjustment members know the reasons for your approval or disapproval so that they can give your comments the proper consideration.

Any person wishing to appeal any decision of the Board of Adjustment with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which an appeal is to be based.

Adriana Nieves
Deputy Town Clerk

Date of Notice: December 18, 2017

Sec. 6-234. - Location.

- (a) *Gulf-front property.* A swimming pool may be constructed on any property lying between Gulf Boulevard and the Gulf of Mexico, provided the pool is set back at least 20 feet from the coastal construction line and is at least five feet from the foundation of the residence. Side line restrictions shall apply as provided for in appendix A, section 5, of this Code.
- (b) *Waterfront property.* A swimming pool may be constructed in the rear yard of waterfront property, provided the pool is set back at least 12 feet from the seawall and does not interfere with seawall deadmen or tiebacks, and is at least five feet from the foundation of the residence. If the rear set back is less than 18 feet an inspection by the building official during excavation shall be mandatory. Side line restrictions shall apply as provided for in appendix A, section 5 of this Code.
- (c) *Nonwaterfront property.* A swimming pool, in-ground or aboveground, may be constructed in rear yards of inside lots, provided the pool is set back at least five feet from the rear lot line and is at least five feet from the foundation of the residence. Side line restrictions shall apply as provided for in appendix A, section 5, of this Code.

(Code 1980, § 5-6(a)—(c); Ord. No. 94-08, § I, 12-5-94; Ord. No. 09-06, § 1, 5-5-09)

Cross reference— Zoning, App. A.

Town of Redington Beach
ORDINANCE NO. 2018 – 04

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES CHAPTER 6 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE VIII. – SWIMMING POOLS, SECTION 6-234. – LOCATION.; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to more effectively regulate the construction of swimming pools on Intracoastal frontage properties within the Town, especially as it relates to the construction of swimming pools in relation to seawall construction and maintenance; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that the amendment of Chapter 6 – Buildings and Building Regulations, Article VIII. – Swimming Pools, Section 6-234. – Location, is necessary to effectively regulate same; and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has found this Ordinance to be consistent with the Town's Comprehensive Plan and has recommended approval of the amendment to further consistency with the Town's Comprehensive Plan;

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof:

Section 2. This ordinance amends Chapter 6 – Buildings and Building Regulations, Article VIII. – Swimming Pools as follows:

ARTICLE VIII. - SWIMMING POOLS

Sec. 6-234. - Location.

1 (a) *Gulf-front property.* A swimming pool may be constructed on any property lying
2 between Gulf Boulevard and the Gulf of Mexico, provided the pool is set back at least 20 feet
3 from the Coastal Construction Control Line as said Line is established by the State of Florida,
4 and is at least five feet from the foundation of the residence. Side lot line restrictions shall apply
5 as provided for in appendix A, section 5, of this Code.

6
7 (b) *Waterfront property. Intracoastal-frontage property.* A swimming pool may be
8 constructed in the rear yard of waterfront Intracoastal frontage property, provided the pool is set
9 back at least 12 feet from the seawall and does not interfere with seawall deadmen or tiebacks,
10 and is at least five feet from the foundation of the residence. If the rear set back is less than 18
11 feet, an inspection by the building official during excavation shall be mandatory. Side lot line
12 restrictions shall apply as provided for in appendix A, section 5 of this Code.

13
14 (c) *Non-waterfront property.* A swimming pool, ~~in-ground or aboveground,~~ may be
15 constructed in rear yards of inside non-Gulf-front and non-Intracoastal frontage lots, provided the
16 pool is set back at least five feet from the rear lot line and is at least five feet from the foundation
17 of the residence. Side lot line restrictions shall apply as provided for in appendix A, section 5, of
18 this Code.

19
20 (d) Notwithstanding the setback requirements of §§ 6-234 (a) and (b), when the
21 Engineer of Record certifies to the Building Official that the proposed swimming pool along with
22 all existing or proposed seawalls can be safely engineered so that foundations, deadmen,
23 tiebacks, and all other structural features of both the swimming pool and the seawall meet the
24 requirements of the Florida Building Code as well as sound engineering and construction
25 practices, the Building Official may, if the engineering of the seawall and pool so permit,
26 administratively vary the gulf front setback to no less than twelve (12) feet from the Coastal
27 Construction Control Line and the required setback on Intracoastal-frontage properties to no less
28 than five (5) feet from the center of the seawall cap. The certification required by this paragraph
29 shall be in writing to the Town Building Official on a form to be provided by the Town.

30
31 For the purposes of this Section, the "Engineer of Record" is defined in Section 10-10
32

33 **Section 3.** If any section, subsection, sentence, clause, provision or word of this
34 Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the
35 remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of
36 the Ordinance shall withstand any severed provision, as the Board of Commissioners would have
37 adopted the Ordinance and its regulatory scheme even absent the invalid part.

38
39 **Section 4.** This Ordinance shall become effective immediately upon final passage and
40 adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this _____ Day of _____ 201__.

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					



Meeting Date: December 5, 2018
Agenda Item _____

FLORIDA MUNICIPAL SERVICES
18001 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

November 29, 2018

MEMORANDUM

TO: Honorable Mayor and Members of the Town Board of Commissioners

FROM: Darin Cushing, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Right of Way Utilization/Driveway Connection Regulations – Proposed Ordinance 2018-05

EXECUTIVE SUMMARY

The current R/W Utilization Ordinance needs enhancement, modernization, clarity and legal enforceability. The Town also lacks any meaningful regulation of driveway connections to Town rights-of-way. Staff recommended rewriting the R/W Utilization Code and adoption of a driveway connection ordinance and the LPA concurred, finding said ordinance to be consistent with the Comprehensive Plan. Staff recommends **ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

BACKGROUND

Applicant: Town of Redington Beach

Location: Entire Town

November 29, 2018

THE REQUEST

Staff requested and recommended that the Town's right-of-way utilization regulations now entitled "digging and removal of pavement" be updated and made more enforceable. Also as part of the work on the other ordinances pending before the Town Board, the need for better regulation of driveway connections was identified. Staff's request was presented to the Planning Board sitting as the Local Planning Agency and the LPA, after extensive review of the issue, including at an advertised public hearing, recommended approval of the attached Ordinance.

HISTORY

In the summer of 2017, staff were advised that the Town had no right-of-way utilization or driveway connection regulations. Several interactions with the Town Administration and discussions before the Planning Board did not contradict that advice and, on the suggestion of Staff, supported by the Planning Board, the Town Attorney's office was instructed to begin to prepare an initial right-of-way utilization and driveway connection ordinance.

As that work began, in mid-February, 2018, the Assistant Town Attorney and Staff, independently, determined that the Town does have right-of-way utilization regulations, codified in Chapter 19 of the Town Code.

Chapter 19 seems to have been derived primarily from the 1980 Code, with minor amendments, (related to the role of the Public Works Director), enacted by Ordinance 2014-04. Just based on its format, and without reviewing the underlying ordinances, it appears that the 1980 Code was adopted in a somewhat piecemeal fashion. In any event, the existing Code (Attachment A) requires modernization, enhancement and clarification.

The proposed amendment, Ordinance 2018-05, (Attachment B) reflects extensive effort by the Planning Board, including one advertised public hearing, along with input from Staff and from the Town Attorney's office. The Town Engineer also made suggestions which are incorporated into the attached draft.

NOTICE

The Town Clerk's office will advise as to the notice given of this proceeding.

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AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing, adopting and amending land development regulations, including the regulation of driveways and driveway connections to public rights-of-way. Sections 163.3161 (4) and (6), F.S., incorporate transportation and utilities planning and public and private development into the comprehensive planning process, thereby conferring jurisdiction on the Town Board of Commissioners to regulate activity in the Town's rights-of-way.

COMPREHENSIVE PLAN CONSISTENCY

The proposed ordinance is consistent with the following Goals, Objectives and Policies of the Transportation Element of the Town's Comprehensive Plan:

Goal 1: A safe, convenient, and efficient motorized and non-motorized transportation system shall be available for all residents and visitors to the town.

Objective 1.2

Roadway rights-of-way shall be identified, reserved, or acquired.

Objective 1.4

The town's transportation system shall emphasize safety and aesthetics.

Policy 1.4.4

Cooperate with the County and FDOT to control connections and driveways to Gulf Boulevard (SR 699) through the site plan review process.

Policy 1.4.5

Conduct a cost-benefit analysis for underground utilities, streetscape, and pedestrian safety and traffic calming improvements on a town-wide basis.

The proposed ordinance is also consistent with the following Goals, Objectives and Policies of the Infrastructure Element of the Town's Comprehensive Plan:

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Goal 1: The Town shall ensure that needed sanitary sewer, solid waste and potable water services be provided by a safe and efficient system which maintains adequate facilities and provides for orderly growth and expansion.

Goal 2: To endeavor to provide an efficient drainage system which protects human life, minimizes property damage, and improves stormwater quality and on-site retention.

Objective 2.1

The Town shall seek to improve the stormwater drainage system located within its municipal boundaries.

Policy 2.1.1

Ensure that surface cover vegetation loss during construction is minimized or replaced to reduce erosion and flooding.

Policy 2.1.2

Ensure that the developer or owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff so that post-development runoff rates, volumes, and pollutant loads do not exceed pre-development conditions.

Policy 2.1.3

Future drainage outfalls associated with either new development or redevelopment, shall be designed to prevent the direct discharge of runoff into Boca Ciega Bay or the Gulf of Mexico.

Policy 2.1.4

Implement the town's Watershed Management Plan in conjunction with the Southwest Florida Water Management District to address existing drainage and flooding conditions.

Objective 2.2

All development within the Town of Redington Beach shall meet the adopted level-of-service standard for stormwater drainage.

Policy 2.2.1

All development activity shall adhere to the level-of-service standard for drainage requirements of the 25 year, 24 hour rainfall storm design standard.

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Policy 2.2.2

New development, redevelopment, and rehabilitation shall meet and maintain the standards established by the Florida Department of Environmental Regulation for the Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay that require an additional fifty percent storage and treatment on site.

Policy 2.2.3

The following management techniques shall be used to reduce stormwater runoff.

1. Expansion and regular maintenance of retention swales adjacent to town roadways;
2. Use of front, rear and side lot line swales for new construction or redevelopment;
3. Use of erosion and runoff control devices during construction; and

Policy 2.2.4

The land development regulations shall continue to enforce provisions which, at a minimum, protect natural drainage features found within the Town as follows:

1. All applications for development approval within those areas identified as coastal high hazard area shall undergo site plan review;
2. The flood-carrying and flood storage capacity of the 100-year floodplain shall be maintained;
- ...
4. The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain shall be considered while promoting public usage; and
5. The Town shall require development or redevelopment proposals to be consistent with the performance standards regulating development within the designated floodplain.

Accordingly, proposed Ordinance 2018-05 is clearly consistent with numerous Comprehensive Plan policies found in the Transportation and Infrastructure Elements of the Town's Comprehensive Plan.

ANALYSIS

In the discussions to date of a Right-of-Way Utilization and Driveway Connection Ordinance a number of issues have already been identified, as follows:

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Issues

Affected Parties

Beside the Town, the following entities will be affected by the Ordinance:

- Pinellas County Utilities
- Clearwater Gas
- Duke, Frontier and Spectrum
- Private contractors or owners doing construction work in the Town's rights-of-way.

Careful consideration was given to whether there should be a single set of regulations applicable to all four types of right-of-way users or whether there should be different rules for the public utility, the proprietary utility, the for-profit utilities and private parties. Matters considered were the frequency of right-of-way utilization, the cost of doing business, and the difficulty of enforcing cures for problematic work.

The Planning Board opted to recommend a single set of regulations applicable to all four types of right-of-way users. The attached draft of the Ordinance reflects this recommendation.

Other Local Governments

As set out on Attachment C, most local governments in Pinellas County have right-of-way utilization ordinances and two-thirds have driveway connection ordinances. Enhancing, modernizing and clarifying the Town's Right-of-Way Utilization Ordinance and adding a driveway connection ordinance will align the Town with most of the County's other local governments.

Bond Requirement

This will be one of the most difficult decisions to make because of the many facets of the issue. About two-thirds of the County's local governments require some sort of bond, some in the form of the registration of the private utilities and a bonding provision related to such registration.

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A \$2,000 bond from a small contractor doing a single job may be cost-prohibitive, but that may be the type of right-of-way user from whom a bond is most necessary. On the other hand, a \$20,000 annual bond from a for-profit utility should be financially feasible but hopefully unnecessary because of the ongoing relationship between the Town and the utility. The Planning Board recommended that a bond be required. Attachment C includes the bond requirement provisions from those local governments that require some sort of bond for work in a right-of-way.

Franchise Requirements

Attachment D is Appendix B to the Town Code, the cable television and electric franchises for the Town (for some reason, no telephone franchise is included in the appendices to the Code).

As the Right-of-Way Utilization Ordinance is more fully developed, it will have to be integrated with the existing franchise agreements.

Alternate Administration

Under the original draft of the Ordinance, the bulk of the responsibility for the administration of the Ordinance rests with the Building Official, sometimes in consultation with the Town Clerk and a representative of the Public Works Department. The original draft of the ordinance assigned that role to the Public Works Director. However, by Ordinance 2014-04, the Town apparently abolished the position of Public Works Director and changed references from "director" to "department."

However, making a "department" responsible for specific tasks is potentially problematic. The Town Commission does assign oversight responsibilities for various functions of the Town, such as Public Works, to specific Commissioners. The current draft of the Ordinance puts the Commissioner responsible for public works issues in the implementation role for the Public Works Department.

Ordinance Overview

Attachment E shows where the provisions of the current code (Attachment A) can be found in the revised Ordinance (Attachment B). Following is a brief overview of the new draft.

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CHAPTER 19 – RIGHT-OF-WAY UTILIZATION

Definitions, § 19-1

Some terms in the current ordinance are defined in the body of each section. Other terms in the existing ordinance and some terms in the new ordinance should be defined. A new definitions section, (19-1) is included. The word “person” is defined to include all right-of-way users so that the body of the Ordinance does not have to repeat the types of affected users in each operative provision.

Definitions related to changes in the first part of the Code and related to the swales have been added.

Obstructions, § 19-2

This section basically restates and clarifies the existing code. A prohibition against tracking mud etc., onto a right-of-way is included. An enforcement provision has been added.

Right of Way Utilization, § 19-3

This section:

- Requires compliance with the Code;
- Requires permits and sets out the mechanism for obtaining permits for any right-of-way utilization;
- Sets out the requirements for a permit application;
- Requires notification as part of the permit process; and
- Details what the permit is required to state.

Emergency Exception, § 19-4

This section sets out an exception for emergency work, but still requires the approval of the Building Official or of an agent of the Public Works Department for emergency work, and requires an “after-the-fact” permit.

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Construction Standards, § 19-5

This section:

- Sets out in detail the construction standards for right-of-way utilization'
- Generally requires the "jack and bore" method of construction;
- But provides for alternative methods such as the *flowmole* system;
- Requires compliance with relevant technical standards;
- Restates the existing code's requirements for the rehabilitation of the work area;
- Requires keeping workers and materials out of the right-of-way unless they are involved in the immediate ongoing construction process;
- Requires traffic maintenance; and
- Requires inspections of the work.

Remedial Actions, § 19-6

This section sets out the remedial courses of action available to the Town in the event that the work is not completed according to code and the approved plans, or if Town property is damaged in the course of the construction. It includes the "notice to cure" from the current code, invocation of the general penalty provisions of the overall code, and a claim against the bond.

Bond Required, §- 19-7

This section, based largely on a recent Pinellas Park Ordinance, requires a bond to be posted before any work is done in a Town right-of-way. As noted above, this issue will require extensive and thoughtful discussion. The Board members may wish to review the bond requirements of the other local governments in Pinellas County for additional insight into this issue.

A provision is made for adjusting the bond amount at the public hearing on the proposed right-of-way utilization.

Fee, §- 19-8

This section allows the Town to collect a fee for approving and inspecting right-of-way

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utilization work. The fee is to be set by resolution of the Town Board and allows an additional fee when a second or subsequent reinspection is required.

Swales, § 19-9.1 Construction

This section requires swales in areas presently served by swales, with the swale design to be based on the drainage plan. No new structures or expansion of existing structures is permitted until the drainage plan, including plans for the swales, is approved.

Technical specifications, including specifications for geometry, flows, stability and inter-connections will be adopted by Resolution, which Resolution will be presented to the Town Board for adoption concurrently with second reading of this Ordinance. No certificate of occupancy or certificate of completion will be issued until it is demonstrated that the swale on the property has been constructed in accordance with the approved plans and with the technical specifications for swales.

Swales, § 19-9.2 Maintenance

This section is essentially a restatement and enhancement of the current Code. Note that the second paragraph of the current code is to be moved to Chapter 21 of the Town Code. The provision establishing responsibility for swale maintenance has been clarified.

CHAPTER 19.5 - DRIVEWAY CONNECTIONS

This new Chapter provides the Town with its first regulations related to the connection of driveways to Town rights-of-way. To date, effective and functioning driveway connections can only be compelled through enforcement of site and drainage plans. This Chapter establishes rules for the establishment of new or replacement driveways.

Definitions, § 19.5-1

This section defines the word “driveway” and other terms whose definition is necessary to the effective administration of this Chapter.

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Permit Required, § 19.5-2

This section prohibits making a driveway connection to a Town right-of-way without a permit approved by the Building Official.

Construction Standards, § 19.5-3

This section sets construction standards for driveways including the preparation of a driveway connection permit application plan, driveway widths, and driveway materials, (including detailed requirements for the use of pavers). It also requires compliance with technical specifications to be adopted by Resolution, which specifications shall include provisions for drainage and stormwater facilities, elevation requirements and details about construction materials.

This section contains two significant new provisions. First, it prohibits corner lots with frontage on Gulf Boulevard from constructing a driveway on Gulf Boulevard. Second, it defines "unified control" of multiple lots and then prohibits lots in "unified control" from having more than one driveway to any public right-of-way.

Driveway Maintenance, § 19.5-4

The ordinance provides minimum maintenance standards for driveways, particularly that portion of a driveway on a public right-of-way.

Driveway Relocation, § 19.5-5

The ordinance provides mechanisms for relocating driveways and gives priority, first to the Town and then to the County, with respect to relocating Town or County Facilities.

Indemnification, § 19.5-6

The ordinance requires a property owner, in the construction and maintenance of a driveway, to indemnify the Town and the public at large with respect to and injury that may result from the driveway construction or maintenance.

Memo: Town of Redington Beach
Town Board of Commissioners
Proposed Ordinance 2018-05
R/W Utilization/Driveways
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RECOMMENDATION

Staff recommends **ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

DC/RBMcl/m

ATTACHMENT A
CURRENT CODE

Chapter 19 - STREETS, SIDEWALKS AND OTHER PUBLIC WAYS⁽¹⁾

Footnotes:

--- (1) ---

Cross reference— Code enforcement, § 2-46 et seq.; level of service required for certificate of concurrency, § 7-3.

Sec. 19-1. - Obstructions.

No person shall place any thing or object on or do any act in or upon any street, avenue, alley, way, parkway, park, park turnaround, causeway, beach access easement, ditch, drain or gutter within the town which shall obstruct or tend to obstruct such street, avenue, alley, way, parkway, park, park turnaround, causeway, beach access easement, ditch, drain or gutter, or the proper use thereof. However, this section shall not apply to material placed for a reasonable time on such street, avenue, alley, way or parkway, park, park turnaround, causeway or beach access easement in the course of alteration or construction of any building, when such materials are placed there by a person having a duly authorized building permit issued by the town under the provisions of this Code and when such objects or materials are reasonably illuminated during hours of darkness; nor shall this section be construed to prevent the parking of automobiles on any street or avenue in the usual and otherwise lawful manner.

(Code 1980, § 16-2)

State Law reference— Similar provisions, F.S. § 861.01 et seq.

Sec. 19-2. - Digging and removal of pavement.

- (a) It shall be unlawful for any person, including but not restricted to public utilities, agencies of the state and county, or private entities contracting with the town, to dig upon and remove any part or portion of the paved area of any of the streets and public roadways within the corporate limits of the town, including the digging and removal of paved roadways for installing, repairing or maintaining utility lines, pipes, cables and other conduits, or for any purposes, without complying with this section.
- (b) The board of commissioners may require that the applicant for a digging permit submit a written plan, to be reviewed by the public works department or a third party or agency as directed by the town commission, which would include maps of the expected location and design of wire plant, wireless facilities, conduit and other related equipment and facilities of a public entity or agency which describes the new construction and replacement construction intended to be accomplished on any part or portion of the paved area of any of the streets and public roadways. A major project will be deemed major maintenance if the project requires excavation of any portion of a paved area greater than 200 square feet, and requires approval of the board of commissioners prior to commencement.
- (c) Where the maintenance project require the digging of 200 square feet or less of pavement, the board of commissioners requires jack and bore techniques unless, in a special hearing held for this purpose, the applicant for digging permit proves to the satisfaction of the board of commissioners that to do so in a particular permit would be clearly impractical and unreasonable. The guidelines at this hearing shall be:
 - (1) Extraordinary and unreasonable expense.

- (2) Complexity of utilities in the area to be cut or bored with potential interruption of service unless uncovered.

(d) Except as provided in subsection (c) of this section:

- (1) Pipelines or conduits under any town roadway shall be installed in a casing to be bored and jacked under the pavement. The casing and jacking procedures shall conform to the requirement of the Utility Accommodation Guide of the state department of transportation and any supplements thereto unless otherwise approved by the town clerk or his/her designee. All work and materials shall be subject to inspection by the public works director. The town's property and surface conditions shall be restored to their original condition.
 - (2) The contractor shall maintain traffic on the roadway and shall keep all workers and equipment clear of the pavement during the work. All safety regulations of the department of transportation shall be complied with.
 - (3) The top of the casing shall maintain a minimum 30-inches clearance under the roadway surface unless otherwise approved by the public works department.
- (e) When it shall be made to appear to the board of commissioners that the digging and removal of pavement is absolutely necessary, and there is no other practical or reasonable means available in connection with the installation, repairing or maintaining of utility lines, pipes, cables and other conduits within the town or other necessary work, the board of commissioners is empowered to approve the manner and mode of such work and allow such work to be done, and such approval shall be provided in writing and signed by the approving board of commissioners.
- (f) Should the digging and removal of pavement be absolutely necessary in an emergency situation, the person, public utility, agency or private entity may dig upon or remove any part or portion of the paved area upon approval of the public works department. Emergency means a condition that poses a clear and immediate danger to the life, health and safety of any natural person or of a significant loss of property, or an out-of-service condition or an imminent threat to the continued provision of a communications service.
- (g) Any person removing any part or portion of the pavement, either with or without the permission of the board of commissioners, shall forthwith, or as soon as practical, replace or repair such pavement to its previous existing condition in accordance with such standards as may be prescribed by the board of commissioners. Each person shall be responsible for the cost of repairing any facilities or areas of pavement which the person, entity or agency may damage.
- (h) Should a person, public entity, agency or private entity fail to cure or repair the part or portion of the paved area to its previous existing condition within 30 days after the town has provided such notice, or within such longer length of time specified in the notice to cure, then the town may exercise any remedies or rights the town may have at law or in equity arising from such actions.
- (i) The town shall give written notice to cure to the person, public entity, agency or private entity if the town determines that the person or entity has committed one or more of the following:
- (1) The elevation of the part or portion of paved area affected by digging or removal is higher or lower than it was prior to any action taken by the person, agency or entity;
 - (2) The compaction in the event asphalt must be cut and or any road base is disturbed to make the necessary repair or repairs, proper compaction will be required so that the same elevations of the area or areas remain the same as they were prior to the necessary repairs that were made.
 - (3) In appropriate materials and standards have been used in bringing the paved area to its prior existing condition.
- (j) The notice to cure shall include a statement of facts constituting a violation of this section. The notice shall include a statement that a failure to cure within 30 days after giving such notice, within such longer period of time which the town determines to be the minimum reasonable length of time to restore the part or portion of paved area/pavement to its previous existing condition, shall constitute

grounds for the town to exercise any remedies or rights that the town may have at law or in equity arising from such default.

(Code 1980, § 16-3; Ord. No. 11-01, 2-1-11; Ord. No. 2014-04, § 5, 11-18-14)

Sec. 19-3. - Reserved.

Sec. 19-4. - Use of swale areas.

The swale area immediately adjacent to the paved road surface extending to the right-of-way line is intended for drainage by percolation of the water through the natural soil and therefore must always remain a grassy area. The swale shall not be filled in or altered in any manner that will disturb its slope or impede the flow of water.

No person shall stop, stand, drive or park a vehicle on or across any grass portion of any swale or swale area. On all roads that have swales, parking shall be allowed only on the driveway apron, on the roadway or on private property. Parking on the roadway shall be allowed on the even-numbered address side only.

(Ord. No. 92-02, § 1, 3-3-92)

**ATTACHMENT B
PROPOSED CODE**

Town of Redington Beach
ORDINANCE 2018-05

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, REPEALING CHAPTER 19 – STREETS, SIDEWALKS AND OTHER PUBLIC WAYS; ADOPTING A NEW CHAPTER 19 – STREETS, SIDEWALKS AND OTHER PUBLIC WAYS; CREATING CHAPTER 19.5 – DRIVEWAY CONNECTIONS; PROVIDING FOR REPEAL AND RENUMBERING; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to more effectively regulate its streets, sidewalks, public rights-of-way, as well as driveway connections thereto; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that the amendment of Chapter 19 – Streets, Sidewalks and Other Public Ways, as well as the enactment of Chapter 19.5 – Driveway Connections is necessary to effectively regulate same; and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has found this Ordinance to be consistent with the Town's Comprehensive Plan and has recommended approval of the amendment to further consistency with the Town's Comprehensive Plan;

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof.

Section 2. This ordinance specifically repeals and replaces the entirety of Chapter 19 – Streets, Sidewalks and Other Public Ways, with the complete text set forth in this Section:

Chapter 19 – STREETS, SIDEWALKS AND OTHER PUBLIC WAYS

1 **Sec. 19-1. - Definitions.**

2
3 The following words, terms and phrases, when used in this Chapter, shall have the meanings
4 ascribed to them in this Chapter, except where the context clearly indicates a different meaning:

5
6 (a) For the purposes of this Chapter, the "*Engineer of Record*" is defined in Section 10-10 of
7 the Town Code.

8
9 (b) *Emergency* means a condition that poses a clear and immediate danger to the life, health,
10 or safety of any natural person, or of a significant loss of property, or an out-of-service condition
11 or an imminent threat to the continued provision of the utility or feature requiring emergency
12 repairs or maintenance.

13
14 (c) *Horizontal directional drilling (HDD)* is a basic trenchless technology that involves
15 drilling into the earth to create a horizontal bore under the surface along a planned pathway
16 through which pipes and conduits may pass. Once the HDD creates a bore of suitable size -
17 which may require one or multiple passes by the drilling apparatus - the conduit or pipe is pulled
18 into the bore and connections are made to the appropriate utilities.

19
20 (d) *Jack and Bore* means a method for installing a product, (casing), that may serve as a
21 direct conduit for liquids or gases, or as a duct for carrier products, (pipe, cable, or wire line). It
22 is a multi-stage process consisting of constructing a temporary horizontal jacking platform and a
23 starting alignment track in an entrance pit at a desired elevation. The product is then jacked by
24 manual control along the starting alignment track with simultaneous excavation of the soil being
25 accomplished by a rotating cutting head in the leading edge of the product's annular space. The
26 ground up soil (spoil) is transported back to the entrance pit by helical wound auger flights
27 rotating inside the product. Jack and bore typically provides limited tracking and steering as well
28 as limited support to the excavation face.

29
30 (e) *Major Project* means any project that disturbs or utilizes more than two-hundred square
31 feet of park, public utility land, or right-of-way.

32
33 (f) *Minor Project* means any project that disturbs or utilizes two-hundred square feet or less
34 of park, public utility land, or right-of-way.

35
36 (g) *Obstruct* means the placement, whether temporary or permanent, of anything in such a
37 place and manner as to impede or block the customary use of the physical area being obstructed.

38
39 (h) *Open Cut* means excavating down to and exposing the existing or proposed wire or pipe
40 so that it can be placed, repaired, or replaced and then backfilled with the excavated material.

- (l) *Park* includes land that is publicly owned or controlled for the purpose of providing recreation, beach access, or open space for public use.
- (j) *Person* includes public utilities, private utilities, agencies of the State of Florida, agencies of Pinellas County, property owners, property occupants, and private entities doing work in the Town.
- (k) *Public Utility Land* includes all ditches, drains, and gutters in the Town.
- (l) *Public Works Commissioner* means the member of the Town Board of Commissioners designated from time to time by the Board to be responsible for public works issues.
- (m) *Right-of-Way* includes alleys, avenues, boulevards, causeways, lanes, parkways, roads, streets, and ways, and all other public highways in the Town, and shall include the entire width of the right-of-way thereof.
- (n) *Right-of-Way Utilization* means the performance of any work or the permanent or semi-permanent placement of any item in any right-of-way in the Town. Without limiting the generality of the foregoing, "Right-of-Way Utilization" further means any activity or installation performed by any entity other than the Town within the boundaries of any right-of-way, including, but not limited to, curb cuts; driveways; swale management and maintenance; excavation activities; installation of pavers, poles, conduits, wires, cables, electrical conductors, fiber optics, digital technology fixtures, manholes, sewer lines, water lines, fencing, signage and sidewalks; structures or other improvements or fixtures; and landscaping activities.
- (o) *Sight Triangle* means an area of unobstructed vision at street intersections between three and eight feet above the gutter line and within a triangular area at the street corner, which area is bounded by the lesser of: (1) The street property lines of the corner lot and a line connecting points 25 feet distant from the intersection of the property lines of such lot; or (2) The curb lines of an intersection and a line connecting points 35 feet distant from the corner of the intersection, such corner determined by projecting the curb lines out to a specific point.
- (p) *Stabilized Entrance*: means an area from the existing edge of pavement onto a construction site, which area is comprised of Number 57 rock, poured to a depth of not less than 3 (three) inches with a width of not less than 12 (twelve) feet and a length of not less than 15 (fifteen) feet from the edge of pavement and with a flared edge of not less than 5' x 5' at the edge of pavement.
- (q) *Swale* means a low-lying grassed area with gradual slopes which transports stormwater, either on-site or off-site. It is immediately adjacent to the paved road surface extending to the

1 right-of-way line is intended for the conveyance and percolation of stormwater through the
2 natural soil.

3
4 (r) *State Right-of-Way* means the entire Gulf Boulevard (State Road 699) right-of-way within
5 the Town.

6
7 (s) *Town Right-of-Way* means all rights-of-way in the Town other than the State
8 Right-of-Way.

9
10
11 **Sec. 19-2. – Obstructions and tracking onto rights-of-way prohibited.**

12
13 (a) Except as set forth herein, no person shall place any thing or object on, or do any act in or
14 upon, park, public utility land, or right-of-way which shall obstruct or tend to obstruct such park,
15 public utility land, or right-of-way.

16
17 (b) This section shall not apply to material placed for a reasonable time on such park, public
18 utility land, or right-of-way in the course of alteration or construction of any building, when such
19 materials are placed there by a person having a duly authorized building permit issued by the
20 Town under the provisions of this Code, subject to the following conditions:

21
22 (1) Such objects or materials shall be reasonably illuminated during hours of
23 darkness;

24
25 (2) The plans submitted for the building permit shall specify the proposed park,
26 public utility land, or right-of-way utilization, including all safety precautions related
27 thereto, and said park, public utility land, or right-of-way utilization shall be specifically
28 approved by the Building Official; and

29
30 (3) The Building Official may impose reasonable conditions on the approval of the
31 park, public utility land, or right-of-way utilization/obstruction to ensure that said
32 utilization does not create a safety hazard.

33
34 (c) This section shall not be construed to prevent the parking of automobiles on any street,
35 avenue or other public right-of-way in the usual and otherwise lawful manner.

36
37 (d) No person shall track dirt, mud, grass, ground cover, sediment, or any other matter from a
38 construction site onto a right-of-way.

39
40 (e) Unless not required by existing ground conditions, No vehicle shall enter any

1 right-of-way from a construction site without having first stopped on the stabilized entrance and
2 having its tires washed so that no dirt, mud, grass, ground cover, sediment, or any other matter
3 from a construction site is tracked onto the right-of-way.
4

5 (f) If, notwithstanding the requirements of this Section, dirt, mud, grass, ground cover,
6 sediment, or any other matter from a construction site is tracked by a vehicle onto a right-of-way,
7 the driver of said vehicle shall stop his vehicle no further than 150 feet from the stabilized
8 entrance and remove the dirt, mud, grass, ground cover, sediment, or any other matter from the
9 construction site from the right-of-way before proceeding any further.
10

11 (g) The general contractor or the person or entity to whom the permit for the construction site
12 is issued shall be responsible for compelling compliance with this section and for undertaking
13 any necessary remedial action.
14

15
16 **Sec. 19-3. – Right-of-way utilization.**
17

18 (a) No person shall work on or in, utilize, or alter, including by digging, any part of any
19 right-of-way in the Town without fully complying with this Chapter. Work encompassed by this
20 Chapter includes removing, installing, repairing, or maintaining utility lines, pipes, cables, and
21 other conduits, and any and all other activities undertaken in a right-of-way.
22

23 (b) No person shall work on or in, utilize or alter, including by digging, any part of any
24 right-of-way in the Town without first obtaining a Right-of-Way Utilization Permit for said
25 work, utilization, or alteration.
26

27 (1) In the case of work, utilization, or alteration in the State Right-of-Way, the
28 required permit shall be obtained from the Florida Department of Transportation in
29 accordance with the laws, regulations, and rules of the State.
30

31 (2) In the case of work, utilization, or alteration in a Town Right-of-Way which
32 constitutes a "minor project," the permit shall be issued by the Building Official after
33 consultation with the Public Works Commissioner and the Town Clerk. The Building
34 Official may impose reasonable conditions on the Right-of-Way Utilization Permit as are
35 necessary to protect the public health, safety, and welfare.
36

37 (3) In the case of work, utilization, or alteration in a Town Right-of-Way which
38 constitutes a "major project," the permit application shall be approved by the Board of
39 Commissioners after a public hearing at which the Board receives the comments and
40 recommendations of the Public Works Commissioner, the Town Clerk, and the Building

Official. The Board of Commissioners may impose reasonable conditions on the Right-of-Way Utilization Permit as are necessary to protect the public health, safety, and welfare.

(c) The applicant for a Right-of-Way Utilization Permit from the Town shall provide a written plan, including maps, drawings and, where appropriate, engineered plans and specifications for the work, which plans and specification shall be certified by the engineer of record as complying with all applicable laws, codes, and regulations. The required plans shall include:

- (1) The design and placement of wire plant;
- (2) The design and placement of wireless facilities;
- (3) The design and placement of conduit;
- (4) The design and placement of all piping, including potable water, reclaimed water, sanitary sewer, and stormwater facilities;
- (5) A plan for the maintenance or improvement of the existing drainage in and around the work area;
- (6) For work within twenty-five feet of an intersection, a demonstration that the construction will not adversely affect visibility through the sight triangle; and
- (7) An estimate of the cost of the work.

(d) No person shall commence any activity on any right-of-way in the Town without, no less than five days prior to said commencement, providing written notice of said activity to:

- (1) The agency providing police protection to the Town;
- (2) The agency providing fire protection and fire suppression services to the Town;
- (3) The agency providing emergency medical services to the Town;
- (4) Pinellas County Utilities;
- (5) The electrical utility serving the Town;

- 1 (6) The telephone utility serving the Town;
2
3 (7) The utility providing natural gas service to the Town; and
4
5 (8) The cable television utility serving the Town.
6
7 (e) Applications for Right-of-Way Utilization Permits shall be made on a form prepared by
8 the Town.
9
10 (f) The Right-of-Way Utilization Permit shall:
11
12 (1) Incorporate the application form and supporting materials, as appropriate;
13
14 (2) Set forth the pre-construction, construction, and post-construction events at which
15 inspections are required;
16
17 (3) Establish a final date for the completion of the work being performed pursuant to
18 the Permit, allowing for modification of the final date in the event that there are
19 unforeseeable delays caused by weather or by other events;
20
21 (4) Impose such terms and conditions on the Right-of-Way Utilization Permit as are
22 deemed reasonable and appropriate by the Building Official in consultation with the
23 Public Works Commissioner and the Town Clerk; and
24
25 (5) Require when, in the opinion of the Building Official, the nature and location of
26 the construction so requires, the use of flaggers as set forth in the Right-of-Way
27 Utilization Permit.
28
29 (g) Pre-construction, construction, and post-construction inspections of the Right-of-Way
30 Utilization work shall be made at the times established by the Building Official on the permit. It
31 shall be the responsibility of the permit holder to call for said inspections and to coordinate said
32 inspections with the Town Building Department.
33
34

35 **Sec. 19-4. – Exception for emergencies.**
36

- 37 (a) Should any work in a park, public utility area, or right-of-way be absolutely necessary in
38 an emergency as defined in this Chapter, the person undertaking such work may do so upon
39 approval of the Public Works Commissioner or of the Building Official. No such work shall be
40 undertaken until the notices required by section 19-3 (d) are provided verbally to the agencies

1 providing law enforcement, fire protection and suppression, and emergency medical services to
2 the Town.

3
4 (b) In the event that such emergency work is undertaken, an "after the fact" permit, in
5 compliance with section 19-3, shall be obtained by the person undertaking said work not later
6 than two business days after the commencement of the work.
7

8
9 **Sec. 19-5. – Construction methods.**

10
11 (a) All work done on a major project shall be done using the "jack and bore" method,
12 However, when certified by the engineer of record as appropriate and the equivalent to, or an
13 improvement on, the appropriateness and effectiveness of the jack and bore method, alternative
14 methods such as horizontal directional drilling using the flowmole technique may be used.
15

16 In the public hearing held pursuant to section 19.3 (b)(3), the applicant for a Right-of-Way
17 Utilization Permit must prove to the satisfaction of the Board of Commissioners that cutting and
18 filling within the right-of-way is absolutely necessary, and there is no other practical or
19 reasonable means available in connection with the installation, repairing, or maintaining of utility
20 lines, pipes, cables, and other conduits at the subject location for the subject project. In such a
21 case, the Board of Commissioners is empowered to approve another manner and mode of such
22 work and allow such work to be done. The guidelines for such an approval are:
23

24 (1) That the jack and bore method would result in extraordinary and unreasonable
25 expenses; or
26

27 (2) The complexity of utilities in the area to be cut or bored with potential
28 interruption of service is such that an open cut method is necessitated.
29

30 (b) Construction Standards.

31
32 (1) All work shall be done in compliance with the Florida Department of
33 Transportation Manual of Uniform Minimum Standards for Design, Construction and
34 Maintenance for Streets and Highways, Roadway and Traffic Design;
35

36 (2) All work, materials, and equipment shall be subject to inspection and approval by
37 the Building Official or the Public Works Commissioner;
38

39 (3) Pipelines or conduits under any right-of-way shall be installed in a casing to be
40 bored and jacked under the pavement. The casing and jacking procedures shall conform

1 to the requirement of the Florida Department of Transportation's 2017 Utility
2 Accommodation Manual unless otherwise approved by the Building Official after
3 consultation with the Public Works Commissioner and the Town Clerk;

4
5 (4) The Town's property and surface conditions shall be restored to their
6 pre-construction condition or improved;

7
8 (5) The top of any conduit or casing shall maintain a minimum 30-inches clearance
9 under the roadway surface unless otherwise approved by the Building Official or the
10 Public Works Commissioner;

11
12 (6) The elevation of the part or portion of right-of-way affected by the right-of-way
13 utilization shall not be higher or lower than it was prior to any action in the right-of-way
14 utilization taken by the person;

15
16 (7) In the event that a paved surface must be cut or any road base disturbed to
17 undertake the right-of-way utilization, proper post-construction compaction, in
18 accordance with the applicable Pinellas County standards, will be required so that the
19 elevations of the area or areas remain the same as they were prior to the right-of-way
20 utilization; and

21
22 (8) Appropriate materials and standards shall be used in restoring the right-of-way to
23 its prior existing condition.

24
25 (c) The contractor shall maintain traffic on the roadway. Compliance with all Florida
26 Department of Transportation safety regulations for construction zones shall be maintained.
27 Workers and equipment not actively engaged in the immediate construction activity shall be kept
28 clear of the pavement.

29
30 (d) All work done as part of the utilization of a right-of-way shall be subject to inspection by
31 the Town with the inspection schedule to be set forth in each Right-of-Way Utilization Permit.

32
33
34 **Sec. 19-6. – Remedial actions.**

35
36 (a) Any person utilizing any portion of any right-of-way, either with or without the
37 permission of the Town, shall as soon as practicable, restore, replace, or repair such right-of-way
38 to its previous exiting condition in accordance with the standards set forth in this Chapter.

39
40 (b) Each person shall be responsible for the cost of restoring, replacing, or repairing any

1 facilities or areas of right-of-way which the person has damaged.

2
3 (c) Should a person fail to cure or restore, replace, or repair the affected part or portion of the
4 right-of-way to its previous existing condition within ten days of the completion of the work
5 which necessitated the cure, restoration, replacement, or repair in or of the right-of-way, the
6 Town shall advise such person that he is in further violation of this Code by issuing to that
7 person a "notice to cure." The notice to cure shall:

8
9 (1) Include a statement of facts constituting a violation of this Chapter; and

10
11 (2) Include a statement that a failure to cure the stated violations within ten days after
12 the date of such notice, or within such longer period of time stated in the notice if the
13 Town determines a longer period of time to be necessary and appropriate, shall constitute
14 grounds for the Town to exercise any remedies or rights that the Town may have at law or
15 in equity arising from such failure to cure.

16
17 (3) After the Town has provided such notice, or within such longer length of time
18 specified in the notice to cure, then the Town may exercise any remedies or rights the
19 Town may have at law or in equity arising from such actions, including the invocation of
20 the bond required by section 19-7 and including remedies for violations as set forth in
21 Section 1-14 of this Code.

22
23
24 **Sec. 19-7. – Bond required.**

25
26 (a) A performance bond, or other financial security, in form, content, and execution approved
27 by the Town Attorney, shall be provided to the Town to protect the Town in the event that the
28 specified Right-of-Way Utilization work:

29
30 (1) Is incomplete within the time specified on the Right-of-Way Utilization Permit;

31
32 (2) Is not performed in accordance with the construction standards of this Chapter or
33 with the terms and conditions of the permit;

34
35 (3) Results in damages to the right-of-way or any public property and said damages
36 have not been repaired in accord with good engineering practices; or

37
38 (4) When the work is nonconforming as determined by the Public Works
39 Commissioner or the Building Official.

1 (b) The refundable performance bond, or other security approved by the Town Attorney, shall
2 be posted with the Town in the amount of two-thousand dollars (\$2,000.00) as a guarantee that
3 the work will be completed as required by this Chapter and by the terms and conditions of the
4 Right-of-Way Utilization Permit and without any of the deficiencies identified in section 19-5
5 (b).
6

7 (c) If the work in question exceeds a value of two-thousand dollars (\$2,000.00), the bond
8 amount shall be increased by the difference between \$2,000.00 and the actual value of the work,
9 plus ten percent (10%) of that difference.
10

11 (d) In the course of reviewing a right-of-way utilization permit application, the Building
12 Official, in consultation with the Town Clerk and the Public Works Commissioner, and after
13 conferring with the applicant and the applicant's engineer of record, may determine that there are
14 special circumstances attendant to the application and to the proposed work. Such determination
15 shall be made based on the practices, policies, and procedures of the Florida Department of
16 Transportation and of Pinellas County, and, if appropriate, on the Florida Building Code. If the
17 Building Official determines that such special circumstances exist, he may recommend to the
18 Town Board of Commissioners that the required bond amount may be greater or lesser than the
19 amount calculated herein. The Town Board of Commissioners shall act on said recommendation
20 at the public hearing required by section 1903 (b)(3).
21

22 (e) If, thirty days after the completion date established on the Right-of-Way Utilization
23 Permit, the work pursuant to said Permit remains incomplete, or damage caused by said work
24 remains unrepaired, the bond will be forfeited; otherwise, the bond will be refundable to the
25 permit holder within thirty days after completion of specified work.
26

27 28 **Sec. 19-8. – Fee.** 29

30 Each application required by this Chapter shall be accompanied by a fee to be determined by
31 Resolution of the Town Board of Commissioners, which fee shall be for filing, engineering, and
32 inspection of the work done pursuant to the Right-of-Way Utilization Permit. The fee schedule
33 for Right-of-Way Utilization Permits shall require payment of an additional fee for any
34 subsequent inspection of the work as such inspections are established on the Permit.
35

36 37 **Sec. 19-9. – Swales.** 38

39 (a) Swales required.
40

(1) On all rights-of-way where drainage is presently provided in the form of a swale, no permit shall be issued for the construction of a new structure or for the expansion of an existing structure until the applicant provides, and the Town approves, a detailed drainage plan as required by § 6-59 of this Code.

(2) Said drainage plan shall include a detailed plan for the swale.

(3) The detailed plan for the swale shall be prepared in accordance with the technical specifications for swales adopted by Resolution 201__-__. The Town Board of Commissioners, with due public notice, and after a review by the Planning Board, may amend the technical specifications for swales in the manner prescribed by law.

(4) The technical specifications for swales shall, at a minimum:

- a. Establish cross-sectional geometry including the shape and depth of the swale, grass height, maximum and minimum allowable slopes, and minimum height above the high water table;
- b. Establish flow characteristics including minimum water quality, maximum allowable depth of runoff, the maximum velocity of runoff, and the maximum period for standing water to drain;
- c. Ensure the stability of the swale; and
- d. Provide for effective connections with the swales or drainage features on adjacent properties.

(5) Prior to the issuance of any certificate of completion or certificate of occupancy for the subject property, the engineer of record shall certify and the Building Official shall confirm, that the swale has been constructed in accordance with the approved plans and with the technical specifications for swales.

(b) Swale maintenance.

(1) Maintenance of the swale area is the responsibility of the owner of the property whose side property lines, if extended into the right-of-way, would encompass said swale.

(2) The swale area must always remain a pervious area approved by the Building Official and the engineer of record.

(3) The swale shall not be filled in or altered in any manner that will disturb its slope or impede the flow of water.

(4) All swales shall be kept clear of debris and any and all other matter that has the potential to disturb the slope of the swale or impede the flow of water in the swale.

(5) No drainage pipes may be installed in any swale until an engineer, duly licensed to practice in the State of Florida, certifies to the Building Official that the pipe(s) will function as the swale is intended to function and will not degrade the stormwater management system in the area.

(6) If drainage pipes are allowed in a swale, the openings to said pipes shall be kept open and free of debris and any and all other matter which might impede the flow of water into or out from the pipe.

Sec. 19-10. – Variances.

The Board of Adjustment, established pursuant to Article XI of Chapter 6 of this Code, shall have the following additional powers and duties:

(a) To authorize upon application, in specific cases, variances from the terms of this chapter, provided that:

(1) The variance will not be contrary to the public interest;

(2) where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary and undue hardship; and

(3) Special conditions and circumstances exist which are peculiar to the right-of-way involved and which are not applicable to other rights-of-way in the Town.

Section 3. This ordinance creates Chapter 19.5 – Driveway Connections, as follows:

Chapter 19.5 – Driveway Connections.

Sec. 19.5-1 - Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter, except where the context clearly indicates a different meaning:

- 1 (a) *Corner Lot* means a lot abutting on two intersecting or intercepting streets, where the
2 interior angle of intersection or interception does not exceed 135 degrees.
3
- 4 (b) *Driveway* means a paved or unpaved access strip of land providing a vehicular connector
5 between the paved portion of a public right-of-way and the parking space or garage of a private
6 or public property. A driveway generally is located on both the public right-of-way and on the
7 adjacent private property.
8
- 9 (c) *Unified Control* means two or more abutting or contiguous lots in a single ownership.
10

11
12 **Sec. 19.5-2 - Permit required.**
13

- 14 (a) No driveway may be built on, or connected to, any Town right-of-way until a permit
15 therefor has been issued by the Building Official.
16
- 17 (b) No existing driveway connected to any Town right-of-way may be modified until a
18 permit for such modification has been issued by the Building Official.
19
- 20 (c) No permit shall be issued for the construction of a new structure or for the repair or
21 expansion of an existing structure, or for a modification of an existing driveway, until the
22 applicant provides, and the Town approves, a detailed driveway connection plan as required by
23 this Chapter, and issues a permit for said driveway.
24

25
26 **Sec. 19.5-3 – Constructions standards.**
27

- 28 (a) No corner property with frontage on Gulf Boulevard (State Road 699) shall have a
29 driveway on Gulf Boulevard.
30
- 31 (b) No property in unified control at the time of the issuance of building permits for new
32 construction shall be permitted more than one driveway to a public right-of-way.
33
- 34 (c) All driveways shall comply with the following dimensional requirements:
35
- 36 (1) Minimum width, single family dwelling: 10 feet;
37
- 38 (2) Minimum width, duplex dwelling: 20 feet; and
39
- 40 (3) Maximum width, 30 feet.

1 (d) Driveways may consist of any one of the following:

2
3 (1) Asphalt, subject to compliance with the technical specifications adopted by
4 Resolution 201__-__;

5
6 (2) Concrete, subject to compliance with the technical specifications adopted by
7 Resolution 201__-__;

8
9 (3) Gravel or shell, provided that the Building Official determines that said material is
10 consistent with, and appropriate for, the right-of-way and the area; or

11
12 (4) Pavers, if installed in accordance with Pinellas County Standard Detail 1345 and
13 subject to the following:

14
15 a. Paver driveways shall be installed and at all times maintained in
16 compliance with Americans with Disabilities Act (ADA) requirements, if
17 applicable.

18
19 b. The owner of the property served by or upon which a paver driveway is or
20 was previously installed is solely responsible for all maintenance and
21 repair of the paver driveway within the Town right-of-way. The Town
22 shall not be liable for the costs of any maintenance, repair, or replacement
23 of the paver driveway regardless of the reason(s) requiring the
24 maintenance or repair.

25
26 c. In the event any property owner fails to maintain and repair the paver
27 materials within the Town right-of-way, the Town may, without prior
28 notice to the property owner, perform the necessary maintenance, repair, or
29 replace any portion of the driveway within the Town right-of-way, using
30 any materials approved by this code. In no circumstances shall the Town
31 be obligated to replace pavers. Alternatively, if the Building Official
32 deems appropriate, the property owner may be given notice and an
33 opportunity to bring the driveway into compliance with this Code. The
34 property owner is responsible for the costs of any restoration or repairs
35 made by the Town pursuant to this Chapter;

36
37 d. A property owner, occupant, or agent shall regularly inspect a sidewalk
38 composed of pavers. Where a sidewalk composed of pavers is in the
39 public right-of-way and in violation of this Code, the owner, occupant, or
40 agent thereof, must repair or replace the damage in the manner provided in

1 this Chapter for the construction of new sidewalks at his or her own cost.
2 If the owner, occupant, or third party does not repair or replace the
3 noncompliant pavers, the Town may perform any repairs or replacement
4 the Town deems is warranted at the expense of the owner;
5

6 e. No owner, occupant, or agent of any property may allow sidewalks
7 composed of pavers to be in violation of this section;
8

9 f. A permit shall not be issued for the installation of a paver sidewalk if the
10 Town has not been fully compensated for prior expenses incurred in
11 removing, repairing, or replacing a noncompliant paver sidewalk on the
12 subject property.
13

14 (e) The detailed plan for the driveway shall be prepared in accordance with the technical
15 specifications for driveways adopted by Resolution 201__-__. The Town Board of
16 Commissioners, with due public notice, and after a review by the Planning Board, may amend
17 the technical specifications for driveways in the manner prescribed by law.
18

19 (f) The technical specifications for driveways shall, at a minimum:
20

21 (1) Provide for the installation of culverts under driveways;
22

23 (2) Provide for swales, curbs, gutters or other drainage features, as appropriate;
24

25 (3) Provide for the establishment and maintenance of appropriate stormwater flows;
26

27 (4) Provide for the appropriate interconnection of stormwater management and
28 drainage facilities;
29

30 (5) Provide for required elevations; and
31

32 (6) Provide detailed, minimum, specifications for permitted driveway surfaces.
33
34

35 **Sec. 19.5 – 4 – Driveway maintenance.** 36

37 (a) The owner of the property served by a driveway shall be responsible for the maintenance
38 of the entire driveway from the edge of pavement to the property line and within the property.
39

40 (b) The right-of-way portion of all driveways and parking areas shall be kept in a proper state

1 of repair, maintained free of cracks, potholes, and other defects, including other uneven surfaces
2 or hazards.
3

4 (c) Repairs or maintenance required by this section shall be completed by the property owner
5 not more than thirty days after the property owner receives, by personal delivery, posting, or by
6 certified mail, notice that repair or maintenance of the driveway is required. Upon a good faith
7 showing by property owner that he is diligently and expeditiously proceeding with the required
8 repairs or maintenance but that said repairs cannot be accomplished within the required 30-day
9 period, the Building Official may allow a longer period in which the repairs or maintenance must
10 be accomplished.
11

12 (d) If the repairs required by this section are not completed within the 30-day period specified
13 by this section, then the Town shall make said repairs and recover the cost thereof as provided by
14 § 337.402, Florida Statutes as to utilities and shall enforce Section 1.14 of the Town Code as to
15 other violators.
16
17

18 **Sec. 19.5-5 – Relocation provisions.**

19

20 (a) In the event of any widening, repairs, installation, construction, or reconstruction, by or
21 for the Town or Pinellas County, of any Town or county facility within the right-of-way in which
22 the permit holder or owner has constructed any installation, such permit holder or owner shall
23 move, remove, or relocate such installation as may be required for the public convenience as and
24 whenever specified by the Town and at the permit holder's or owner's own expense. The same
25 duty to move, remove, or relocate shall apply if an installation is determined to be unreasonably
26 interfering in any way with the convenient, safe, or continuous use of the right-of-way.
27

28 (b) When relocation is required under this section, Town owned and maintained facilities
29 shall be given priority in establishing new utility and installation alignments within the
30 right-of-way. Pinellas County owned and maintained facilities shall be given second priority in
31 establishing new utility and installation alignments within the right-of-way.
32
33

34 **Sec. 19.5-6 – Indemnification.**

35

36 A person, including the Town, that is injured, aggrieved, or against whom a civil action for
37 damage, injunction, or other relief is brought to recover for injuries or damage arising out of a
38 violation of this section, or to correct a condition in violation of this section, may bring a civil
39 action in any court of competent jurisdiction against the adjacent or abutting property owner,
40 occupant, or agent of such property, or third party who contributed to the violation of this

1 section, for damages according to the percentages that the property owner, occupant, agent, or
2 third party's violation, negligence or wrongful acts or omissions contributed to any alleged
3 injuries or damages. The Town may assert as a defense in any such action that a violation of this
4 chapter caused or allowed to be caused by an adjacent to abutting property owner, occupant, or
5 agent of such property, or a third party reduces the Town's liability in whole or in part by such
6 property owner, occupant, or agent of such property, or third party's violation, negligence
7 wrongful acts or omissions.
8
9

10 **Sec. 19.5-7 – Variances.**

11
12 The Board of Adjustment, established pursuant to Article XI of Chapter 6 of this Code, shall
13 have the following additional powers and duties:
14

15 (a) To authorize upon application, in specific cases, variances from the terms of this chapter,
16 provided that:
17

18 (1) The variance will not be contrary to the public interest;
19

20 (2) where, owing to special conditions, a literal enforcement of the provisions of this
21 chapter would result in unnecessary and undue hardship; and
22

23 (3) Special conditions and circumstances exist which are peculiar to the driveway
24 connection involved and which are not applicable to other driveway connections in the
25 Town.
26
27

28 **Section 4.** If any section, subsection, sentence, clause, provision or word of this
29 Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the
30 remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of
31 the Ordinance shall withstand any severed provision, as the Board of Commissioners would have
32 adopted the Ordinance and its regulatory scheme even absent the invalid part.
33

34 **Section 5.** This Ordinance shall become effective immediately upon final passage and
35 adoption.
36

37 **PASSED AND ADOPTED** by the Board of Commissioners of the Town of Redington
38 Beach, Pinellas County, Florida, on this ____ Day of _____ 201__..
39

40 **ATTEST:**

Town of Redington Beach
R/W Utilization/Driveway Connections
Proposed Ordinance 2018-05 DC/RBMCL/m
Draft 6 As Found by the LPA to be
Consistent with the Comprehensive Plan
And Recommended for Approval 7/10/18
And Approved by Town Attorney
November 20, 2018

Coding
~~Strike Through:~~ deleted text
Underscore: added text

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					

**ATTACHMENT C
LOCAL GOVERNMENT COMPARISONS
EXISTING BOND REQUIREMENTS
OTHER PINELLAS COUNTY LOCAL GOVERNMENTS**

PINELLAS COUNTY
LOCAL GOVERNMENT R/W UTILIZATION
REQUIREMENTS
SUMMARY

R/W Use Comps
06/11/18

DRAFT 2
GOVERNING REGULATIONS

JURISDICTION	REQUIRED	RoW PERMIT BOND REQ'D	SECTION	DRIVEWAY PERMIT	SECTION
Pinellas County	Yes	Yes	170-269	Yes	170-199
Belleair	No	N/a	N/a	Yes	74-155
Belleair Beach	(1)	Yes	50-92	No	
Belleair Bluffs	Yes	Yes	138-15	Yes	LDC
Belleair Shores	N/a	N/a		N/a	
Clearwater	Yes	Yes	28-43	Yes	28-52
Dunedin	Yes	Yes	78-519	Yes	105-31.13
Gulfport	Yes	No		No	
Indian Rocks Beach	Yes	Yes (2)	54-116	Yes	54-61
Indian Shores	Yes	Yes	66-42	No	
Kenneth City	Yes	Yes	66-353	Yes	66-118
Largo	Yes	Yes (3)	21-111	No	
Madeira Beach	Yes	Yes	58-143	Yes	58-33
North Redington Beach	Yes	Yes	62-36	Yes	62-36
Oldsmar	Yes	Yes	58-95	Yes	58-43
Pinellas Park	Yes	Yes	14-103	No	
Redington Beach					
Redington Shores	No	N/a	N/a	Yes	129-3
Safety Harbor	Yes	No	N/a	Yes	149.00
Seminole	Yes	Yes	40-38	Yes	38-61
South Pasadena	Yes	No	N/a	Yes	176-10
St. Pete Beach	No	No	N/a	No	
St. Petersburg	Yes	Yes	25-304	Yes	16-40
Tarpon Springs	Yes	Yes	15-19	Yes	129.00
Treasure Island	Yes	No	N/a	No	

NOTES

(1) Telecommunication Utilities Only

(2) Includes collecting for damages against a bond, but no requirement that a bond be posted

(3) Telecommunications use only

ATTACHMENT D
CODE APPENDIX B — FRANCHISES

APPENDIX B - FRANCHISES^[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 99-1, adopted Jan. 15, 1999, was not specifically amendatory thus provisions have been included as §§ 1—28 at the town's request to read as herein set out. See the Code Comparative Table.

ARTICLE I. - TIME WARNER COMMUNICATIONS CABLE FRANCHISE

Sec. 1. - Short title.

This ordinance shall be known and cited as the "Time Warner Communications Cable Franchise Ordinance". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

(Ord. No. 99-1, § I, 1-15-99)

Sec. 2. - Definitions.

For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Basic service means that service tier which includes the retransmission of local television broadcast signals.

Cable communications system or system means a facility consisting of a set of closed transmission paths associated signal generation, reception, and control equipment that is designed to provide cable services and which is provided to multiple subscribers within the town. Such term does not include:

- 1) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- 2) A facility that serves only subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public right-of-way;
- 3) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 except that such facility shall be considered a cable system to the extent such facility is used in the retransmission of video programming directly to subscribers; or
- 4) Any facilities of any electric utility used solely for operating its electric utility systems.

Cable service means (1) the one-way transmission to subscribers of video programming (i.e., programming provided by, or generally comparable to programming provided by, a television broadcast station) and (2) subscriber interaction, if any, which is required for the selection of such video programming.

Town shall mean the Town of Redington Beach, its employees, agents, commissioners, or public servants, as the same now or in the future may exist.

FCC means the Federal Communications Commission or any successor thereto, having jurisdiction over cable television.

Force majeure means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the state or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

Grantee means TWE-A/N Partnership d/b/a Time Warner Communications its agents, lawful successors, transferees or assignees.

Gross revenues means all service fees, installation charges, and all other fees or charges collected from the provision of cable services to subscribers of the system. Gross revenues shall not include (1) excise taxes; or (2) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the grantee for such governmental unit.

Person means any corporation, partnership, proprietorship or organization authorized to do business in the state or any natural person.

Public property means any real property other than a street owned by any governmental unit.

State means the State of Florida.

Street means the surface of and the space above and below any street, road highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the town which shall entitle grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a system.

(Ord. No. 99-1, § II, 1-15-99)

Sec. 3. - Grant of authority.

For the purposes of constructing, operating and maintaining a system in the town, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the streets, including over public rights-of-way and through easements, within the town such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary, and pertinent to the operation of the system.

(Ord. No. 99-1, § III, 1-15-99)

Sec. 4. - Compliance with applicable laws and ordinances.

- (a) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.
- (b) Grantee's rights are subject to the police powers of the town to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all applicable general laws and ordinances enacted by the town pursuant to that power.

(Ord. No. 99-1, § IV, 1-15-99)

Sec. 5. - Territorial area involved.

This Franchise is granted for the territorial boundary of the town. In the event of annexation by the town, any new territory shall become part of the area covered.

(Ord. No. 99-1, § V, 1-15-99)

Sec. 6. - Franchise term.

This Franchise shall commence upon the effective date of this ordinance [February 15, 1999] and shall expire fifteen (15) years thereafter unless renewed, revoked or terminated sooner as herein provided.

(Ord. No. 99-1, § VI, 1-15-99)

Sec. 7. - Franchise non-exclusive.

The Franchise granted herein is non-exclusive. The town specifically reserves the right to grant, at any time, one or more additional franchises for a system in accordance with state and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

(Ord. No. 99-1, § VII, 1-15-99)

Sec. 8. - Written notice.

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

If to the town:	of Redington Beach
	105-164 Avenue
	Redington Beach, FL 33708
If to Grantee:	Time Warner Communications
	Vice President/ General Manager, Pinellas County Region
	2530 Drew Street

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

(Ord. No. 99-1, § VIII, 1-15-99)

Sec. 9. - Repair of streets and property.

Any and all streets or public property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be promptly repaired by Grantee to a condition as good as that prevailing prior to Grantee's work.

(Ord. No. 99-1, § IX, 1-15-99)

Sec. 10. - Construction and use of facilities.

- A) Subject to the town's approval, the Grantee shall have the right to erect and maintain its own poles at locations as it may find necessary for the proper construction and maintenance of the cable communications system. Approval shall be procured by the Grantee from the proper town department providing for the erection of these poles.
- B) The Grantee's transmission and distribution system poles, wires, appurtenances, shall be located, erected, and maintained, so as not to endanger or interfere with the lives of persons or to interfere with any improvements the town may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, sidewalks, or other public property. Removal or relocation of poles or equipment when necessary to avoid such interference shall be at the Grantee's expense.
- C) Construction and maintenance of the system shall be performed in an orderly and workmanlike manner. Grantee shall at all times comply with the National Electrical Safety Code and such applicable ordinances and regulations of the town affecting electrical and structural installations which may be presently in effect or changed by future ordinance.
- D) All installations of cable distribution facilities shall be of a permanent nature, durable, installed in accordance with good engineering practice, and of such sufficient height to comply with all existing town regulations, ordinances, and state laws, so as not to interfere with the right of the public or individual property owner and shall not interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic.
- E) The Grantee shall maintain its system so that cables, wires, poles and other facilities shall conform to the pattern of the existing public utility cables, wires, poles and other facilities, subject to the right of the town to require relocation, either overhead or underground, of such cables, wires, poles and other facilities when the town determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. Any such relocation shall be at the Grantee's expense unless any utility is compensated for such relocation in which case the Grantee shall be similarly compensated.
- F) The Grantee shall maintain its system so that poles, and other structures of public utilities which are available shall be used to the extent practicable to minimize interference with travel. Before placing or setting new poles, the Grantee shall file notice of such intention with the town and specify the location, height, and dimensions, of the poles and notify affected residents whose property may be

disturbed. The construction shall not be commenced until the specifications have been submitted to the appropriate town agency and the Grantee has received its written approval, which shall not be unreasonably withheld or delayed.

- G) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street by the town or by the location or manner of construction, reconstruction, maintenance or repair of any public property, structure or facility by the town, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the town, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the town for rehabilitating any section of the town, it shall be deemed necessary by the town for the Grantee to move, relocate, change, alter or modify any of its facilities or structures, such change, relocation, alteration or modification shall be promptly made by the Grantee. Any such relocation shall be at the Grantee's expense unless any utility is compensated for such relocation in which case the Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the town shall have the authority, but not the obligation, to remove or abate such structures of facilities and to require the Grantee to pay to the town the cost of such relocation, alteration, or modification. If the Grantee fails to complete in a timely manner, any relocation requested by the town and the town incurs any costs resulting from such delay, the Grantee shall be liable to the town for such costs.
- H) The Grantee shall upon request of any person holding [a] building moving permit or permit to move oversize loads issued by the town, temporarily raise or lower its wires to permit the moving of buildings or oversize loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary changes.
- I) The Grantee shall have the authority to trim trees upon and overhanging the streets of the town as to prevent the branches of such trees from coming in contact with the Grantee's wires and cables subject to acquiring a permit from the town and notification to the town.

System rebuild schedule: By no later than eighteen (18) months after the effective date of this franchise agreement [Aug. 15, 2000], Grantee shall complete an upgrade of its cable system in the franchise area in accordance with the following system design requirements:

- a. The system in its entirety shall use at least 750 MHz equipment capable of one (1) downstream channel capacity in the frequency spectrum from 50 to 750 MHz and two (2) upstream channel capacity in the frequency spectrum of from 5 to 40 MHz or similar capacity in an alternate spectrum with the upstream channels to be activated. Upon completion of the upgrade, no less than 78 channels of programming will be available to subscribers.
- b. The equipment and components utilized in the system rebuild will be high quality, durable, and reliable, and will allow Grantee to comply with all requirements of this franchise agreement.
- c. The system will be designed so that an average of no more than five hundred (500) homes will be served per node.
- d. The system shall be constructed and operated in accordance with performance standards which meet or exceed FCC regulations.
- e. In accordance with applicable federal law, the Grantee shall not scramble or encrypt the basic service so as to require the use of a converter.

(Ord. No. 99-1, § X, 1-15-99)

Sec. 11. - Financial liability and indemnification.

- A.) Indemnity and liability coverage. The Grantee shall indemnify and hold harmless the town, its officers, boards, commissions, agents, and employees from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this agreement for any bodily injury, loss of life, or damage to property, sustained by any person, firm, corporation, or other business entity as the result of the construction, operation, and maintenance of the cable system by the Grantee, or the failure by the Grantee to keep, maintain, and abide by each and every covenant of this agreement on its part to be kept or performed or as a result of any negligence, act error, or omission of the Grantee or its employees, agents, or servants; and shall further indemnify and save the town harmless from and against any and all suits, actions, damages, and causes of action arising during the term of this agreement for any bodily injury, loss of life, or damage to property which may be imposed or claimed against the town by virtue of the Franchise granted hereunder. However, under the terms of this article, the Grantee shall be deemed to be an independent contractor. The Grantee, with regard to any and all of the matters set forth above, shall indemnify and save the town harmless from and against all costs, attorney fees (at all trial and appellate levels) expenses, and liabilities incurred by the town in and about any such claim, suit, action, or cause of action (at all trial and appellate levels), the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgements, or decrees which may be entered therein or as a result thereof. The Grantee shall also further specifically defend any action or proceeding brought against the town as a result of any of the matters enumerated above, at the Grantee's sole cost and expense. The Grantee shall keep in full force and effect at all times during the term of this agreement a comprehensive general liability insurance policy providing coverage for personal injury and/or death and property damage in the amounts of \$2,000,000.00 for any accident or occurrence, \$1,000,000.00 for any one person, and \$250,000.00 for property damage together with excess liability coverage in umbrella form in the amount of \$5,000,000.00. The town shall be named as an additional insured on any policy. In the event that any other person, firm, company, or corporation doing business within the town requires Grantee to furnish in amounts greater than those indicated above as the result of any agreements or contracts with such person, firm, company, or corporation, then Grantee shall increase its insurance coverages hereunder accordingly. All insurance required by the Grantee under this section shall be unaffected by an insurance which the town may carry in its own name.
- B.) In order for the town to assert its rights to be indemnified and held harmless, the town must:
- 1.) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - 2.) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution, or disposition of such claim or proceeding; and
 - 3.) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.
- C.) In the event the town, in its sole discretion, determines that its interests cannot be represented in good faith by Grantee, Grantee shall pay all expenses incurred by the town in defending itself with regard to all damages and penalties mentioned in paragraph A above. These expenses shall include all out-of-pocket expenses, such as attorney's fees and costs.

(Ord. No. 99-1, § XI, 1-15-99)

Sec. 12. - Compliance with applicable laws.

All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee's system shall be subject to and governed by all present laws, rules and regulations of the town, the state and the United States of America, including the FCC and any other federal agency having jurisdiction.

(Ord. No. 99-1, § XII, 1-15-99)

Sec. 13. - Notice of rate increases.

Prior to implementing any rate increase for basic, standard or premium service, Grantee shall give the following notices:

- A) At least thirty (30) days advance notice to the town and;
- B) At least thirty (30) days advance notice to subscribers.

(Ord. No. 99-1, § XIII, 1-15-99)

Sec. 14. - Performance standards.

- A) The Grantee shall construct, operate and maintain its system according to the specifications of the FCC.
- B) The Grantee's system shall be designed and rated for twenty-four (24) hour a day continuous operation.
- C) The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.
- D) The Grantee shall render efficient service, make repairs within a 48-hour business day cycle if access to the customer's house is available during that time period, and interrupt service only for good cause and for the shortest times possible. Insofar as possible, such interruptions shall be preceded by notice and shall occur during periods of minimum use of the system.
- E) The Grantee shall furnish, without installation charge and without monthly fees, basic service and one (1) outlet to each public school within the town and located within 150 feet of the system.
- F) The Grantee shall provide a parental control device capability for a reasonable charge, upon request, to any subscriber.

(Ord. No. 99-1, § XIV, 1-15-99)

Sec. 15. - Subscriber complaints.

- A) During the term of this Franchise, the Grantee shall maintain a local or toll-free telephone number for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, billing inquiries and similar matters. The Grantee shall provide trained personnel to receive and process telephone and in-person calls concerning service problems during normal business hours. Outside of normal business hours, the Grantee may provide an answering service or answering machine to receive telephone calls concerning service problems.
- B) As subscribers are connected or reconnected to the system, the Grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number where such inquiries or complaints are to be addressed.
- C) When there have been similar complaints made, or where there exists other evidence, which in the judgment of the town casts doubt on the reliability or quality of the system, the town shall have the right and authority to require that the Grantee test, analyze, and report on the performance of the system. The Grantee shall fully cooperate with the town in performing such testing and shall prepare results and a report, if requested, within five (5) days notice. Such report shall include the following information:
 - 1) The nature of the complaint or problem which precipitated the special tests.
 - 2) What system component was tested.

- 3) The equipment used and procedures employed in testing.
 - 4) The method, if any, in which such complaint or problem was resolved.
 - 5) Any other information pertinent to said tests and analysis which may be required.
- D) The town may require that tests be monitored by a professional engineer selected by the town at the town's expense.

(Ord. No. 99-1, § XV, 1-15-99)

Sec. 16. - Services to the town.

- A) Grantee shall make available to the town at no cost one (1) channel to be used by the town for non-commercial governmental access purposes.
- B) Grantee will provide without charge one (1) outlet of basic service and the most popular tier of service above basic to each municipal building.
- C) In the event the town constructs or relocates to a new town hall after the effective date of this franchise then, upon prior written notice, the Grantee shall:
 1. Wire the new town hall for cable service provided that Grantee is able to coordinate with comparable electrical wiring installation;
 2. Extend the cable system so as to provide cable service to the town hall; and
 3. Reimburse the town for the reasonable expenses incurred by the town in relocation and facilities or equipment owned by the town to produce programming to be carried on the cable system or at the Grantee's discretion relocate such facilities or equipment itself.
 4. In lieu of any requirement for PEG access equipment and/or support, Grantee will provide to town a one time grant of \$3,000.00.

(Ord. No. 99-1, § XVI, 1-15-99)

Sec. 17. - Transfer of assignment of Franchise.

The rights granted herein shall not be transferred or assigned by the Grantee without written consent of the town commission. Such consent shall not be unreasonably withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the town its written acceptance of the terms and conditions of this Franchise. Notwithstanding anything to the contrary, no such prior consent shall be required for a transfer or assignment to any person controlling, controlled by or under the same common control as the Grantee.

(Ord. No. 99-1, § XVII, 1-15-99)

Sec. 18. - Franchise renewal.

This Franchise shall be renewed in accordance with applicable state and federal law.

(Ord. No. 99-1, § XVIII, 1-15-99)

Sec. 19. - Town's right to revoke.

In addition to all other rights which town has pursuant to law or equity, the town reserves the right to revoke, terminate or cancel this franchise and all rights and privileges pertaining thereto in the event that:

- A) Grantee violates any material provision of this franchise; or
- B) Grantee practices any fraud upon the town; or
- C) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt or a receiver is appointed to it.

(Ord. No. 99-1, § XIX, 1-15-99)

Sec. 20. - Revocation procedures.

In addition to all other rights and powers pertaining to the town by virtue of this Franchise or otherwise, the town reserves, subject to the provisions of the Cable Communications Policy Act, the right to terminate and cancel this Franchise and all rights and privileges of the company hereunder in the event that the company:

- A) Materially violates any provision of this Franchise or any rule, order or determination of the town made pursuant to this Franchise and that violation remains uncured, except where such violation, other than of subsection B below, occurs which is without fault or through excusable neglect of the company, or occurs as a result of circumstances beyond company's control;
- B) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt; or
- C) Attempts to evade any of the provisions of the Franchise or practices any fraud or deceit upon the town.

The town shall make a written demand by certified mail that the company comply with any provision, rule, order or determination under or pursuant to this Franchise ordinance. If the violation by the company continues for a period of 30 days following such written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the town may consider terminating the Franchise ordinance; provided, however, a written notice thereof shall be given to the company at least 60 days in advance and the company must be given an opportunity to appear before the commission to present its arguments.

Should the town determine, following the public hearing, that the violation by the company was the fault of the company and within the company's control, the town may, by ordinance, declare that the Franchise be forfeited and terminated, provided, however, the town may, in its discretion, provide an opportunity for the company to remedy the violation and come into compliance with the Franchise so as to avoid termination.

Such termination and cancellation shall be by ordinance duly adopted after 60 days notice to the company; and shall in no way affect any of the town's rights under this Franchise or any provision of law.

(Ord. No. 99-1, § XX, 1-15-99)

Sec. 21. - Removal upon revocation.

Upon the revocation, including all appeals, of this Franchise as herein provided, Grantee shall remove all of its attachments and wires from poles used as authorized herein. This shall not exceed one year.

(Ord. No. 99-1, § XXI, 1-15-99)

Sec. 22. - Force majeure.

If by reason of a force majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

(Ord. No. 99-1, § XXII, 1-15-99)

Sec. 23. - Maps.

Upon request of the town, Grantee shall maintain on file with the town a true and accurate map or set of maps showing all system equipment installed and in place in streets and other public places.

(Ord. No. 99-1, § XXIII, 1-15-99)

Sec. 24. - Service area.

- A) Residents in those areas with an average density of at least forty (40) homes per aerial mile or eighty (80) homes per underground mile, as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring underground drops or aerial drops in excess of one hundred and fifty (150) feet shall be considered a non-standard installation to be charged to the subscriber at Grantee's actual cost of installation.
- B) Service to homes not meeting those density requirements of paragraph (A) above shall be provided on a time plus material basis.

(Ord. No. 99-1, § XXIV, 1-15-99)

Sec. 25. - Unauthorized connections or modifications.

- A) It shall be unlawful for any person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the system for any purpose whatsoever.
- B) It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the system for any purpose whatsoever.
- C) It shall be unlawful for any person to construct, operate or maintain a system without having first applied for and received a Franchise from the town.
- D) Any person convicted of a violation of this section shall be subject to the penalty provisions of the town which penalty provisions are incorporated herein by reference.

(Ord. No. 99-1, § XXV, 1-15-99)

Sec. 26. - Franchise fee payments.

The Grantee shall pay to the Grantor a Franchise fee in the amount of five percent (5%) per year of the gross revenues derived in such period from the operation of the cable system to provide cable services.

In the event that federal law is amended to permit the Franchise fees paid by a cable operator with respect to any cable system to exceed five percent (5%) of the cable operator's gross revenues, then the Grantor may, upon ninety (90) days prior written notice to Grantee, require that the Franchise fees paid to the Grantor be in such higher amount, not to exceed the then applicable maximum under federal laws.

Payment shall be due and payable on April 1 of each year for the previous calendar year. The Grantor shall have the right to audit, at reasonable times and places, the books and financial records of the Grantor to verify Franchise fee payments.

(Ord. No. 99-1, § XXVI, 1-15-99)

Sec. 27. - Reports.

Required reports. The Grantee shall file annually with the town clerk a copy of the following required reports:

- A. Its report to its stockholders.
- B. A statement of gross subscriber revenues applicable to its operations (Redington Beach only) during the preceding twelve (12) months.
- C. On or before April 1 of each year during the time that this agreement remains in effect, the Grantee shall file with the town an annual report prepared in accordance with generally accepted accounting principles, certified to by a certified public accountant or by a financial officer of Grantee, showing the annual gross revenues of the Grantee during the preceding year.
- D. Current listing, which shall include No. 2 above, of shareholders and bondholders. The Grantee shall keep on file with the town clerk a current list of its shareholders and bondholders.
 1. If company is a public corporation, the Grantee shall furnish annually a list of the major stockholders owning five percent or more of the outstanding shares.
 2. Said report shall contain any other information contained in the Grantee's report of the Securities and Exchange Commission and shall be filed with the town clerk at the same time that said report is filed with the Securities and Exchange Commission.

(Ord. No. 99-1, § XXVII, 1-15-99)

Sec. 28. - Severability.

If any term, condition or section of this franchise or the application thereof to any person or circumstance shall, to any extent be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this franchise and all the terms, conditions and sections hereof shall, in all other respects, continue to be effective and to be complied with.

(Ord. No. 99-1, § XXVII, 1-15-99)

ARTICLE II. - FLORIDA POWER CORPORATION⁽²⁾

Footnotes:

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Editor's note— Ord. No. 10-09, adopted Oct. 5, 2010, amended Art. II to read as herein set out. Former Art. II, §§ 1—19, pertained to similar subject matter, and derived from Ord. No. 01-02, §§ 1—19, adopted Mar. 20, 2001.

Sec. 1. - Findings.

The Town (also referenced herein as "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company (also referenced herein as "Grantee") permission to occupy the Rights-of-Way in the Town of Redington Beach, Florida, for the purpose of providing electric services.

(Ord. No. 10-09, § 1, 10-5-10)

Sec. 2. - Short title.

This ordinance shall be known and may be cited as the "Progress Energy Florida Right-of-Way Utilization Franchise."

(Ord. No. 10-09, § 2, 10-5-10)

Sec. 3. - Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected" - For the Company, a loss of one percent (1%) of Base Revenues within the corporate Town limits due to Retail Wheeling. For the Town, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and Town sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" - Florida Power Corp. d/b/a Progress Energy Florida Inc., its successors and assigns.
- (D) "Town" or "Grantor" - The Town of Redington Beach, Florida.
- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including Town herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), Florida Statutes (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), Florida Statutes (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission,

and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate Town limits of the Town.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Services Commission.
- (L) "Rights-of-Way" - All of the Town owned public streets, alleys, highways, waterways, bridges, easements, sidewalks and parks, and any other public ways or places owned by the Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Town, or in such territory as may hereafter be added to, consolidated or annexed to the Town.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

(Ord. No. 10-09, § 3, 10-5-10)

Sec. 4. - Grant of authority.

- (A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the Town hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights-of-Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Town, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Ways, the Town expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways.
- (B) Annexation or Contraction. Town and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Town approves any Franchise Area expansion or reduction by annexation or contraction, Town will provide written notice to Company's Annexation Coordinator, in accordance with Section 16 herein at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, Town shall provide to Company an updated list containing the new or removed street names, known street name aliases, street

addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress			Energy
Annexation			Coordinator
P.	O.	Box	33199
St.	Petersburg,	FL	33733-8199
Or	by	email	to:
AnnexationRequests@pgnmail.com			

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from Town, but no later than sixty (60) days after receipt of notice and the list. Town understands and affirmatively acknowledges that the Company will exclusively rely upon the Town to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the Town that are impacted by such annexations or contractions. Further, Town acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

- (C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the Town reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Company's right to use and occupy Rights-of-Way aforesaid. The franchise granted to the Company is subject to the Town's police powers as further described in Section 8 below.

(Ord. No. 10-09, § 4, 10-5-10)

Sec. 5. - Notice of acceptance and term of franchise.

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the Town Board of Commissioners; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the Town Board of Commissioners and shall signify its acceptance in writing within thirty (30) days after the Town Board of Commissioners' approval of this ordinance by filing its written acceptance with the Town Clerk. If Grantee fails to accept this franchise within (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of (10) ten years commencing on the Effective Date.

(Ord. No. 10-09, § 5, 10-5-10)

Sec. 6. - Payment to town.

- (A) Effective the first day of the second month beginning after the Effective Date of this ordinance, Town shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due Town for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. The Town expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to Town for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper, until all payments are made in full.

- (B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.

(Ord. No. 10-09, § 6, 10-5-10)

Sec. 7. - Favored nations.

- (A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees. However, in the event Grantee does not provide timely notice as required by this Paragraph, Grantor's amendment right shall, if exercised, relate back to the time at which Grantor could have first exercised that right hereunder if Grantor had been timely notified. Grantor shall notify Grantee whether Grantor will exercise its amendment rights as to franchise fees within a reasonable period of time of Grantee's giving notice of such other franchise terms or the date which Grantor could have exercised that right but in no event later than sixty (60) days from the date Grantee notified Grantor.
- (B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.
- (C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, Town shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of Town shall be given a competitive advantage over Company.

(Ord. No. 10-09, § 7, 10-5-10)

Sec. 8. - Grantor rights in franchise.

The right is hereby reserved to the Town to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be

reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the Town relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

(Ord. No. 10-09, § 8, 10-5-10)

Sec. 9. - Work in rights-of-way.

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the Town related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the Town an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said Town shall not be unreasonably obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the Town for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder. Company will endeavor to notify City in advance of significant activities performed in Rights-of-Way. For significant emergency work performed in Rights-of-Way, Company will endeavor to notify the city in advance or as soon as reasonably possible after the work is performed. Notice will not be provided for maintenance activities.

(Ord. No. 10-09, § 9, 10-5-10)

Sec. 10. - Indemnification.

- (A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify and hold the Town harmless against any and all direct damages, claims, losses, injuries or damages, including claims for equitable relief, arising out of the negligent act or omission, default, misconduct, or other wrongful act or omission of Grantee in the construction, operation, or maintenance of its electric utility facilities, expenses, reasonable attorneys' fees (including appellate fees) and costs that Town may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. In no event shall Company be liable to Town for any consequential, incidental, punitive, exemplary, multiple, or indirect damages. This provision shall survive the termination of this franchise or the applicable statute of limitations so long as the event giving rise to the indemnity obligation occurred during the term of this Franchise.
- (B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring Town and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:
 - (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident.
 - (ii) \$50,000 for property damage resulting from any one accident.

(iii) \$1,000,000 for all other types of liability.

- (C) Town acknowledges that Company provides its own liability insurance (self-insured). On an annual basis, Company must submit its annual audited financial report as documentation that clearly demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Section 8(B) above.

(Ord. No. 10-09, § 10, 10-5-10)

Sec. 11. - Records and reports.

- (A) *Company Rules and Regulations.* The following records and reports shall be available to Town upon Town's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of Town's Rights-of-Way. In addition, Grantee shall submit to the Town Clerk annually, Company's audited financial report upon Company's issuance of its audited financial report.
- (B) *Accounting.* Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company. Should the Florida Public Service Commission cease to exist, the Town retains the right to require the Company to maintain a system of accounts and forms of books and accounts and memoranda prescribed by the Federal Energy Regulatory Commission or any other applicable governing body having jurisdiction over the Company.
- (C) *Reports.* Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based, signed by an authorized representative of Grantee sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not prevent or stop the Town from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).
- (D) *Availability of Records and Reports.* Company shall supply information that Town or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. Such records shall, on written request of Town, be open for examination and audit by Town and Town's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of two (2) years.
- (E) *Audit.* Town may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Franchise not more than once every five (5) years and then only for the preceding three years. Company will reimburse Town's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

- (F) *Customer Report.* In addition to Town's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, Town shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the Town and annually thereafter a report identifying any changes to the address listing provided the previous year.

(Ord. No. 10-09, § 11, 10-5-10)

Sec. 12. - Retail wheeling.

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company and The Town. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

(Ord. No. 10-09, § 12, 10-5-10)

Sec. 13. - Severability.

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, Town and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

(Ord. No. 10-09, § 13, 10-5-10)

Sec. 14. - Governing law and venue.

- (A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.
- (B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

(Ord. No. 10-09, § 14, 10-5-10)

Sec. 15. - Merger.

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

(Ord. No. 10-09, § 15, 10-5-10)

Sec. 16. - Notices.

Except in exigent circumstances, all notices by either Town or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Town and Company observed holidays excepted. All notices shall be addressed as follows:

To Town:

Town Clerk
105 164th Avenue
Redington Beach, FL 33708
Phone: (727)391-3875
Facsimile No.: (727)397-6911

To Company:

External Relations Department
Progress Energy Services Company, LLC
P.O. Box 14042
St. Petersburg, FL 33733-4042
Facsimile No.: (727) 820-5715

Notice shall be provided as required by this Franchise to the above-named addressees unless directed otherwise in writing by Grantor or Grantee.

(Ord. No. 10-09, § 16, 10-5-10)

Sec. 17. - Non-waiver provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

(Ord. No. 10-09, § 17, 10-5-10)

Sec. 18. - Repealer and superseding provision.

This ordinance shall supersede, as to the rights, privileges and obligations between Town and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 01-02 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance Documentary No. 01-02 and any amendments thereto shall have any further force and effect.

(Ord. No. 10-09, § 18, 10-5-10)

Sec. 19. - Dispute resolution.

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies, they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

(Ord. No. 10-09, § 19, 10-5-10)

Sec. 20. - Assignment.

Grantee shall not lease, assign, or otherwise alienate this Franchise or the rights granted hereunder without the consent of the Grantor's Town Board of Commissioners expressed by ordinance, provided, however this prohibition shall not apply to the extent Company undergoes a name change, merger or

acquisition or in the event Company chooses to assign to any of its affiliates, subsidiaries, or parent company.

(Ord. No. 10-09, § 20, 10-5-10)

ATTACHMENT E
OLD CODE/NEW CODE REFERENCES

**TOWN OF REDINGTON BEACH
RIGHT-OF-WAY UTILIZATION ORDINANCE REWRITE
CODE SECTION COMPARISONS**

Current Section	Provision	New Section
19.1	Obstructions	19A-2
19.2 (a)	Digging	19A-3, 19A-5
19-2 (b)	Application Requirements	19A-3 (b)
19-2 (b)	Major project defined	19A-1 (c)
19-2 (b)	Approval of a major project	19A-3 (b) (1)
19-2 (c)	Jack and bore construction required	19A-5 (a)
19-2 (d) (1)	Jack and bore standards	19A-5 (b) (1)
19-2 (d) (2)	Traffic maintenance	19A-5 (c)
19-2 (d) (3)	Minimum depth of casing	19A-5 (b) (6)
19-2 (e)	Cut and fill permitted by Town Board	19A-5 (a)
19-2 (f)	Emergency exception	19A-4
19-2 (g)	Restoration required	19A-6 (a)
19-2 (h)	Fail to cure	19A-6
19-2 (I)	Specific deficiencies	19A-5 (b)
19-2 (j)	Contents of notice to cure	19A-6 (c)



Meeting Date: December 5, 2018
Agenda Item ____.

FLORIDA MUNICIPAL SERVICES
18001 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

November 29, 2018

MEMORANDUM

TO: Honorable Mayor and Members of the Town Board of Commissioners

FROM: Darin Cushing, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Construction Activity Regulation: Proposed Ordinance 2018-10

EXECUTIVE SUMMARY

The Planning Board has considered if amending the days and hours permitted for construction activity would be appropriate. Staff and the LPA have reviewed related issues and the regulations of the other Beach municipalities, and recommend adjustment of the permitted days and hours for construction and recommend additional limits on construction equipment. Staff and the LPA **RECOMMEND ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

BACKGROUND

Applicant: Town of Redington Beach

Location: Entire Town

November 29, 2018

THE REQUEST

The Planning Board, responding to a member's question, discussed whether the Town's current regulation of construction activity:

Sec. 12-91. - Construction activities.

The erection, including excavating, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three days while the emergency continues. If the building official should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

remains appropriate.

In summary, construction work:

- Must be done
 - On a weekday
 - Between 7.00 a.m. and 6.00 p.m.
- Work may be done
 - On holidays if the holiday falls on a weekday.

The following questions are presented by the existing regulation:

- Should work be permitted on Saturdays?

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- Should work be prohibited on holidays?
- Should there be any type of work permitted on Sundays?
- Should there be additional regulation of construction equipment as is found in many Beach municipalities?

HISTORY

Proposed Ordinance 2018-10 was found to be consistent with the Town's Comprehensive Plan and recommended for approval by the Planning Board on October 30, 2018.

NOTICE

The Town Clerk's office will advise as to the notice given of this proceeding.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing, adopting and amending land development regulations, including the regulation of construction activities.

COMPREHENSIVE PLAN CONSISTENCY

Based on the consideration that has gone into the development of the ordinance by Staff and by the Planning Board, the proposed Ordinance is consistent with the following Objective and Policies of the Town of Redington Beach Comprehensive Plan:

Objective 1.1

The integrity and quality of life, as exhibited by the continued maintenance of the town's family oriented, residential character, will be maintained in existing residential areas and neighborhoods.

November 29, 2018

Policy 1.1.1.

Protect existing residential areas from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.

Although the proposed ordinance permits construction activities for a limited period of time on Saturdays, it prohibits construction activity on statutory holidays. The careful thought that has gone into this Ordinance, and the experiences of other Beach municipalities, has shown that the somewhat extended hours, and the prohibition of work on holidays, will facilitate maintaining the integrity and quality of life of the town's residential character, and will protect the Town's residential areas from incompatible construction activities. The same is true of permitting owner-builders to work on Sundays, a prohibition that is difficult to enforce.

ANALYSIS

Regulation of Days and Times

The Table on the following page shows the regulations of the other Beach municipalities. Redington Beach is the only municipality to prohibit work on Saturdays. Six of the 10 municipalities on the Beach, including Redington Beach, permit work on some holidays. Work covered by the regulation includes everything from the construction of a new home to minor home repairs costing \$1,000 or more. Permits are not required for "[wall] papering, restoration of plastering, painting or similar maintenance or restoration work."¹

Staff also conducted an online literature review of laws, regulations and codes and of news items from around the country to further identify issues that should be taken into consideration during the Board's deliberations on this topic.

Prohibiting work on weekends enhances the quiet enjoyment of nearby properties, limits noise and disruption over the weekend, enhances the ambiance of the Town over the weekend, and avoids practical difficulties related to required inspections, identifying unpermitted work, and identifying unlicensed contractors. Prohibiting work on weekends hinders owner-builders doing their own work and may also be detrimental to contractors' schedules, particularly at peak times or at times of weather delays in construction.

¹ Town Code, § 6-77.

PINELLAS COUNTY BEACH MUNICIPALITIES
CONSTRUCTION REGULATIONS

Const Rules
09/07/18

	Days Work Permitted		Permitted		Prop Own Exc	Other Noise	Code Sec
	Sat.	Sun.	M-F Hours	Sat Hours			
Belleair Beach	✓	X	7.00 - 6.00	7.00 - 6.00	✓ ²	✓ ³	10-2
Belleair Shore	?	X	7.00 - 6.00	7.00 - 6.00	X	X	18-71
Indian Rocks Beach	✓	X	7.00 - 6.00	7.00 - 6.00	X	X	26-35
Indian Shores	✓	X	8.00 - 6.00	8.00 - 6.00	✓ ⁴	X	18-1
Redington Shores	✓	X	7.00 - 6.00	7.00 - 6.00	X	✓ ¹⁴	101-1
North Redington Beach	✓	X	8.00 - 6.00	8.00 - 6.00	✓ ⁷	✓ ¹⁵	18-58
Redington Beach	X	X	7.00 - 6.00	X	X	✓ ⁹	12-91
Madeira Beach	✓	X	7.30 - 10.00	7.30 - 10.00	X	✓ ¹⁰	34-87
Treasure Island	✓	X	7.00 - 6.00	7.00 - 6.00	X	✓ ¹¹	18-73
St. Pete Beach	✓	X ¹³	7.30 - 6.00	1.3	X	✓ ¹²	98-1
Code	✓	Permitted					
	X	Prohibited					
	?	Not stated					

- ¹ New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas
- ² Compliance with noise and nuisance standards required
- ³ § 22-61 (a) (6): Construction equipment may not be louder than its design specification.
- ⁴ § 18-2: provided that no noise is generated
- ⁵ New Years Day, Memorial Day, July 4, Labor Day, Veterans' Day, Thanksgiving, Christmas
- ⁶ Thanksgiving and Christmas Only
- ⁷ Limited "minor repairs and alterations"
- ⁸ Weekdays only
- ⁹ § 12-95 imposes additional limitations on construction equipment
- ¹⁰ § 34-87 also imposes additional limitations on construction equipment
- ¹¹ § 18-73 also imposes additional limitations on construction equipment
- ¹² § 46-133 imposes additional limitations on construction equipment
- ¹³ City Manager may grant exceptions for home repairs and remodeling
- ¹⁴ § 101-2 imposes additional limitations on construction equipment
- ¹⁵ § 30-31 imposes additional limitations on construction equipment
- ¹⁶ Except Sundays

November 29, 2018

Beyond noise, construction at any time can lead to issues of blocked roads and sidewalks, traffic beyond the immediate building site, damage to adjacent properties, vibration, dust and particulate pollution, and potential interruption of utility services. These adverse impacts should be avoided whenever possible but such avoidance is even more important at times when there is a reasonable expectation of the even greater quiet enjoyment of nearby properties: on evenings, weekends and holidays.

Another problem with permitting weekend and after-hours work is enforcement. Although the Town has relatively strong controls over work for which permits are issued, unpermitted work is more likely to escape enforcement action if done in the evenings, or on weekends or holidays. While the absence of a permit is, in and of itself, a violation, other violations resulting from the unpermitted work are likely to be exacerbated.

On weekends and after hours, initial enforcement lies with the PCSO deputies patrolling the Town. During most of the hours in which construction is presently permitted, the Building Official and his staff spend a varying amount of time on the Town's roads and use their observations to identify problematic situations. This resource is generally not available in the evenings or on weekends.

In the evenings and on weekends, if the deputies observe problematic activity, they e-mail the Building Department with the relevant information and the Department follows up the next work day. Thus, the enforcement process in the evenings and on weekends creates the potential for unpermitted and unlawful work to progress further without impediment, thereby requiring greater remedial works.

The Planning Board recommended that work should be permitted on Saturdays, but within the more limited time period of 9.00 a.m. to 3.00 p.m. and that construction should be prohibited on all holidays, to achieve consistency with other business and governmental practices. Identified holidays should as establish by the Federal Office of Personnel Management.²

² Currently, New Year's Day (January 1), Birthday of Martin Luther King, Jr. (Third Monday in January), Washington's Birthday (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veterans Day (November 11), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25). See <https://www.opm.gov/faqs/QA.aspx?fid=e64d74ab-20a3-484c-8682-d2a2b46c22da&pid=c41e6beb-0c14-449d-bde5-355a3a3014cd>

November 29, 2018

Additional Regulation of Heavy Equipment

Several of the Beach municipalities, particularly at the south end of the Beach, impose additional regulation on the use of heavy equipment in construction. A sample of such legislation reads:

(2) Pile drivers, etc. The operation between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance, the use of which is attended by loud and raucous noise [is prohibited].³

This regulation is arguably subsumed into the Town's existing regulations and as said regulations may be amended. However, specificity is always a good idea in law and language similar to that found in the Madeira Beach Code could be useful in the Redington Beach Code.

RECOMMENDATION

Staff recommends **ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

DC/RBMcL/m

³ City of Madeira Beach Code, § 34-87(2).

TOWN OF REDINGTON BEACH
ORDINANCE 2018-10

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, REPEALING SECTION 12.91 OF ARTICLE IV OF CHAPTER 12 OF THE TOWN CODE REGULATING CONSTRUCTION NOISE; AND AMENDING CHAPTER 6, ARTICLE III, BUILDINGS AND BUILDING REGULATIONS, OF THE TOWN CODE BY INSERTING SECTIONS 6-68, 6-69, 6-70, AND 6-71 REGULATING THE HOURS AND DAYS DURING WHICH CONSTRUCTION MAY OCCUR IN THE TOWN; PERMITTING CONSTRUCTION ACTIVITIES ON SATURDAYS BETWEEN THE HOURS OF 9.00 A.M. AND 3.00 P.M.; PERMITTING OWNER/BUILDERS TO UNDERTAKE CERTAIN INTERIOR CONSTRUCTION ACTIVITIES ON SUNDAYS; PROHIBITING CONSTRUCTION ACTIVITIES ON DESIGNATED FEDERAL HOLIDAYS; FURTHER REGULATING THE USE OF HEAVY EQUIPMENT IN CONSTRUCTION ACTIVITIES; PROVIDING FOR EXCEPTIONS TO THE DAYS AND HOURS DURING WHICH CONSTRUCTION MAY OCCUR WHEN SUCH EXCEPTION WILL NOT IMPAIR THE PUBLIC HEALTH AND SAFETY AND IS IN THE PUBLIC INTEREST; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to regulate the hours construction can be conducted with the jurisdictional limits of the Town; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that the repeal of Section 12.91 — Construction activities and the amendment of Chapter 6, Article III, Division 1 are necessary to effectively regulate same; and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has found this Ordinance to be consistent with the Comprehensive Plan and recommended approval of the amendment to further consistency with the Town's Comprehensive Plan;

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof.

1 **Section 2.** Chapter 12 - Nuisances, Article IV - Noise, Section 12.91 --
2 Construction activities is hereby repealed in its entirety and the section is reserved for
3 future use.

4
5 **Section 3.** Chapter 6 -- Buildings and Building Regulations, Article III --
6 Building Code, Division I -- Generally, is amended by the addition of Section 6-68 --
7 Construction hours, as follows:

8
9 Sec. 6-68. -- Construction hours.

10
11 (a) The erection, including excavating, demolition, alteration or repair of any
12 building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays
13 and between the hours of 9:00 a.m. and 3:00 p.m. on Saturdays, is prohibited,
14 except in case of urgent necessity in the interest of public health and safety, and
15 then only with a permit from the building official, which permit may be granted
16 for a period not to exceed three days while the emergency continues.

17 Notwithstanding the forgoing, an owner-builder who is granted a building permit
18 pursuant to Section 489.103 (7)(a), Florida Statutes, may work on Sundays, in the
19 interior of the building only, between the hours of 9:00 a.m. and 3:00 p.m.
20 provided that there are no external indicators (noise, vibration, smoke, dust, or
21 odor) of such work, and further provided that no subcontractors are present on the
22 premises on any Sunday.

23
24 (b) The erection, including excavating, demolition, alteration or repair of any
25 building on the following holidays is prohibited: New Year's Day (January 1),
26 Birthday of Martin Luther King, Jr. (Third Monday in January), Washington's
27 Birthday (Third Monday in February), Memorial Day (Last Monday in May),
28 Independence Day (July 4), Labor Day (First Monday in September), Columbus
29 Day (Second Monday in October), Veterans Day (November 11), Thanksgiving
30 Day (Fourth Thursday in November), and Christmas Day (December 25).

31
32 (c) The operation of heavy equipment, to include but not limited to pile
33 drivers, steam shovels, pneumatic hammers, derricks, dredges, steam or electric
34 hoists or other appliance, the use of which is attended by loud and raucous noise is
35 prohibited at all hours other than those permitted by subsections (a) and (b)
36 herein.

37
38 (d) If the building official should determine that the public health and safety
39 will not be impaired by the erection, demolition, alteration or repair of any
40 building or the excavation of streets and highways on days or at times other than

1 those permitted by subsections (a) and (b) herein, and if the building official shall
2 further determine that loss or inconvenience would not result to any party in
3 interest, he may grant permission for such work to be done on an otherwise
4 prohibited day or at an otherwise prohibited time, upon application being made at
5 the time the permit for the work is awarded or during the progress of the work.
6

7 **Section 4.** If any section, subsection, sentence, clause, provision or word of
8 this Ordinance is held unconstitutional or otherwise legally invalid, same shall be
9 severable and the remainder of this Ordinance shall not be affected by such invalidity,
10 such that any remainder of the Ordinance shall withstand any severed provision, as the
11 Board of Commissioners would have adopted the Ordinance and its regulatory scheme
12 even absent the invalid part.
13

14 **Section 5.** This Ordinance shall become effective immediately upon final
15 passage and adoption.
16

17 **PASSED AND ADOPTED** by the Board of Commissioners of the Town of
18 Redington Beach, Pinellas County, Florida, on this _____ Day of _____ 201__.

19
20 **ATTEST:**

21
22
23 _____
24 Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	d	Ave	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					



Meeting Date: December 5, 2018
Agenda Item _____

FLORIDA MUNICIPAL SERVICES
18001 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

November 29, 2018

MEMORANDUM

TO: Honorable Mayor and Members of the Town Board of Commissioners

FROM: Darin Cushing, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Correction of Scrivener's Error and Definition of "Engineer of Record"
Proposed Ordinance 2018-12

Proposed Ordinances 2018-01, Seawalls; 2018-02, Docks; 2018-04, Pool/Seawall Separation; and 2018-05, Right-of-Way Utilization and Driveway Connection Requirements, all place considerable design responsibility on an applicant's "engineer of record." These ordinances recognize that the Florida licensed engineer of record has substantial ethical, professional and financial liabilities associated with the design of the subject construction and is not going to jeopardize his or her professional standing with shoddy work.

However, the term "engineer of record" is not presently defined in the Town Code, although it is defined in the Florida Administrative Code, (FAC). It is preferable to include a definition of the term in the Town Code and to do so once rather than four different times.

Accordingly, proposed Ordinance 2018-12 defines the term "engineer of record," based on the existing FAC definition and inserts the definition in section 10-10 of the Town Code, a section of definitions applicable to most land development regulations in the Town.

In the course of preparing Ordinance 2018-12, a scrivener's error in section 6-125, incorporating general definitions into the Town's Building Code provisions, was discovered. Ordinance 2018-12 corrects this scrivener's error.

Memo: Town of Redington Beach
Town Board of Commissioners
Proposed Ordinance 2018-12
Correction of Scrivener's Error and
Definition of Engineer of Record
Page 2

November 29, 2018

The Planning Board will consider Ordinance 2018-12 at its public meeting on December 4, 2018.

Absent some unexpected information being presented to the Planning Board, Staff recommends
**ADOPTION ON FIRST READING OF THE ATTACHED ORDINANCE SUBJECT TO
COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

DC/RBM/L/m

**TOWN OF REDINGTON BEACH
ORDINANCE 2018-12**

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS
COUNTY, FLORIDA, AMENDING SECTION 6-125 OF THE TOWN
CODE BY CORRECTING A SCRIVENER'S ERROR AND AMENDING
SECTION 10-10 BY INSERTING A DEFINITION OF "ENGINEER OF
RECORD," PROVIDING FOR SEVERABILITY AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to more effectively regulate development and construction within the Town, especially as it relates to the construction of seawalls, docks, swimming pools and driveway connections and also desires to more effectively regulate the private use of Town rights-of-way; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach finds that such regulation is in the best interests of the public health, safety and welfare; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has determined that such regulations require the involvement of an "engineer of record," a term which requires definition, and

WHEREAS, the Town's Planning Board, which serves as its Local Planning Agency, has recommended approval of amendments to the Town's land development regulations with respect to the construction of seawalls, docks, swimming pools and driveway connections and the more effective regulation of the private use of Town rights-of-way; to further consistency with the Town's Comprehensive Plan; and

WHEREAS a scrivener's error was found in the course of preparing the amendments to the land development regulations described herein; and

WHEREAS, the Town Board wishes to implement the recommendations of the Planning Board.

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part of hereof.

Section 2. Section 6-125 of the Town Code of the Town of Redington Beach is

amended to read:

The words, terms and phrases, when used in this article, shall have the meanings ascribed to them in section ~~10-1~~ 10-10 of this Code, except where the context clearly indicates a different meaning.

Section 3. Section 10-10 of the Town Code of the Town of Redington Beach is amended by the insertion in alphabetical order of a definition of the term: "Engineer of record," which definition reads:

Engineer of Record. A licensed Florida professional engineer who is in responsible charge for the preparation, signing, dating, sealing and issuing of any engineering document(s) for any engineering service or creative work.

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

Section 5. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this _____ Day of _____ 201__.

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Dorgan					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					

TOWN OF REDINGTON BEACH

Resolution 2018-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT WITH CLIFTON LARSON ALLEN, FOR AUDITING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach is in need of auditing services for fiscal year 2018; and

WHEREAS, Clifton Larson Allen have submitted a proposal and engagement letter to perform the service for the Town of Redington Beach; and

WHEREAS, Clifton Larson Allen agrees and understands that its auditing services are being retained for fiscal year ending September 30, 2018; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach have met and reviewed the proposal; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

Section 1: The Board of Commissioners accepts Clifton Larson Allen as the accounting firm to conduct the town audit for fiscal year ending September 30, 2018.

Section 2: The gross fee for the audit, including expenses will not exceed \$27,000.00 including a single audit. If the single audit is not required, then the fees for the audit services will be reduced to \$23,000.00

Section 3: Town accepts the provisions as outlined in proposal and engagement letter, dated November 19, 2018.

Section 4: This resolution shall become effective upon Board of Commissioners adoption.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 5th Day of December 2018.

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
Nick Simons, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan					
Commissioner Kornijtschuk					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					



CliftonLarsonAllen LLP
One Tampa City Center
201 North Franklin Street, Suite 2500
Tampa, FL 33602
813-384-2700 | fax 813-384-2750
CLAconnect.com

November 19, 2018

Town Commissioners and Management
Town of Redington Beach, Florida
105 14th Avenue
Redington Beach, FL 33709

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit, examination, and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Town of Redington Beach, Florida ("you," "your," or "the entity") for the year ended September 30, 2018.

Andrew Laflin is responsible for the performance of the audit and examination engagements.

Services to be provided

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, which collectively comprise the basic financial statements of Town of Redington Beach, Florida, as of and for the year ended September 30, 2018, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis
2. Budgetary comparison schedules – General Fund
3. Notes to budgetary comparison schedule – General Fund

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards (if applicable)
2. Budgetary comparison schedule – Capital Project Fund

Examination services

We will examine your compliance with Section 218.415, Florida Statutes, regarding the investment of public funds for the year ended September 30, 2018.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of depreciation schedules.

Audit engagement terms

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the

requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written management letter as required by Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550), upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws

or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Examination engagement terms

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds (the identified Florida Statutes), in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the identified Florida Statutes, in all material respects. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the examination. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than the specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If

circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material noncompliance or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Our responsibilities

We will conduct our examination in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the identified Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the identified Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the identified Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the identified Florida Statutes that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

Management responsibilities

You are responsible for the entity's compliance with the identified Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the identified Florida Statutes. You are responsible for the design, implementation, and maintenance of effective internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the identified Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence. You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the identified Florida Statutes.

You are responsible for the entity's compliance with the identified Florida Statutes; and for selecting the criteria and determining that such criteria are appropriate for your purposes. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you. For all non-attest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the identified Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the identified Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Nonaudit services

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will prepare the depreciation schedules for the entity for the year ended September 30, 2018. Management is responsible for determining the method and rate of depreciation and the salvage value of the assets.

Other matters

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on a mutually agreed upon date.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and examination engagements and the dates required will be provided in a separate communication.

If a federal single audit is necessary, then at the conclusion of the audit engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting

package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit and examination documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to Auditor General of the State of Florida, or its designee; a federal agency providing direct or indirect funding; the U.S. Government Accountability Office; or the Auditor General, State of Florida for purposes of a quality review of the audit and examination, to resolve audit or examination findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit and examination documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit and examination documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Auditor General of the State of Florida. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any

fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Limitations and dispute resolution

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report and examination report under this agreement to you, regardless of whether we do other services for you relating to the audit report and examination report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$23,000 for the audit of the financial statements. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and

requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our audit and examination reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Addendum to Fees as Proposed

If a federal single audit is required for the year ending September 30, 2018, then the fees for our audit services will be increased to \$27,000.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit and examination can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters

- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern)
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting, audit, and examination standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Town of Redington Beach, Florida's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements and examination of your compliance, including the terms of our audit and examination engagements and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Andrew Laflin, CPA
Principal
813-384-2711
Andrew.Laflin@CLAAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Town of Redington Beach, Florida.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____