



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, July 3, 2019
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	Vice Mayor Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Commissioner Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, June 19, 2019**
 - B. Bill List for Day Ending June 28, 2019**
 - C. Bridget Tenders Request Town Hall August 6th & 7th**
- 8. OLD BUSINESS**
 - A. Friendship Park Renovations**
 - B. Final Reading: Ordinance 2019-05: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Adopting the Annual Amendment to the Schedule of Capital Improvements in the Capital Improvements Element of the Town of Redington Beach Comprehensive Plan, Providing for Severability; and Establishing an Effective Date.**



9. NEW BUSINESS

- A. First Reading: Ordinance 2019-06: An Ordinance of the Town of Redington Beach, Florida Amending Chapter 12 of the Town Code Concerning Nuisances to Remove Outdated, Unenforceable or Pre-empted Provisions and to incorporate current State and Federal Law Requirements; Creating new Regulations Concerning the Distribution of Written or Printed Materials; Making Related Findings; Providing for Codification, severability, and an effective Date.**
- B. Discussion: Chapter 14**
- C. Town Attorney: Updated Agreement**
- D. Resolution 2019-05: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, entering into an agreement for law enforcement services, with Bob Gultieri, 'Sheriff' Pinellas County and providing for an effective date**
- E. 2019-2020 Budget**

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, June 19, 2019
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, June 19, 2019, 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 Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

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

Public Forum: Jackie Chapman, 15910 Gulf Blvd spoke on the excessive amount of dogs on the beach, motorized bikes on the beach and tents that are being left up overnight. Town clerk will notify the Pinellas County Sheriff's office regarding these concerns.

Public Safety

- Nothing to Report.

Building

- Received a letter from the state regarding the Comp Plan Amendment and it is being reviewed and the town will be notified when it is complete.

Public Works

- Nothing to Report.

Finance

- Funds have been transferred from Morgan Stanley to PMA Financial.

Mayor

- Nothing to Report.

Town Clerk

- The town received notice from the Pinellas County Property Appraisers office that the town's taxable values increased by 5.94% and if the millage rate stays the same, it would be approximately \$50,000.00 more in revenue. Other revenues estimates will be available by the end of June or early July. The first meeting in July, the commission will discuss the budget.

Town Attorney

- Nothing to Report.

Boards and Committees

- Nothing to Report

CONSENT AGENDA

- A. Board Regular Meeting Minutes, June 5, 2019**
- B. Bill list ending for Day ending June 14, 2019**

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

OLD BUSINESS

- A. Impervious Surface Ratio:** Commissioner Will presented illustrations on the Impervious Surface Ratio on an interior lot and intercoastal lot. It shows the "building envelope" of what could be built in this area and what the Impervious Surface Ratio would be. (Drawings are attached as part of the minutes.) Discussion amongst the commissioners regarding the amount of impervious surface should be recommended. The consensus was to have the Planning Board consider an Impervious Surface Ratio of 65%. The mayor explained the process on how changes to the comp plan need to be done. Questions from the audience were answered by Commissioner Will.
- B. Friendship Park Renovations.** Commissioner Will requested that he be able to contact CPWG to see if they could put together a bid package for the project. The architect has completed the drawings. The consensus was to contact CPWG regarding this.

NEW BUSINESS

- A. Board of Adjustment Appointment:** Town Clerk noted that Mr. Sulewski's term expired on June 14th. The opening of the expired seat was posted on May 14th until June 14th. Mr. Sulewski was the only applicant to apply. This is for a two year term. A motion by Commissioner Steiermann and seconded by Vice Mayor Kornijtschuk to appoint Mr. Sulewski to another two year term. Motion passed with all ayes.
- B. Discussion: Code Revision Chapter 12:** Town attorney Daigneault reviewed the four items addressed in the ordinance, nuisances, noise, soliciting and trees. The first reading will be on July 3rd. Commissioner Steiermann noted that Section 12-60 would need to be amended as the town's refuse company will remove tree limbs and palm fronds. Also section 12-141 Unsolicited written/printed materials subsection (c) needs review. Steve Miller noted that he didn't think that an arborist should have to be used to determine if a tree is diseased.
- C. Discussion: Code Revision Chapter 16 & 17:** Attorney Daigneault noted that this needs to be tabled as the attorney and town planner need to review to see if the planning board needs to hear this first. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Will to table. Motion passed with all ayes.

- D. Six Month Review of Financials:** Town clerk reported that the financial review is from October 1, 2018 to March 31, 2019. The town is on track with its revenues and expenditures. There are some items that are over budget, but once journal entries are done, they will be fine. There will be some budget amendments done at the end of the year, as there were some unexpected expenses that the town has incurred. The budget process will begin at the July 3rd meeting. Commissioner Dorgan noted that the finance committee will meet prior to the July 3rd meeting.

Other Business

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 7:30 p.m.

Adopted: , 2019

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 06/28/2019

Time: 11:08 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 511 Legislative							
101-511-511.111	Registration						
	CHASE CARD SERVICES	75719	FLC Annual Conference	0	06/13/2019	06/13/2019	550.00
							550.00
Total Dept. Legislative:							550.00
Dept: 512 Town Clerk							
101-512-512.230	Group Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	9.25
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	690.64
							699.89
101-512-512.231	Life Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	9.75
							9.75
101-512-512.232	Dental Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	61.35
							61.35
101-512-512.410	Telephone						
	BRIGHT HOUSE NETWORKS	056775401060919	6-8-19 to 7-7-19	0	06/09/2019	06/09/2019	199.96
							199.96
101-512-512.411	Internet Services						
	BRIGHT HOUSE NETWORKS	056775401060919	6-8-19 to 7-7-19	0	06/09/2019	06/09/2019	119.97
							119.97
101-512-512.480	Promotion/Public						
	CHASE CARD SERVICES	71504708047	Condolence Flowers	0	06/27/2019	06/27/2019	90.94
							90.94
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPAI	787999	Ord 2019-05	0	06/14/2019	06/14/2019	42.80
	TIMES PUBLISHING COMPAI	793374	Comp Plan Ad	0	06/28/2019	06/28/2019	1,141.00
							1,183.80
101-512-512.542	Dues & Subscrip						
	CHASE CARD SERVICES	ZIN04067567	Carbonite Renewal	0	06/23/2019	06/23/2019	111.99
							111.99
Total Dept. Town Clerk:							2,477.65
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	5.18
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	690.64
							695.82
101-513-513.231	Life Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	9.75
							9.75
101-513-513.232	Dental Insurance						
	FLORIDA MUN INSURANCE	08012019	August 2019	0	06/20/2019	06/20/2019	30.61
							30.61
Total Dept. Finance & Admin:							736.18
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	732142	July 2019	0	07/01/2019	07/01/2019	21,237.00

Date: 06/28/2019

Time: 11:08 am

Page: 2

Town of Redington Beach

6/17/2019

8715 Payroll	277.05
8716 Payroll	277.05
8717 Payroll	381.75
8718 Payroll	277.05
8719 Payroll	277.05
8720 Payroll	1,759.15
8721 Payroll	1,309.67
8722 Payroll	1,197.24
8723 Payroll	1,251.86
Retirement	2,433.76
Payroll Liabilities	3,094.96

EFT

12,536.59

MAYOR SIMONS

COMMISSIONER WILL

VICE MAYOR KORNIJTSCHUK

COMMISSIONER DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of July 3, 2019

townclerk@townofredingtonbeach.com

From: Michael Berginc <mberginc@floridadrawbridges.com>
Sent: Monday, June 24, 2019 12:47 PM
To: info@townofredingtonbeach.com
Cc: mikebfdi@gmail.com
Subject: Hall rental

Hello Adriana,

Thank you for your help. We would like to reserve the hall on August 6th & 7th from 8am-330pm. My contact number is 727-643-5051.

Thank you, Mike Berginc

TOWN OF REDINGTON BEACH
ORDINANCE 2019-05

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE ANNUAL AMENDMENT TO THE SCHEDULE OF CAPITAL IMPROVEMENTS IN THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF REDINGTON BEACH COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 163, Part II, Florida Statutes, establishes the requirements of the Community Planning Act and governs local government comprehensive planning and land development regulation; and

WHEREAS, The Town of Redington Beach adopted its Comprehensive Plan in October, 1989, and has periodically revised and amended the Plan in order to ensure it remains current and responds to current needs and opportunities; and

WHEREAS, pursuant to § 163.3177(3)(b), Florida Statutes, annual modifications to the Five Year Schedule of Capital Improvements are mandatory, which modifications may be accomplished by Ordinance and are not deemed to be an amendment to the Town's Comprehensive Plan; and

WHEREAS, The Building Official and Town Planner of the Town of Redington Beach recommended that the Comprehensive Plan be amended as set out herein; and

WHEREAS, The Planning Board of the Town of Redington Beach, sitting as the Local Planning Agency, found the amended Capital Improvements Schedule to be consistent with the balance of the Town's Comprehensive Plan and recommended its approval; and

WHEREAS, the Town's Finance Committee has been consulted with respect to this Amendment; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to implement the recommendations of the Planning Board;

NOW THEREFORE BE IT ORDAINED, by the Commissioners of the Town of Redington Beach, Florida, in its regular meeting duly assembled on this 19th day of June, 2019 that:

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

Section 2. Table 1, Schedule of Capital Improvements, as established by Ordinance 2018-09, adopted on February 20, 2019, is deleted and the following Table 1 substituted therefor:

<u>Project Type & Name</u>	<u>Fiscal Year Costs/ Funding Sources</u>				
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Road Repairs F (2) [1]	229,500	229,500			
Drainage Upgrades F (1), (3), (4) [1]	134,700	140,300 (+)	100,000 (+)	100,000 (+)	100,000 (+)
Income Fund Summary					
General Reserves	228,077	230,358	232,662	234,988	237,338
Road Reserves	863,045	639,880	646,279	652,742	659,269
Stormwater Capital Fund	100,000	100,000	100,000	100,000	100,000
Stormwater Grant	75,000				

LEGEND

F = Funded

U = Unfunded

(1) = Penny for Pinellas

(2) = Town Reserves

(3) = Town Enterprise Fund

(+) = Plus rollover funds from previous year

[] = Priority

Section 4. Any portion of this Ordinance deemed unconstitutional or otherwise invalid at law is severable from the remainder thereof.

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 19th day of June, 2019.

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

Town of Redington Beach
 2019-2020 CIE Amendment –
 Schedule Update: Ordinance 2018-xx
 Draft 1, 4/18/19, DC/RBMcL/m



FLORIDA MUNICIPAL SERVICES

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

ADVERTISED PUBLIC HEARING

Meeting Date: July 3 2019

Agenda Item ____

June 26, 2019

MEMORANDUM

TO: Town of Redington Beach Board of Commissioners

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

SUBJECT: Annual Update to the Capital Improvements Element of the Comprehensive Plan

EXECUTIVE SUMMARY

Section 163.3177(3)(b), F.S. requires that the Comprehensive Plan's Capital Improvements Element be amended annually with an updated 5-Year Capital Improvements Schedule. In November, 2018/February, 2019, this was done for the first time since 2008. Further, the Town presently has no CIP although it has funds in reserve for general capital improvements and for road reserves. This Board is charged with adopting Plan Amendments, including to the CIE Schedule. The Finance Committee has endorsed the Schedule and the Planning Board recommends its approval. **STAFF RECOMMENDS THAT THE BOARD ADOPT THE CIE SCHEDULE ON SECOND READING.**

BACKGROUND

Applicant: Town of Redington Beach

Location: Entire Town

June 26, 2019

THE REQUEST

Approval of the annual update to the 5-Year Schedule of Capital Improvements (Capital Improvements Program (CIP)) found in the Capital Improvements Element of the Town of Redington Beach Comprehensive Plan.

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 and adopting (via § 15-56 of the Town Code), a comprehensive plan for the Town and, therefore, amendments to said Plan.

Concomitant with the power to adopt a comprehensive plan comes the authority to otherwise fully comply with Part II, Chapter 163, Florida Statutes, the Community Planning Act.¹

Included in this authority is the authority to amend the Comprehensive Plan in accordance with Florida Law.

HISTORY

In December, 2008, by Ordinance 08-12, the Town adopted the 2008 Evaluation and Appraisal Report (EAR) Amendments to its Comprehensive Plan. Those amendments included a Capital Improvements Element which includes a 5-Year Schedule of Capital Improvements. That Element was amended by Ordinance 2018-11 which is attached as Attachment A.

In 2018, the Town's failure to annually update the Schedule of Capital Improvements was recognized and an update was prepared. That update was adopted by Ordinance 2018-09, adopted on first reading on November 7, 2018 and on second reading on February 20, 2019.

Ordinance 2018-09 was the first effort since 2008 to comply with the statutory mandate for an annual update to the 5-Year CIP. Now before the Town Board is the proposed annual update beginning with Fiscal Year 2019/2020. This year (and subsequently), the annual update will be adopted **ahead** of the Town's budget process and thus can be considered and included in the Town's budget.

¹ Formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act.

June 26, 2019

Further, the Town has recently retained a civil engineer who specializes in stormwater management. Through the services of this engineer, the Town is seeking grants and other funding to begin a pro-active program of improving the Town's stormwater management system.

On April 23, 2019, the Planning Board's Vice Chairman and the Town Planner met with the Town's Finance Committee, (including the Finance Commissioner, Commissioner Dorgan), to review the proposed Schedule of Capital Improvements beginning with Fiscal Year 2019/2020, as established in proposed Ordinance 2019-05. The Finance Committee has endorsed the proposed Schedule and this endorsement has been added to the Ordinance's recitals since first reading.

The Planning Board considered Ordinance 2019-05 at an advertised public hearing on May 14, 2019. There was no public input at the Planning Board's public hearing and the Planning Board found the proposed Schedule of Capital Improvements to be consistent with the balance of the Comprehensive Plan and recommended approval of the Amendment.

NOTICE

The Clerk's office will provide evidence of the notice given of this advertised public hearing.

ANALYSIS

The purpose of a Capital Improvements Element is to provide, in the Comprehensive Plan, policies which will guide the funding and scheduling of improvements to public facilities leading to the construction of such improvements as established in the other elements of the Comprehensive Plan. The statutory authority for the CIE and its annual update provides:

(3)(a) The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.

June 26, 2019

2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.
5. The schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan

Section 163.3177(3), F.S.

Ordinance 2019-05, the proposed new Schedule of Capital Improvements in the Capital Improvements Element is also attached, (Attachment B).

June 26, 2019

As the Board is aware, a Capital Improvements Plan or Program (CIP) is a mid-range plan, by statute in Florida covering at least five years, which identifies capital projects to be undertaken and equipment purchases to be made within the plan period. The CIP should also schedule and identify options for financing the identified expenditures. In summary, the CIP is the link between the Town's comprehensive plan and the Town's annual budget. Attachment C is a summary of the interaction between a comprehensive plan and a CIP.²

Given the nature and size of the Town, and the threshold in CIE Policy 1.1.1 of \$50,000 for an expenditure to be considered as a capital expenditure, there are a limited number of items that are subject to inclusion in the CIE. However, the State has identified, (Attachment D), a number of tasks to be accomplished in the annual CIE update.³ These tasks include:

- the necessary capital projects must still be listed in the schedule, projected revenue resources identified, and the project listed as “funded” or “unfunded” and assigned with a level of priority for funding. [163.3177(3)(a)4., Florida Statutes].
- Section 163.3164(7), Florida Statutes, “definitions” – establishes the definition of “capital improvement”. Note that the definition states that capital improvements are to be physical assets, excluding items like operation and maintenance services and studies. There is no requirement to include these types of non-physical asset expenditures in the Schedule of Capital Improvements (however, there is no prohibition either);
- Section 163.3177(3)(a), Florida Statutes, explains the purpose and the requirements of the Capital Improvements Element: “to consider the need for and location of public facilities...to encourage the efficient use of such facilities.” These provisions require that the capital improvement projects, which are necessary to ensure that adopted level of service standards for public facilities will be achieved and maintained for the five-year period, will be adopted into the Schedule of Capital Improvements;

² Although this is an older document from Wisconsin, the applicable process and relationship remain relevant today.

³ Attachment B reflects the 2011 amendments to Chapter 163, Florida Statutes, which remains the governing law today.

June 26, 2019

- Section 163.3180, Florida Statutes, Concurrency, establishes that sanitary sewer, solid waste, drainage and potable water are the only public facilities subject to statewide concurrency requirements. Based upon the recent statutory changes, application of concurrency requirements are now optional for parks and recreation, public schools and transportation. ...

Since the Town is served by Pinellas County for water and sewer service and by a private contractor for solid waste disposal, the only mandatory issue to be dealt with in the CIE is drainage. There are no Level of Service (LOS) issues on the Town roads (or on Gulf Boulevard for that matter). However, the Town has drainage issues which should be addressed in the Comprehensive Plan, including in the CIE.

In the last several months, the Town has engaged Lynn Townsend Burnett of LTA Engineering to provide specialized engineering services to the Town with respect to stormwater management issues. Ms. Burnett's mandate also includes procuring grants for the Town for stormwater improvements and Ms. Burnett contributed to the preparation of the attached schedule.

The Town has an enterprise fund for stormwater issues. That fund generates about \$93,000 per year, some of which is presently used for stormwater facility maintenance and the balance is placed in general reserves.

For the 2018/2019 Fiscal Year, at the suggestion of Commissioner Dorgan, the Finance Committee recommended establishing a capital budget for stormwater issues of \$100,000 per year. The Planning Board agreed and the Town Board adopted that figure in the Schedule of Capital Improvements adopted by Ordinance 2018-09. (Attachment E, Ordinance 2018-09.)

In support of the updated Schedule of Capital Improvements (Attachment B, Ordinance 2019-05, Table 1), the Income Fund categories have been updated to include a line item for Stormwater Grants. There are several potential grant sources that are available and one specific grant that has already been sought. These are matching types of funding that are reimbursable to the Town upon completion of their programmed Drainage Upgrades.

The Town's 2019/20 grant application to the Tampa Bay Environmental Restoration Fund (TBERF) was unsuccessful; however, the Tampa Bay Estuary Program (TBEP) staff have identified the Town's project as a strong fit for their Adaptation Improvements Pilot Program. This program will fund what is essentially the same project for which TBERF funding was previously sought. TBEP Staff have already presented the pilot program to their Management and Policy Boards and will be in contact with the Town once their contract with EPA for the project has been executed. In addition, a SWFWMD grant for stormwater improvements will be sought for FY 2020/2021 funding.

June 26, 2019

This schedule will be re-evaluated and updated each year as additional grant funds become available.

STAFF RECOMMENDATIONS

Staff recommends that the **TOWN BOARD ADOPT ORDINANCE 2019-05, THE ANNUAL UPDATE TO THE SCHEDULE OF CAPITAL IMPROVEMENTS IN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN, ON FIRST READING, SUBJECT TO COMMENTS THAT MAY BE RECEIVED AT THE PUBLIC HEARING.**

DC/RBMcL/m

C:\MTC\Redington Beach\Town Board\2019-07-03\RB TB 2019-07-03 CIE Sch.wpd

ATTACHMENT A
CURRENT CAPITAL IMPROVEMENTS ELEMENT

ATTACHMENT B
PROPOSED CAPITAL IMPROVEMENTS SCHEDULE

ATTACHMENT C
RELATIONSHIP BETWEEN CAPITAL IMPROVEMENTS PLAN
AND CAPITAL IMPROVEMENTS ELEMENT

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ATTACHMENT D
DEPARTMENT OF ECONOMIC OPPORTUNITY
CAPITAL IMPROVEMENTS ELEMENT GUIDANCE

ATTACHMENT E
CURRENT CAPITAL IMPROVEMENTS SCHEDULE

ORDINANCE NO. 2019 - 06

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE TOWN CODE CONCERNING NUISANCES TO REMOVE OUTDATED, UNENFORCABLE OR PREEMPTED PROVISIONS AND TO INCORPORATE CURRENT STATE AND FEDERAL LAW REQUIREMENTS; CREATING NEW REGULATIONS CONCERNING THE DISTRIBUTION OF WRITTEN OR PRINTED MATERIALS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town Board of Commissioners (the Commission) regularly adopts ordinances amending the Code; and

WHEREAS, however, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, in light of the foregoing, the Commission has charged the Town Attorney with the task of conducting a complete review of the Town's Code (excluding the Land Development Code) and to bring forward any recommended revisions to the Code which would alleviate any of the aforementioned potential concerns with the Code's current text; and

WHEREAS, the Town has over time received regular and numerous complaints from residents and owners of residential units associated with the unsolicited distribution of written/printed materials at such locations; and

WHEREAS, in light of the growing frequency of these complaints the Commission has asked the Town Attorney to prioritize revision of Chapter 12 of the Town Code, addressing nuisances, which could address these complaints; and

WHEREAS, Florida Statutes § 823.01 provides that all nuisances that tend to annoy the community, injure the health of the citizens in general, or corrupt the public morals are misdemeanors of the second degree; and

WHEREAS, the Florida Supreme Court, in *Thompson v. State*, 392 So.2d 1317 (Fla. 1981), confirmed that a public nuisance violates public rights, subverts public order, decency or morals, or causes inconvenience or damage to the public generally, and that legislative bodies have broad discretion to designate a particular activity to be a public nuisance, and that government, in

the exercise of its police power, has authority to prevent or abate nuisances in order to protect the lives, health, morals, comfort and general welfare of its citizens; and

WHEREAS, the Florida Supreme Court, in *Orlando Sports Stadium v. State*, 262 So.2d 881 (Fla. 1972), recognized the difficulty of writing specificity into nuisance statutes since it is not possible to define comprehensively “nuisances” as each case must turn upon its facts and be judicially determined; and

WHEREAS, with respect to the regulation of distribution of written/printed materials, the Commission acknowledges that such regulation must comply with First Amendment standards established by the courts, including the necessity that such regulation be content-neutral, serve a significant government interest, be narrowly tailored to serve that government interest, and leave open ample alternative channels of communication; and

WHEREAS, in *Bowen v. Winterle*, 159 Fla. 330, So.2d 536 (1947), the Florida Supreme Court has held that the right of a municipality to remove shade trees in public streets when necessary for the improvement of said streets, and without liability to an abutting owner, is not open to question, and that municipalities are vested with a broad discretion in matters relating to the public streets and the removal of trees therefrom, then necessary or desirable for the improvement of the street, or to abate a nuisance; and

WHEREAS, the case of *Florida Dept. of Agriculture and Consumer Services v. Lopez-Brignoni*, 114 So.3d 1138 (Fla. 3rd DCA 2012) confirms that governmental removal of a healthy, non-commercial tree from residential property will require full compensation; and

WHEREAS, the case of *DA Mortg., Inc. v. City of Miami Beach*, 486 F.3d 1254 (11th Cir. 2007), ruled that sound ordinances addressing “unnecessary and excessive” noises and prohibiting persons from creating noises in such a manner “as to disturb the peace, quiet and comfort of the neighboring inhabitants” are not unconstitutionally vague or overbroad; and

WHEREAS, the Florida Supreme Court, in *State v. Catalano*, 104 So.3d 1069 (Fla. 2012), ruled that the “plainly audible” standard when regulating car stereo noise is not unconstitutionally vague; and

WHEREAS, the *Catalano* court also ruled that a ban on amplified sound that can be heard beyond twenty-five feet of a motor vehicle, unless that sound comes from a business or political vehicle, was an unconstitutional regulation of the content of speech; and

WHEREAS, the Town Attorney has recommended that the Commission make the revisions to Chapter 12 of the Town Code as are set forth in this Ordinance both to accomplish the overall goals of the Code revision project and to address the issue of unsolicited residential distribution of printed/written materials; and

WHEREAS, the Commission has considered the Town Attorney’s recommendations and finds them to be consistent with the goals of the Commission; and

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

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

Section 1. Article I of Chapter 12 of the Redington Beach Town Code is hereby amended to read as follows:

Chapter 12 – NUISANCES

ARTICLE I. - IN GENERAL

Sec. 12-1. Public nuisance definition.

For purposes of this chapter, the wordphrase "public nuisance" shall mean engaging in conduct, failing to act, is defined as the doing of an unlawful act, or the omitting to perform a duty, or the creating, suffering or permitting of any condition or thing to be or exist, which conduct, act, failure to act, omission, or creation, suffering or permitting of the condition or thing either:

- (1) Injures or endangers the health or safety of the publicothers;
- (2) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage facility;
- (3) Cause inconvenience or damage to the public generally, including Unreasonably interference with the public's comfortable enjoyment of life and property, or tends to depreciateion of the value of the public's the property of others; or
- (4) Violates public rights, subverts public order, decency or moralsIs declared by ordinance to be a nuisance.

Sec. 12-2. Public nuisances declaredEnumeration.

The following conduct or conditions are declared to be public nuisances;It shall be unlawful for any person to do, perform, have, allow, suffer or permit any of the acts, occurrences or conditions enumerated in this section within the limits of the town. All of such acts, occurrences and conditions are deemed to be nuisances, and may be abated pursuant to article II of this chapter. The enumeration is merely indicative of the nature and type of acts, occurrences or conditions sought to be prohibited under this section, and shall not be deemed to be exclusive.

- (1) To allow, suffer or permit palmetto scrub, wWeeds, vines, bushes, grass, thistles or other plant material rank or noxious vegetable growth to grow or otherwise accumulate upon any occupied or vacant residential or commercial landpremises within the town, including adjacent or upon any rights-of-way in a manner, which create foul odors, substantially obscures the view from the road of the primary structure on the land, includes nuisance exotic plants prohibited by law, create a fire hazard, impedes use of sidewalks, prevents

access to water, gas or electric meters, harbor or allow for the propagation of rodents or mosquitos, creates a substantial visual obstruction for persons operating vehicles or bicycles on roads or bicycle lanes or, which allows grass or other ground cover to grow higher than six inches tall adjacent to such property, regardless of whether such premises are occupied or unoccupied.

- (2) B~~To allow, suffer or permit any buildings or structures which are left in a by act of God, fire, decay or other cause may become structurally dangerous, unsafe, dilapidated or unsanitary to remain in such dangerous, unsafe, dilapidated or unsanitary condition and for which reconstruction, renovation, restoration or demolition has not been performed without forthwith doing and performing all things necessary to cause such building or structure to be reconstructed, restored, torn down or removed, in conformity with applicable laws or~~ **and regulations of the town which may be applicable in respect thereto.**
- (3) Standing or ~~To allow, suffer or permit any stagnant water, including sewage and stormwater, which has to accumulated or stand upon the surface of the ground or upon or within any receptacle or structure existing deposited or erected either above or below the ground, which creates noxious odors visually obscures pedestrian or vehicular traffic, or allows without exercising necessary precautions to prevent the propagation of mosquitoes therein.~~
- (4) Privately-owned ~~To neglect or fail to keep in a state of good repair any sidewalks, footways, or footother pavement areas commonly used or expected to be used by members of the public including invitees, emergency responders, mail and parcel delivery personnel, utility workers, or other persons with a lawful right to traverse same, where same are not in a state of good repair such that a safety hazard exists, situated upon any public lands lying immediately adjacent to the abutting private property by the party owning, occupying or having the custody of such abutting premises.~~
- (5) ~~To allow or permit or fail to remove anything which might be considered unsanitary, by keeping, maintaining, allowing to exist or permitting anything whereby the life or health of any person may be threatened or impaired or by which or through which, directly or indirectly, disease may be caused or the environment of any person rendered unclean or unwholesome.~~
- (6) Motor v~~To allow the owner or occupant or family member of any residential or commercial area of the~~ **hicles (including motorcycles) town to parked, kept or stored or keep upon his premises, in the open or in the street, right-of-way, or on private land or area adjacent thereto, any vehicle which is not in mechanical operating condition for immediate locomotion under its own power, or any derelict or junk vehicle, or to create or permit the use of any part of his premises to be used for the storage or parking or the presence thereon of any motor vehicle which are not currently licensed and registered as required by state law.**
- (6) ~~or not mechanically capable of immediate operation under its own automotive power, or to permit the storage upon the property of rubbish, old cars or old unlicensed b~~ **Boats, or parts of boats or old trailers, or parts thereof or parts of trailers, parked, kept or stored in the street, right-of-way, or on private land which are not in seaworthy or otherwise in safe**

operating order, or which are not currently licensed and registered as required by state law or any other materials thereof.

- (7) Building materials, construction debris, carpets, furniture, household appliances, lawn furniture, garbage or rubbish which has accumulated on any private land, including any adjoining right-of-way or street, other than those materials lawfully placed at designated locations to be retrieved and removed by waste or recycle services for proper disposal. To permit or to have on one's property or the adjoining public right of way or easement any trees, bushes and shrubbery which will impair the view of oncoming traffic at a street intersection and which constitute a hazard to traffic.
- (8) To allow, suffer or permit any accumulation of branches, cuttings, leaves, palm fronds, and grass or weeds with an overall height in excess of 12 inches, litter or combustible or flammable waste, rubbish or debris of any kind in any courtyard, vacant lot or open space. If such materials are not removed by the town's regular authorized trash pickup service, removal shall be the responsibility of the property owner.
- (9) To allow, suffer or permit any wornout, scrapped, partially dismantled, nonoperative, unusable or discarded materials or objects such as automobiles or parts thereof, building materials, carpets, furniture, household appliances, lawn furniture, lumber, machinery, metal, wastepaper or vehicles, boats or parts thereof in any court, yard, vacant lot or open space. If such materials are not removed by the town's regular authorized trash pickup service, removal shall be the responsibility of the property owner.

Sec. 12-3. - Littering.

It shall be an unlawful public nuisance for any person to deposit any trash, rubbish or unsightly matter whatsoever on any of the streets, sidewalks or public easements of the town or on the public squares and parks or other public property of the town, or in the Gulf of Mexico or waters of Boca Ciega Bay within the town limits, or upon the residential or commercial premises or property of any other person or entity.

Sec. 12-4. - Burning or burying of garbage.

It shall be an unlawful public nuisance for any person to cause or permit garbage (including landscape or construction debris) to be burned upon any residential or commercial property premises within the town, or to bury such garbage on any residential or commercial property within the town except on such property as the town may, from time to time, designate for such purposes in compliance with rules established by the town and state and federal environmental regulations.

Sec. 12-5. -- Burying garbage.

It shall be unlawful for any person to bury garbage or other material which has become or is reasonably likely to become a nuisance or menace or threat to health within the town, except in

~~such areas or confines of the town as may, from time to time, be set aside and designated for the burial or disposal of garbage, and in compliance with rules prescribed by the board of commissioners.~~

Sec. 12-65. - Transport of garbage over streets.

~~Unless a person or entity shall have been specifically authorized and licensed by resolution of the board of commissioners to do so, it shall be an unlawful public nuisance for any person or entity to transport garbage over the public streets or alleys of the town, except where such transportation is for the purpose of delivering having the garbage to a location designated by a pick up site, or except when the person or entity is passing through the town and is transporting garbage under the authorization of another governmental entity, or except when a person or entity is hauling personally owned/generated waste to an authorized landfill and dispose of the garbage. This section shall be liberally construed to protect the public health, safety and general welfare.~~

Section 2. Article II of Chapter 12 of the Redington Beach Town Code is hereby amended to read as follows:

ARTICLE II. - ABATEMENT OF PUBLIC NUISANCES PROCEDURE

Sec. 12-31. - Procedure Abatement.

~~In addition Any of the acts, occurrences or conditions prohibited in this chapter that have happened or exist shall be abated to being addressed through the code enforcement procedures set forth in article III of pursuant to chapter 2, article II [III] of this Code, the town's law enforcement agency is authorized to seek prosecution as a second degree misdemeanor of any public nuisance as authorized by Florida Statutes § 823.01. The board of commissioners may also authorize the town attorney to file a civil action for an order enjoining and requiring abatement of a public nuisance.~~

Section 3. Article III of Chapter 12 of the Redington Beach Town Code is hereby amended to read as follows:

ARTICLE III. - TREES, AND VEGETATION

Sec. 12-57. - Definitions.

Canopy. Leafy portion of trees.

Park trees. Trees, shrubs, bushes and all other woody vegetation in public parks and all areas owned by the town or to which the public has free access as a park.

Street trees. Trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the town.

Trees. Any self-supporting, woody plant including royal palms and cabbage palms of a species which normally grow at maturity to an overall height of a minimum of 12 feet.

Vegetation. Plant growth other than trees including but not limited to sod, ground cover, vines, hedges and shrubs.

Sec. 12-58. — Tree removalPermitting.

(a) In furtherance of the protection of public safety and the avoidance of property damage, and so as to ensure the landscaping requirements in this code are complied with, no person or entity shall remove A removal permit for the removal of any trees measuring more than 12 feet above existing grade without first obtaining a tree removal permit from the town, except for trees the town removes from town parks. The fee for such permit will be established by the board of commissioners from time to time.

~~will be required, except for removing Australian Pine, Brazilian Pepper and Punk Trees as these are prohibited from being planted (see section 12-60) or park trees within the town, without first applying for and procuring an business tax receipt. The receipt fee shall be \$30.00 annually in advance, provided, however, that no receipt shall be required of a public service company or its agents and homeowners. Before any receipt shall be issued, each applicant shall first file evidence of liability insurance in the minimum amount of \$50,000.00 for bodily injury and \$100,000.00 for property damage indemnifying the town. Applications for permits and receipts for removal of trees may be acquired in the town hall. The business tax payer is responsible for the removal and cleaning up of all trunks, limbs and debris there from.~~

(b) After an application is filed to remove a tree and all applicable requirements are complied with, a permit shall be issued if one or more of the following criteria is met:

1. The tree presents a safety hazard to public or private property due to proximity to an existing structure. The applicant may provide a written report bearing the signature of a licensed engineer to support the application; or
2. The tree is diseased, injured, or in declining condition with no reasonable assurance of regaining vigor, and the applicant provides a written report bearing the signature of a certified arborist; or
3. The tree is located in an area where a structure or improvement will be placed, or which serves as an access point to a site, according to an approved plan and the applicant provides a written report bearing the signature of a licensed architect, licensed landscape architect, or licensed engineer providing a determination that

the proposed structure, improvement, or access point cannot be reasonably redesigned to preserve the Grand tree; or

4. The tree is within a site which has the minimum number of trees required by the town code and removal of the tree will allow the site to be used in a manner which is consistent and compatible with properties of the same use and similar size in the abutting blocks of the same zoning district; or

5. The removal of the tree is reasonably necessary to allow solar access for the efficient operation of solar-dependent technologies including solar collection and solar hot water systems. The applicant shall provide supporting documentation from a solar collection and solar hot water system installer, or other credible source, such as a government agency with expertise in solar dependent technologies or licensed architect, licensed landscape architect or licensed engineer, confirming there is no reasonable alternative location for the equipment or reasonable option to trim the trees.

(c) Decisions of the building code administrator to grant or deny a tree removal permit shall be appealable to the board of commissioners, which shall render a final decision on any such appeal.

Sec. 12-59. -- Prohibited tree planting.

(a) No trees may be planted within six feet of a municipal sewer line.

(b) It is unlawful to plant or cause to be planted, or to sell or offer for sale, within the town limits the following prohibited exotic and nuisance plant species. Any development or redevelopment which is required to obtain a landscaping permit or file a landscape plan shall remove all prohibited trees on the property and abutting right-of-way and shall include a plan to prevent re-growth prior to approval of a certificate of occupancy. Planting of hedges shall be governed by chapter 6, article X of this Code.

PROHIBITED TREES

Common

Scientific

<u>Acacia earleaf</u>	<u>Acacia auriculiformis</u>
<u>Australian pines, all</u>	<u>Casuarina spp.</u>
<u>Brazilian pepper</u>	<u>Schnius terebinthifolius</u>
<u>Carrotwood</u>	<u>Cupaniopsis anacardioides</u>

<u>Chinaberry</u>	<u>Melia azederach</u>
<u>Chinese tallow</u>	<u>Triadica sebifera</u>
<u>Lead tree</u>	<u>Leucaena leucocephala</u>
<u>Punk</u>	<u>Melaleuca quinquenervia</u>
<u>Strangler fig</u>	<u>Ficus aurea</u>

- (c) Any new growth at the location of an already removed prohibited tree must be eradicated by the property owner at the owner's expense within thirty (30) days of the growth becoming known

Sec. 12-60. — Landscape wasteCutting or clearing — Authority.

Tree trunks and limbs, trunks, and tree roots and root balls produced as a result of tree maintenance or removal on private property will not be removed by the town's refuse collection company.; Therefore, tree and vegetation removal of such material shall be is the responsibility and obligation of the property owner. An owner cannot satisfy this obligation by placing such materials into an adjoining right-of-way but must instead arrange for the transportation of such material to a designated brush site or landfill capable of receipt of such materialsIt is also prohibited to transport plantings and debris from private property to the town for removal by the town's refuse collection company.

The building code administrator and code enforcement shall have the authority to make inquiry into the necessity and need for clearing, cleaning or cutting grass, weeds or wild growth upon any property within the town. If, upon inquiry, it is determined that it is necessary for the protection of the health and public safety of the town and its residents that such clearing, cleaning or cutting of grass, weeds or wild growth be done, the nuisance shall be abated pursuant to chapter 2 of the Code. A 14 day notice will be given to the homeowner by certified mail or hand-delivered to owner for signature. If the violation is not rectified, the town will correct the violation and the homeowner shall be liable for the cost.

Sec. 12-61. — Prohibited trees.

Due to the prolific nature, toxicity to native vegetation, imminent threat to natural communities and the propensity for causing aggravation to people from noxious plant species, it shall be the intent of this article to eradicate from all areas of the town, the following plant species:

Brazilian Pepper, Punk and Australian Pine trees. Any new growth of these species must be removed at the owners expense or penalties will apply within one year after growth begins.

Sec. 12-631. - Tree care on public right-of-ways and town property.

- (a) *Street trees.* Street tree species to be planted may be those selected from "Urban Trees of Florida" distributed by the Florida Department of Agriculture. No species other than those included in this publication shall be planted and in keeping with Article XII "Habitat Management of Landscaping" Ordinance of Pinellas County. Setbacks must be six feet from municipal sewer line.
- (b) *Public tree care.* The town shall have the right to plant, prune, maintain and remove trees and other vegetation within the lines right-of-way boundaries of all streets, alleys, avenues, lanes, squares, cul-de-sacs, causeways and public grounds as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The town may, under the guidance of a certified arborist with the cost thereof to be charged to the town's budget, remove or cause to order to be removed under the guidance of a certified arborists with the cost thereof to be charged to the town's budget, any tree or other vegetation which is in an unsafe condition or which by its nature is injurious to sewers, electric power lines, gas lines, water lines or other public improvement or is infected with any injurious fungus, insects or other pests.
- (c) *Tree topping.* It shall be unlawful as a normal practice for any person or firm to top any street tree, park tree or other tree on public property except where authorized by the town. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter with the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Palm trees shall be trimmed under the guidelines as published by the Pinellas County Cooperative Extension Service.
- (d) *Pruning corner clearance.* Every owner of any tree or other vegetation overhanging any street or right-of-way within the town shall prune the branches so the branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection so that there shall be clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or hazardous trees; and broken or decayed limbs which constitute a menace to the safety of the public or property. The town shall have the right to prune any tree or other vegetation on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

Sec. 12-642. - Dead, diseased and hazardous trees removal on private property.

In the event the town code enforcement officer (with the assistance as necessary of a certified arborist or county extension agent) finds that a tree situated on private property is dead, diseased, infected, harboring invasive or destructive insects or a disease which have the realistic potential to spread to or to threaten other trees within or proximate to the town, or which, due to its condition presents a present hazard to life or property, such tree shall be deemed to be a public nuisance and the owner thereof shall remove said tree at owner's expense within 30 days after the written notice of the violation has been served on the owner. If, in the judgment of the code enforcement officer, the tree's condition is the result of a tropical storm, the owner may be given up to 60 days to

~~accomplish the removal. In the event of failure of the owner to comply with the requirement to remove the tree, the nuisance shall be abated pursuant to § 12-31 of this code. The town shall have the right to cause the removal of any dead, diseased or hazardous trees on private property within the town when such trees constitute a hazard to life and property or harbor infections or disease which are a potential threat to other trees in the town. Removal shall be done by the owner of said trees at their expense within 30 days after the written notice of the violation has been served on the owner. However, the removal period will be extended after a very severe storm up to 60 days. In the event of failure of the owner to comply with such notice of violation, the nuisance shall be abated pursuant to chapter 2 of the Code of Ordinances and cost of the removal will be the responsibility of the owner.~~

Section 4. Article IV of Chapter 12 of the Redington Beach Town Code, addressing *Noise*, inclusive of § 12-81 through and including § 12-96, is hereby repealed in its entirety.

Section 5. A new Article IV of Chapter 12 of the Redington Beach Town Code, addressing *Noise*, inclusive of § 12-80 through and including § 12-83, is hereby created to read:

ARTICLE IV. – NOISE

Sec. 12-80. - Definitions.

All words or phrases used in this article which are not defined below and are of a technical nature shall be defined according to applicable publications of the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) or their successor bodies, where same have been defined.

Adjacent: Shall mean to have property lines, or portions thereof, in common or facing each other across a street, or right-of-way.

A-weighted sound level (dBA): The sound pressure level in decibels as measured using A-weighting network on a sound level meter that meets the standards set forth in ANSI Standard S1.4-1983 (or more recent version). The level so read is designated "dBA."

Ambient sound: The surrounding or steady background sound in a particular location as distinct from the specific noise being measured.

C-weighted sound level (dBC): The sound pressure level in decibels measured using the C-weighting network on a sound level meter that meets the standards set forth in ANSI Standard S1.4-1983 (or more recent version). The level so read is designated "dBC."

Construction activity: Any site preparation, assembly, erection, substantial repair, alteration, or improvement of realty, whether publicly or privately owned, and whether above ground or below ground.

Continuous sound: A sound which remains essentially constant in level during a period of observation.

Decibel (dB): The practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound (twenty [20] micropascals); abbreviated "dB."

Emergency: Any occurrence or set of circumstances involving actual or imminent physical trauma to human beings or living creatures or property damage which necessitates immediate attention.

Emergency work: Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, including work necessary to restore property to a safe condition following an emergency.

Impulsive sound: Any sound or vibration that has an abrupt increase immediately followed by an abrupt decay.

Leq: The average sound level.

Noise: Any sound which annoys or disturbs a reasonable person of ordinary sensibilities or causes or tends to cause an adverse physical or psychological effect on humans. "Noise" includes, but is not limited to, low frequency sounds that can induce vibration in structures or human beings.

Noise disturbance: Any sound or vibration which:

- (a) May disturb, annoy, or be harmful or injurious to the health or welfare of a reasonable person of ordinary sensibilities; or
- (b) Exceeds the maximum allowable limits set forth in this article.

Person: A natural person, any corporation, firm, association, joint venture, partnership, or any other entity whatsoever or any combination of such, jointly and severally.

Public right-of-way: Any street, avenue, boulevard, highway, sidewalk or alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space: Any real property or structure thereon normally accessible to the public which is owned or controlled by a governmental entity.

Real property line:

- (a) The imaginary line along the ground surface, including its vertical extension that separates one parcel of real property from another; or
- (b) The vertical and horizontal boundaries of a dwelling unit that is one unit in a multi-dwelling-unit building.

Receiving land: The property which receives the transmission of sound.

Residential area: Any area within the town that is designated for residential use pursuant to the town's land development code.

School: This term shall have all of the same meanings as set forth in the town's land development code.

Short duration and non-repetitive: Any sound with a duration of less than thirty (30) seconds.

Sound: A temporal and spatial oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound analyzer: A device for measuring the octave band level of a sound as a function of frequency.

Sound level: The conversion of sound pressure to a logarithmic measure called the decibel.

The criteria required to properly define the sound level limits include the following:

1. The actual sound level limit with the frequency weighting to be used, such as A-weighting or C-weighting (i.e. 55 dBA, 60 dBC, etc.).
2. The acoustical metric to be used, such as real time measurement using fast/slow time constant, an average sound level (L_{eq}), a maximum sound level (L_{max}), etc. or a combination of multiple metrics.
3. The time duration of the measurement (i.e. instantaneous, time average, percentage of time sound level is not to be exceeded, etc.).

Sound level or noise meter: An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting networks used to measure sound pressure levels. The output meter reads sound pressure level when properly calibrated, and the instrument is of type 2 or better, as specified in the American National Standards Institute publication S1.4-1983 or its successor publication.

Sound pressure: The instantaneous difference between the actual pressure and the average or barometric pressure at a given location.

Sound pressure level: Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micronewtons per square meter ($20 \times 10^{-6} \text{ N/m}^2$). The sound pressure level is expressed in decibels.

Vibration: A temporal and spatial oscillation of displacement, velocity and acceleration in a solid material.

Sec. 12-81. - Exemptions.

The following activities or sources are exempt from the requirements of this article:

- (1) The emission of sound or noise for the purpose of alerting persons to the existence of an emergency or in the performance of emergency work.
- (2) Operation of equipment or conduct of activities normal to residential or agricultural communities as set forth herein:

Description	Hours of Operations

a.	<u>Lawn care, soil cultivation, domestic power tools, lawn mowers, maintenance of trees, hedges, gardens, saws and tractors, street sweepers, mosquito fogging, tree trimming and limb chipping and other normal community operations</u>	<u>7:00 a.m. to 10:00 p.m.</u>
b.	<u>Operation of equipment for solid waste and recycling collection in or adjacent to residential uses</u>	<u>6:00 a.m. to 6:00 p.m.</u>
c.	<u>Operation of equipment for solid waste collection in nonresidential locations</u>	<u>4:00 a.m. to 10:00 p.m.</u>

(3) The usual sounds or noises of construction and operation of construction equipment between the hours of 7:00 a.m. to 8:00 p.m.

- (4) Motor vehicles operating on a public right-of-way in compliance with Florida Statutes Chapter 316 and § 403.415. This exception shall not apply to amplified sound produced by the sound system speakers or other electrical or mechanical sound making device or instrument from within the motor vehicle so that the sound is plainly audible from fifty (50) feet from the source vehicle. In determining whether a sound is plainly audible:
- a. The primary means of detection shall be by means of the officer's ordinary auditory senses, so long as the officer's hearing is not enhanced by any mechanical device, such as a microphone or hearing aid; and,
 - b. The officer must have a direct line of sight and hearing to the motor vehicle producing the sound so that he/she can readily identify the offending motor vehicle and the distance involved; and,
 - c. The officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound.
- (5) Any residential unit with air-conditioning or pool pump equipment when in reasonable mechanical condition operating with the standard sound and vibration control systems typically provided by the manufacturer in a sound level not to exceed sixty (60) dBA or sixty-five (65) dBC. Air conditioning units are presumed to be in reasonable mechanical condition if the unit meets the sound specifications contained in the Air Conditioning, Heating, and Refrigeration Institute's ("AHRI") Applied Directory of Certified Product Performance Variable Air Volume terminals.
- (6) Any aircraft operating in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instructions used pursuant to and within the duly adopted federal air regulations.
- (7) Between the hours of 7:00 a.m. and 11:00 p.m., the emission of sound or noise from lawful and proper activities on park or school grounds and places primarily used for athletic contests and sporting events.

- (8) Fireworks displays, special events, and events for which all required permits have been obtained in compliance with any conditions imposed by a permit that has been issued by the relevant jurisdiction.
- (9) Impulsive sound.

Sec. 12-82. - Prohibited acts.

The occurrence of the conditions, acts or omissions as described in subsection (1) or (2) of this section shall constitute a violation of this article. Requirements in any one of the said subsections stand alone. Measurements described in subsection (2) shall constitute *prima facie* evidence of a violation of this article. However, such measurements are not necessary for enforcement of this article, i.e., neither sound measurements and maximum permissible sound levels as provided in subsection (2) nor any other type of sound measurement are necessary to prove a violation of subsection (1) of this section so long as evidence exists sufficient to establish that the sound constitutes a noise disturbance pursuant to the applicable standard of proof.

- (1) Noise disturbance. Notwithstanding any other provision of this article, and in addition thereto, it shall be unlawful for any person to make or continue, or cause or permit to be made or continued, any noise disturbance, as defined in § 12-80.
 - a. Standards. The standards to be considered in determining whether a violation of subsection (1) of this section exists must include consideration of one or more of the following factors:
 - 1. The sound level of the noise.
 - 2. The intensity of the noise.
 - 3. Whether the nature of the noise is usual or unusual.
 - 4. The volume and intensity of the ambient sound, if any.
 - 5. The proximity of the noise to residential sleeping facilities.
 - 6. The nature and zoning of the area from which the noise emanates.
 - 7. The nature and zoning of the receiving land.
 - 8. The time of the day or night the noise occurs.
 - 9. The duration of the noise.
 - b. Persons affected. Persons affected include residents, passersby, or code enforcement officials, law enforcement officials, or others who may be reasonably disturbed by excessive noise in the general conduct of their affairs.
- (2) Maximum permissible sound levels.
 - a. Sound level limits pursuant to this section shall be measured with a sound level meter as a Leq (average sound level) for a minimum thirty (30) second period of time.

- b. Sound level limits. No person shall generate or cause to be generated from any source, sound which, when measured in accordance with the requirements of subsection (d) of this section, exceeds:
1. Sixty (60) dBA or sixty-five (65) dBC during the hours between 7:00 a.m. and 11:00 p.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 7:00 a.m. to 12:00 midnight.
 2. Seventy-two (72) dBA or seventy-seven (77) dBC if the receiving land is a residential use adjacent to a commercial use during the hours between 7:00 a.m. and 11:00 p.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 7:00 a.m. to 12:00 midnight.
 3. Fifty-five (55) dBA or sixty (60) dBC during the hours between 11:00 p.m. and 7:00 a.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 12:00 midnight to 7:00 a.m.
- c. Correction for character of sound. For any source of sound which emits a continuous sound, the maximum sound level limits set forth in subsection (2)(b) shall be reduced by five (5) dBA. For any source of sound which is of short duration and is nonrepetitive, the maximum sound level limits set forth in subsection (2)(b) shall be increased by five (5) dBA from 7:00 a.m. to 11:00 p.m.
- d. Correction for ambient sound. Corrections for ambient sound should be made in accordance with applicable ASTM standards.
- e. Methods of measurements.
1. The measurement of sound shall be made with a decibel or a sound level meter operating on the "A" or "C"-weighted scale of any standard design and quality meeting the standards prescribed by the American National Standards Association. The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as to not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone should be used when required. Traffic, aircraft, and other background ambient sounds shall not be considered in taking measurements except where such ambient sound interferes with the primary noise being measured.
 2. If the receiving property is an agricultural area the measurement shall be made within thirty (30) feet of a receiving occupied structure or facility approximately five (5) feet above ground.
 3. For all other properties, the measurement shall be made within the boundary of the receiving property as appropriate approximately five (5) feet above ground.
 4. Acoustical measurements should be made in general conformance with ASTM Standard E1503-06 (or most recent) Standard Test Method for Conducting

Outdoor Sound Measurements Using a Digital Statistical Sound Analysis System or ANSI Standard S1.13, Measurement of Sound Pressure Levels in Air, with regard to addressing issues such as measurement equipment, equipment interferences, calibration of the equipment, and measurement procedures.

Sec. 12-83. - Enforcement and penalties.

- (1) Enforcement. The provisions of this article shall be enforced throughout the town. The sheriff and his or her deputies are hereby designated as code enforcement officers for purposes of enforcing the provisions of this article within their respective jurisdictions and are fully authorized to enforce the provisions of this article. Enforcement methods may be any of those procedures set forth in article III of chapter 2 of this code.
- (2) Except as set forth in subsection (4) below, when a code enforcement officer or law enforcement officer has reasonable cause to believe that a violation of this article has occurred, based upon personal investigation, he or she shall provide notice to the person that the person has committed a violation of this article and shall establish a reasonable time period within which the person must correct the violation. Absent special circumstances, a reasonable time period shall be fifteen (15) minutes. If, upon personal investigation, a code enforcement officer or law enforcement officer finds that the person has not corrected the violation within a reasonable time period, they may engage in any of the enforcement actions set out in section (1).
- (3) A notice issued under any section of this article may be contested by requesting a hearing before the code enforcement special magistrate. However, the pendency of a hearing on the contested notice shall not entitle the person to continue any activity which formed the basis of the alleged violation, unless and until the special magistrate rescinds such notice.
- (4) A code enforcement officer or law enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a citation summons, notice to appear, or prior to making an arrest, and may immediately take such action if a repeat violation within three hundred sixty-five (365) days is found or if the code enforcement officer or law enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, the violator is engaged in violations of an itinerant or transient nature, or if the violation is irreparable or irreversible.

“Repeat violation” is a violation of this article by a person who has been previously found by the code enforcement special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating this article, notwithstanding the violations occur at different locations.

Additionally, payment of a civil citation, failure to pay the civil penalty or failure to contest the citation within the time frame specified on the citation shall be deemed an admission of a violation of this article for the purposes of a repeat violation.

Due to the mobile nature of motor vehicles, violations involving amplified sound produced by a radio, tape player, CD player, or other mechanical soundmaking device or instrument from within motor vehicles are deemed *per se* itinerant or transient in nature.

- (5) A violation of § 12-81(4)(a)—(c) of this article shall be a written warning for a first offense, a one hundred dollar (\$100.00) civil penalty for a second offense committed within three hundred sixty-five (365) days of the written warning, and a two hundred fifty dollar (\$250.00) civil penalty for any third or subsequent offense committed within three hundred sixty-five (365) days of the second violation.

For a violation of any other section of this article:

- a. First violation: A code enforcement officer may issue a citation, in accordance with subsections (2)—(4), with a one hundred dollar (\$100.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Florida Statutes § 775.082. A law enforcement officer may issue a citation, in accordance with subsections (2)—(4), with a one hundred dollar (\$100.00) fine, a summons, or a notice to appear in county court or arrest by a law enforcement officer subject to the penalties of a second degree misdemeanor, as provided in Florida Statutes § 775.082.
- b. Second violation: Within three hundred sixty-five (365) days of the first violation, a code enforcement officer may issue a citation with a two hundred fifty dollar (\$250.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Florida Statutes § 775.082. A law enforcement officer may issue a citation with a two hundred fifty dollar (\$250.00) fine, a summons, or a notice to appear in county court or arrest by a law enforcement officer subject to the penalties of a second-degree misdemeanor, as provided in Florida Statutes § 775.082.
- c. Third or subsequent violation: Within three hundred sixty-five (365) days of the second violation, a code enforcement officer may issue a five hundred dollar (\$500.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Florida Statutes § 775.082. A law enforcement officer may issue a citation with a five hundred dollar (\$500.00) fine or effectuate an arrest or issue a citation a summons, or a notice to appear in county court subject to the penalties of a second-degree misdemeanor, as provided in Florida Statutes § 775.082.
- (6) A citation issued under any section of this article shall be contested in county court.
- (7) If the violator elects to contest the citation, he, she or it shall request a hearing through the procedure described on the citation and within the time frame specified on the citation.
- (8) If the violator neither pays the civil penalty nor contests the citation within the time frame specified on the citation, he, she or it shall be deemed to have waived the right to contest the citation and it shall be deemed an admission to the violation. A judgment may be entered against that person for the maximum civil penalty of five hundred dollars (\$500.00) plus applicable fees and costs.

Section 6. A new Article VII of Chapter 12 of the Redington Beach Town Code, addressing *Unsolicited printed/written materials*, inclusive of § 12-140 through and including § 12-141, is hereby created to read:

ARTICLE VII. – UNSOLICITED PRINTED/WRITTEN MATERIALS

Sec. 12-140. – Definitions.

For the purpose of this article, the following definitions shall apply:

Front door. The street-facing entrance(s) to a principal structure. In the event no door faces the street, then any other door of a principal structure nearest the street shall be considered a front door for purposes of this section. The term includes the door of a multi-family dwelling structure which are designed with doors allowing primary apartment/unit entry or exit from within an interior common area.

Porch. An exterior appendage to a principal structure leading to a doorway, including any stairway attached thereto.

Premises. A lot, plot, or parcel of land including any structures, driveways, or other impervious surfaces thereon.

Principal structure. A structure, or combination of structures of primary importance on the premises, and that contains the primary use associated with the premises. The primary use is characterized by identifying the main activity taking place on the premises.

Unsolicited printed/written materials. Any printed or written materials delivered to any premises without the express invitation or permission, in writing or otherwise, by the owner, occupant, or lessee of such premises.

Sec. 12-141. – Unsolicited written/printed materials.

(a) Unsolicited printed/written materials delivered to premises shall be delivered or placed only in the following methods and in the following order:

- (1) By placement in a distribution box or receptacle located on or adjacent to the premises labeled as the designated point of distribution for unsolicited printed/written materials.
- (2) By delivering the materials to an on-duty concierge, security guard, property manager, or other person present on a multi-family premises for subsequent retrieval by residents.
- (3) By causing the materials to be delivered by the United States Postal Service.
- (4) Through a mail slot on the front door or principal structure, if one exists, as permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2.
- (5) By handing the materials personally to the owner, occupant, and/or lessee of the premises.
- (6) Between the exterior front door, if one exists and is unlocked, and the interior front door.
- (7) By complete insertion of the material between the bottom of the front door and the door sill such that the material is not sticking out of the exterior of the door.

(b) No other method of distribution or placement of unsolicited printed/written materials shall be permitted on premises within the town, including, but not limited to, tossing such materials from vehicles, affixing, tying or hanging such materials onto door knobs, door handles, door locks,

security monitoring devices, house or apartment numbers, porch lights, or on windshields of parked vehicles.

(c) Unsolicited written materials placed at a premises create a rebuttable presumption that the materials were placed at the premises by the owner, agent, manager, and/or authorized distributor of the business, product, good, service, message, or idea, which is being advertised, promoted, endorsed, or conveyed in such materials.

(d) Notwithstanding subsection (a) above, an owner, lessee, or other person with property rights in the premises retains all rights to post premises with no-trespassing notices, to cause persons to receive trespass notices, to cause persons subject to trespass notices to be removed and arrested as provided for by law, to maintain secured limited access to common areas of multi-family premises, and to bring private actions against persons or entities for private nuisance.

(e) The provisions of this section do not apply to the United States Postal Service.

(f) This article shall be enforced according to the procedures set forth in article III of chapter 2 of this code. A fine of two hundred dollars (\$200.00) shall result from each violation of this section.

Section 7. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 8. 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 9. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 through 6 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 10. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2019, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the _____ day of _____, 2019, by the Board of Commissioners of the Town of Redington Beach, Florida.

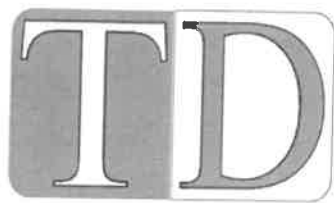
James Simons, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

Approved as to form:

Jay Daigneault, Town Attorney



T R A S K
DAIGNEAULT
—LLP—
A T T O R N E Y S

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*

MEMORANDUM

DATE: June 21, 2019

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

FROM: Jay Daigneault, Esq., Town Attorney

RE: Redington Beach Code Revision Project (Chapters 7.5 (Housing Discrimination), 14 (Personnel), and Appendix B (Franchises))

Dear Mayor, Vice Mayor, and Commissioners:

As you will recall, the Town Commission assigned the Town Attorney's Office to conduct a "top to bottom" review of the Town Code (minus the Land Development Code) with the goal of modernizing the Code and ensuring it was up to date.

The Town has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town. The Town Commission regularly adopts ordinances amending the Code. However, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years. Since part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions, it made this review assignment.

In processing the assignment, I am delivering it to the Commission in segments as this will be easier for both Commissioners and interested citizens to focus on with respect to what changes are being recommended. The first submission covered Chapters 1 through 3 of the Code, the second submission covered Chapter 12 (Nuisances), and the third addressed Chapters 16 (Sales) and 17 (Signs).

This fourth submission addresses Chapters 7.5 and 14 of the Code which concern, respectively, housing discrimination and personnel as well as Appendix B, which contains franchise language.

Before reviewing the specific changes I am recommending, I wanted to provide the Commission with an overview of some of the legal background associated with the housing discrimination and public employment as applicable to local governments.

Housing Discrimination

Chapter 7.5 of the Town Code is entitled "Discrimination," but currently only regulates housing discrimination. The provisions, adopted by a 1997 ordinance, do not, according to the Town Clerk's records and recollection, appear to have ever actually been invoked by anyone since they were adopted.

Housing discrimination, while certainly not a socially or legally acceptable activity, is dealt with at multiple levels of government. For instance, the United States Congress adopted the federal Fair Housing Act in 1968. The FHA prohibits housing discrimination based on race, gender, disability, religion and color, and allows for administrative complaints to be made and investigated by the Housing Department, and for suits in federal court for damages.

Also, in 1983, the Florida Legislature adopted the fair housing provisions of the Florida Civil Rights Act at Florida Statutes § 760.20 *et seq.* While state complaints are sent to the Florida Commission on Human Relations, as opposed to the Housing Department, the administrative complaint and investigation process is virtually the same, as is the right to file suit in state court for alleged violations.

And, § 70-101 *et seq.* of the Pinellas County Code contains housing discrimination provisions and procedures virtually the same as those in the Town's Code. And, per § 70-36 of the Pinellas County Code, these provisions embrace all territory within the legal boundaries of the County, including its municipalities.

In light of the fact that the Town's residents and potential residents have very robust and effective federal, state, and county remedies for housing discrimination, and the fact that the Town's own housing discrimination code does not appear to have ever actually been used, I am recommending it be removed from the Code.

Public Employment

Chapter 14 of the Town Code addresses personnel. While the Town does not have a large workforce, it is still advisable to have code provisions which address certain basic public employment issues.

First, as to the rights a Town employee may have in his or her position, an individual may, in a public employment context, establish entitlement to procedural due process under the United States and Florida Constitutions, by showing a property interest in his or her position. *Board of Regents v. Roth*, 92 S.Ct. 2701, 2709 (1972); *Perry v. Sindermann*, 92 S.Ct. 2694 (1972). The concept of a property interest has been defined by the United States Supreme Court as a legitimate expectation of continued employment. *Bishop v. Wood*, 96 S.Ct. 2074, 2077 (1976); *Russillo v. Scarborough*, 935 F.2d 1167, 1170 (10th Cir. 1991). Such legitimate expectations of continued employment establishing property interests are not created by the United States Constitution, rather, "they are created and their dimensions are defined by existing rules or understandings that stem from an independent source, such as state law...." *Stough v. Gallagher*, 967 F.2d 1523, 1530

(11th Cir. 1992), quoting *Cleveland Board of Education v. Loudermill*, 105 S.Ct. 1487, 1503 (1985). Consequently, public employees must sufficiently allege a property interest in their positions under Florida law in order to establish an entitlement to any procedural due process safeguards in the discipline or discharge context.

The general rule under Florida law is that—absent a statute, ordinance, or contract providing otherwise—employees who are employed for an indefinite term are at-will employees who may be terminated for any reason at any time. See *Smith v. Piezo Tech. & Prof'l. Adm'rs.*, 427 So.2d 182, 184 (Fla. 1983); *Moser v. Barron Chase Secs., Inc.*, 783 So.2d 231, 236 n. 5 (Fla. 2001) (“A property interest may be created by statute, ordinance or contract, as well as policies and practices of an institution”). At-will employees, as a result, have no right to continued employment, and thus no property interest in their positions. *Newman v. Consolidated Dispatch Agency*, 2017 WL 6585820, *6 (N.D. Fla. 2017).

The Florida Constitution created a right to collective bargaining. The Legislature’s adoption of the Public Employee Relations Act (PERA) implements that right and establishes procedures to be followed during such bargaining. *Sarasota Cnty. Sch. Dist. v. Sarasota Classified/Teachers Ass’n.*, 614 So.2d 1143 (Fla. 2d DCA 1993). However, while a collective bargaining agreement governed by PERA may create certain property interests in employment, nothing in the statute’s plain language or in Florida’s case law establishes that PERA—by itself—creates a constitutionally protected property interest in employment for public employees not covered by a collective bargaining agreement. *Donnell v. Lee County Port Authority*, 509 Fed.Appx. 903, 2013 WL 563168 (11th Cir. 2013). Thus, so long as the Town establishes that its positions are at-will in nature, there is no constitutional requirement for the provision of a post-discipline/discharge appeal process.

In light of the foregoing, I am recommending that the Town Code be revised to expressly confirm the Town’s policy that, absent a statement to the contrary in a contract or a state law requiring otherwise, Town employees serve at will.

In addition to this change, I have also recommended new provisions for Chapter 14 to require employee compliance with Florida’s ethics code, to address employees who may decide to run for elective office, and to set forth an express policy statement of equal employment opportunities.

Appendix B—Franchise Terms

Appendix B of the code contains two subsections. The first consists of the terms of a cable television franchise between the Town and Time Warner Communications entered in February of 1999. The other consists of the terms of the Town’s right-of-way utilization franchise agreement with Florida Power Corporation.

As to the cable franchise, in 2007 the Florida Legislature created Florida Statutes Chapter 610. That body of law substantially converted the process of authorizing cable television service providers to operate from the local government franchising model to a model wherein the State issued a certificate to such providers authorizing them to provide service statewide. The Legislature made it expressly clear in Florida Statutes § 610.105 that once a provider received a state certificate, any conflicting local franchise were void. Inasmuch as the cable service provider in question (and its successor owners), long ago received state authorization to provide cable television services within the Town, the franchise in question is void and of no effect.

As to the power franchise, while that franchise certainly is still in effect as between the Town and power provider, Florida law does not require franchise agreements (which are, for all intents and purposes, just contracts) to be codified in a code of ordinances. Thus, so as to keep the Town's Code free of unnecessary materials and focused more on the laws which impact the Town's residents, I am recommending that the language of the power franchise be removed from the Code. Such removal will have no legal effect on the ongoing validity of the agreement.

Revisions to Chapters Seven Point Five and Fourteen, and Appendix B

With that overview of the primary legal areas, the recommended ordinance revising Chapters 7.5 and 14, and Appendix B is attached for your review. What follows is a summary and explanation of the changes I am recommending:

- Repeal Chapter 7.5 in its entirety as it simply duplicates federal, state, and county law and has not been used since its adoption.
- Instruct MuniCode to remove Appendix B from the Code of Ordinances (which will not undermine the validity of the existing power franchise).
- Add a provision to the Personnel Code to confirm the at-will status of Town employees.
- Add provisions to the Personnel Code addressing employee ethics, political activities, and making the Town's policy on equal employment opportunities expressly clear.

The foregoing represents an overview of all the substantive revisions I am recommending for Chapters 7.5 and 14 and Appendix B of the Code.

As always, please do not hesitate to contact me should you have concerns regarding this matter.

/s/ Jay Daigneault, Esq.
Town Attorney

ORDINANCE NO. 2019 - 09

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE TOWN CODE CONCERNING PERSONNEL; REPEALING CHAPTER 7.5 OF THE TOWN CODE CONCERNING HOUSING DISCRIMINATION; REMOVING FRANCHISE PROVISIONS FROM THE TOWN CODE; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town Board of Commissioners (the Commission) regularly adopts ordinances amending the Code; and

WHEREAS, however, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, in light of the foregoing, the Commission has charged the Town Attorney with the task of conducting a complete review of the Town's Code (excluding the Land Development Code) and to bring forward any recommended revisions to the Code which would alleviate any of the aforementioned potential concerns with the Code's current text; and

WHEREAS, the Town Attorney has submitted his assessment of Chapters 7.5, 14 and Appendix B of the Code, and has recommended that the Commission make the revisions to those Chapters as are set forth in this Ordinance; and

WHEREAS, Chapter 7.5 of the Town Code, created in 1997, addresses housing discrimination, Town records seem to confirm these provisions have never actually been invoked by any potential or current Town resident since they were adopted; and

WHEREAS, the topic of housing discrimination, while certainly not a socially or legally acceptable activity, is effectively dealt with at multiple levels of government to include the federal Fair Housing Act, the Florida Civil Rights Act, and the Pinellas County Human Relations Code; and

WHEREAS, absent a statute, ordinance, or contract providing otherwise—employees who are employed for an indefinite term are at-will employees who may be terminated for any reason at any time; and

WHEREAS, at-will employees, as a result, have no right to continued employment, and thus no property interest in their positions; and

WHEREAS, the Town has long considered its employees to be serving at will but wishes to formalize that status within the Town Code; and

WHEREAS, the Board of Commissioners wishes to add certain additional provisions to its personnel code addressing employee ethics, employee political activity, and equal employment opportunities; and

WHEREAS, Appendix B of the current Town Code sets forth the verbiage of both a cable television franchise and a power franchise; and

WHEREAS, as a result of the Florida Legislature's adoption in 2007 of Chapter 610, Florida Statutes, the Town no longer is authorized to issue cable television franchises and the franchise in question has been nullified by Florida law; and

WHEREAS, while the Town does still maintain its power franchise, that contractual document need not be codified as part of the Town Code; and

WHEREAS, the Commission has considered the Town Attorney's recommendations and finds them to be consistent with the goals of the Commission; and

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

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

Section 1. Chapter 7.5 of the Redington Beach Town Code, entitled *Discrimination*, is hereby repealed in its entirety.

Section 2. The Codifier shall remove Appendix B, entitled *Franchises*, from the Redington Beach Town Code. The removal of Article II, *Florida Power Corporation franchise*, from the Town Code is not intended to repeal that franchise, and shall have no legal effect on the ongoing validity or terms of that franchise agreement, but rather is solely intended to remove the agreement's text from the Town Code inasmuch as such agreements are not required to be codified.

Section 3. Chapter 14 of the Redington Beach Town Code, entitled *Personnel*, is hereby amended to read as follows:

Chapter 14 – PERSONNEL

ARTICLE I. - IN GENERAL

Sec. 14-1. – Personnel policy manual.

The town shall have a personnel policy manual that will set forth employee pay, benefits, and other obligations which customarily accrue between employer and employee terms and conditions of employment. Such personnel policy manual must be authorized and adopted by the board of commissioners before it becomes becoming effective. The board of commissioners may make changes to the personnel policy manual by resolution, from time to time, adopt revisions to the personnel policy manual, whether on recommendation from the mayor, city attorney, or on its own initiative.

Sec. 14-2. – Employee status

Unless otherwise expressly specified by written contract or required by Florida law, all employees of the town shall be classified as at-will, and shall not have any property interest in their positions.

Sec. 14-3. – Employee ethics

Employees are required to conduct the affairs of the town in an ethical manner in accordance with the Florida Code of Ethics for Public Employees (Florida Statutes § 112.311 - § 112.326), and are required to acquaint themselves with these requirements, which are readily available on the internet or from the town clerk.

Sec. 14-4. – Limitations on conflicting service

No current town employee may serve on any town board, commission, task force or other body, nor hold any other office of town government, including advisory bodies. Any town employee who qualifies to run for any town elective office shall be deemed to have resigned his or her employment position as of the date of qualifying. Nothing herein shall be interpreted as preventing employees from seeking or holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.

ARTICLE II. – EQUAL EMPLOYMENT OPPORTUNITIES

Sec. 14-26. – Equal Employment Opportunity Policy

All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, gender, age, marital status, or physical or mental disability which does not preclude the performance of the essential functions of the job with or without reasonable accommodation(s).

ARTICLE III. – MISCELLANEOUS PROVISIONS

Sec. 14-56. – Political activities

1. No person shall be appointed to, demoted, or dismissed from any town employment position, or in any way favored or discriminated against with respect to employment with the town, because of political opinion or affiliations.
2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in town government service, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.
3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State and the Constitution and laws of the United States. However, no employee of the town shall:
 - a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the town. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any town equipment, service or facility in furtherance of any campaign or political purpose.
 - b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.
 - c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.
 - d. Display on their person (while on duty), town vehicles or in their workplace, any button, sign, decal or other symbol of support for any elected official, political party, issue or candidate for public office.
 - e. Appear in any print, television, radio or other form of advertisement for any elected official, political party, issue or candidate while wearing a town uniform, or while identifying oneself as an employee of the town.

Nothing herein shall be interpreted as prohibiting a town employee from using town resources related to state or local referendum or initiative to the extent authorized by Florida Statutes § 106.113, where that employee's duties permit or require such work, and where the town board of commissioners has adopted a policy or position concerning the matter.

4. An employee elected to public office other than as mayor or commissioner of the town shall resign from town employment if, in the exclusive judgment and sole discretion of the board of commissioners, the elected position presents any conflict of interest or interference with the employee's town job.

Section 4. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

Section 6. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 through 3 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

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

ADOPTED ON FIRST READING on the ____ day of _____, 2019, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____, 2019, by the Board of Commissioners of the Town of Redington Beach, Florida.

James Simons, Mayor

Attest:

Approved as to form:

Missy Clarke, CMC, Town Clerk

Jay Daigneault, Town Attorney

townclerk@townofredingtonbeach.com

From: Jay Daigneault <Jay@cityattorneys.legal>
Sent: Monday, June 24, 2019 5:24 PM
To: townclerk@townofredingtonbeach.com
Subject: Firm agreement
Attachments: 2019-06-24 Redington Beach Agreement JD.pdf

Missy:

The Town's agreement for services with the firm expired on Saturday, 6/22. I've attached an updated agreement covering the next two years, with an increase in the hourly rate from \$165 to \$175. Please review with the Mayor and, if he's in agreement, agenda for the Board's consideration at the next regular meeting. Thanks.

Jay Daigneault, Esquire



1001 South Fort Harrison Avenue, Suite 201
Clearwater, Florida 33756

☎ Phone: (727) 733-0494, ext. 106

☎ Fax: (727) 733-2991

✉ Email: jay@cityattorneys.legal

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Notice: The publication of our fax number is not to be construed as our consent to receive unsolicited fax advertisements.

**AGREEMENT BETWEEN THE TOWN OF REDINGTON BEACH, FL
AND
TRASK · DAIGNEAULT, LLP
FOR TOWN ATTORNEY SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2019, between the TOWN OF REDINGTON BEACH, Florida ("Town") and TRASK · DAIGNEAULT, LLP, ("TD"). In consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

1. The Town retains TD to perform all the services of the Town Attorney as set forth in the Charter and Ordinances of the Town and in this Agreement.
2. TD shall be paid an hourly rate of \$175.00 per hour for attorneys and \$80.00 per hour for paralegals to perform the services of the Town Attorney.
3. Travel time shall not be charged to the Town for legal services performed at the Town Hall, but shall be charged at the applicable hourly rate for those services that require travel outside the Town.
4. Bond and bank loan opinions. Bond and bank loan opinions shall be billed separately on a set fee basis based on the size of the loan or bond issuance.
5. The Town shall pay all costs incurred or advanced by TD in representing the Town pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges, long distance telephone charges, Federal Express charges, out-of-county travel charges, computer research fees, and other out-of-pocket costs.
6. The Town understands that there may be legal matters which are beyond the expertise of TD and that it is in the best interest of the Town that such matters be handled by an attorney or firm with the appropriate expertise and qualifications. If there is any legal matter which TD believes is outside its expertise, TD may refer that matter to an attorney with specialized expertise in the appropriate area of the law after consulting with the Town, and the Town shall be responsible for compensating such attorney for his or her fees and costs.
7. TD will bill the Town on a monthly basis for all legal fees under this Agreement.
8. This Agreement is terminable by either party without cause on thirty (30) days written notice to the other party.
9. In the event the Town Commission votes to terminate TD's services under this Agreement, TD shall be entitled to be compensated according to the terms of this Agreement for all services rendered during the thirty day notice period. Thereafter, TD shall be compensated for any continued legal services rendered to or on behalf of the Town at the hourly rate of \$190.00 per hour for attorney services and \$100.00 per hour for

paralegal services, plus out-of-pocket costs, for any continued legal representation of Town.

10. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the Town: Town Clerk
 Town Hall
 105 164th Avenue
 Redington Beach, FL 33708

For TMD: Jay Daigneault, Esq.
 Trask · Daigneault, LLP
 1001 S. Fort Harrison Ave., Suite 201
 Clearwater, FL 33756

Either party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

11. This Agreement shall be effective for a period of two years from the date it is entered into.

The parties have caused this Agreement to be executed on the date set forth in the introductory paragraph.

TOWN OF REDINGTON BEACH, FLORIDA

By: _____
Nick Simons, Mayor

Attest: _____
Town Clerk

TRASK · DAIGNEAULT, LLP

JAY DAIGNEAULT, Esq.

TOWN OF REDINGTON BEACH

Resolution 2019-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT FOR LAW ENFORCEMENT SERVICES, WITH BOB GULTIERI, 'SHERIFF' PINELLAS COUNTY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Redington Beach is in need of law enforcement services for fiscal year 2019-2020 and

WHEREAS, Bob Gualtieri, Sheriff, Pinellas County has submitted a proposal to perform the services for the Town of Redington Beach; at a cost not to exceed \$262,795.00; and

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

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 to accept Pinellas County Sheriff Bob Gualtieri, agreement for year commencing October 1, 2019 through September 30, 2020.

Section 2: The terms of the agreement will stand not to exceed annual contract total of \$262,795.00 to be paid monthly: 12 months at \$21,899.00.

Section 3: Action taken by the Board of Commissioners in Regular session on July 3, 2019.

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 3rd Day of July, 2019

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
Nick Simons, Mayor

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

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF REDINGTON BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN", and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

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

WHEREAS, the TOWN is desirous of providing a high level of competent enforcement services in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN has requested that the SHERIFF furnish law enforcement protection and codes enforcement service to its inhabitants and citizens; and

WHEREAS, the TOWN desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the TOWN; and

WHEREAS, the TOWN desires that the SHERIFF furnish codes enforcement service on an as-needed basis; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the TOWN desires to retain its ability to determine whether law enforcement and/or codes enforcement services shall be provided by a Town police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the TOWN that the full, complete and entire responsibility for law enforcement within the TOWN be turned over to and be performed by the SHERIFF;

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

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

2. **LEGAL AUTHORITY.** This Agreement is entered into pursuant to the provisions of Section 163.01, F.S. the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services for certain designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to

the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the TOWN with high quality law enforcement and codes services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the TOWN under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the TOWN to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to continue to provide normal services to the same degree that such services are provided to the rest of Pinellas County, and the TOWN is not to be charged extra for these normal services.

4. The SHERIFF OF PINELLAS COUNTY hereby agrees to provide all necessary and appropriate law enforcement services in and for the TOWN OF REDINGTON BEACH by providing one (1) deputy with patrol automobile for twenty-four (24) consecutive hours each day to serve as law enforcement officer to be shared by the TOWN and NORTH REDINGTON BEACH. Said deputy shall be provided to the TOWNS on the basis of one (1) deputy per shift, twenty-four (24) hours per day, seven (7) days per week. It is the obligation of the SHERIFF to insure that a deputy is present

within the Town limits of the TOWNS OF NORTH REDINGTON BEACH or REDINGTON BEACH at all such times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

The SHERIFF agrees to have a 4-wheel drive vehicle available to the assigned deputies to ensure routine patrolling of the TOWN's beach area. The SHERIFF agrees to make every effort to ensure deputies assigned to the TOWN are radar certified; however, due to the SHERIFF's method of assignment of personnel, if a deputy not radar certified is assigned, efforts will be made to facilitate the deputy's certification as a radar operator. The SHERIFF shall make all services of the Sheriff's Office available to the TOWN including, but not limited to, Marine Patrol, K-9 services, helicopter patrol, and crime watch assistance.

5. In addition to the services described above in Paragraph 4, the SHERIFF will also provide one (1) part-time Community Policing Deputy/Codes Enforcement, who shall be provided on an as needed basis, estimated at ten (10) hours per week, with fewer or additional hours weekly as needed. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Mayor. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve codes violation related issues. The community policing deputy will in conjunction with the TOWN'S attorney, prepare and present code violation cases before

the TOWN'S Magistrate as necessary, and in conjunction with the TOWN'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

The TOWN agrees it will provide at its expense the necessary codes enforcement training, the assistance of the TOWN'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

6. POWER OF TOWN TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the Town Commission and/or Town Clerk regarding law enforcement problems within the TOWN and shall accept from the Town Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service should be delivered to counteract law enforcement problems within the TOWN. The SHERIFF shall comply with the request of the TOWN regarding such matters unless such decision will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the TOWN or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the designated Town Commissioner, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

7. NO PLEDGE OF AD VALOREM TAXES. The Parties agree that this Agreement does not constitute a general indebtedness of the TOWN within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of the TOWN or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the TOWN, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the TOWN.

8. AUTHORITY TO ACT. The TOWN does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the TOWN, to the extent allowed by law, the law enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Each sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Agreement. Accordingly, such

sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

9. INDEMNIFICATION OF TOWN. The SHERIFF will defend and pay any cost of litigation including attorney's fees or judgment against the TOWN, its agents or employees, arising out of the acts or omissions of deputy sheriffs, his law enforcement personnel, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

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

10. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

11. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under

the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide law enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

12. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who provides service under this Agreement with a patrol automobile and all other necessary or appropriate equipment, and deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station, except as otherwise provided in Paragraph 5 above. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining, and repairing equipment provided by the SHERIFF used under this Agreement shall be borne by the SHERIFF.

13. PERSONNEL. The SHERIFF shall be responsible for the appointing, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and condition of this Agreement. Should the TOWN or its designee believe that any deputy assigned to the TOWN pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the TOWN or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter.

However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

14. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable with the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the TOWN will have a general familiarity with the code of ordinances of the TOWN. The TOWN will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. FINES AND FORFEITURES. All fines and forfeitures rendered in any Court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.

16. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the TOWN. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and all other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the TOWN each month. Upon request by the TOWN, the SHERIFF agrees to provide additional statistical reports which are normally available from the SHERIFF's records.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

A. SHERIFF OF PINELLAS COUNTY: Bob Gualtieri, Sheriff, P.O.
Drawer 2500, Largo, FL 33779-2500

B. Town of Redington Beach: Attention: Mayor, 105 - 164 Avenue,
Redington Beach, FL 33708

18. TERM. This Agreement shall take effect on October 1, 2019, and continue in effect thereafter through September 30, 2020, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice will be deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2020, in the event a replacement contract has not yet been completely executed. The TOWN shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2020, to the approval and execution of the replacement contract, and shall be paid by the TOWN to the SHERIFF immediately for the services already provided.

19. CONTRACT COSTS. With the exception of the service provided by the Community Policing Deputy/Codes Enforcement, the TOWN shall pay to the SHERIFF

as payment in full for all of the services herein agreed to be performed by SHERIFF, the sum of TWO HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$262,788.00). Payment shall be made in monthly installments of TWENTY-ONE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$21,899.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2019.

The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Codes Enforcement based upon the actual number of hours worked at a rate of FORTY-SIX DOLLARS AND FORTY-NINE CENTS (\$46.49) per hour, which shall be due upon receipt.

The annual sum referenced above and the monthly amount for codes enforcement services represent one hundred percent (100%) of the total cost of the contract with the TOWN OF REDINGTON BEACH. (See Attachment 1.)

20. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the TOWN, which consent must have been agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

23. LIAISON. A close liaison shall be maintained between the TOWN and the SHERIFF. The SHERIFF agrees to make available to the TOWN a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the TOWN and the SHERIFF. The designated Commissioner, the Mayor and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF, or his designee, shall upon request of the Town Commission, be present at Town Commission meetings for discussion of the provision of law enforcement services within the TOWN, for budget preparation purpose, or for any other purpose as the Town Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the Town Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor.

24. SUBSTATION LOCATION. The TOWN will provide to the SHERIFF an office space, the location and size of which is to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the TOWN to have office space

available for their needs for the purpose of meeting with citizens or other law and codes enforcement purposes.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2019.

ATTEST:

TOWN OF REDINGTON BEACH

TOWN CLERK

BY _____
MAYOR

APPROVED AS TO FORM:

TOWN ATTORNEY

(TOWN SEAL)

SHERIFF, PINELLAS COUNTY,
FLORIDA

BY _____
BOB GUALTIERI, Sheriff

Attachment 1

**Town of Redington Beach
Cost of Law Enforcement Services
Worksheet - FY 20**

A.	Cost per Deputy				\$	96,691.00		
B.	Deputies by Post							
	Number		Relief Factor		Deputy			
	2	x	1.2	x	\$	96,691.00	\$	232,058.00
C.	Vehicle Cost							
	Number		# Miles		\$ per Mile		Days per Year	
	1	x	60	x	0.8239	x	365	\$ 18,043.00
D.	Supervision							
	Number		Crime Factor		Sergeant			
	1	x	0.573%	x	\$	126,386.00	\$	724.00
E.	Equipment							
	Number		Positions		Equip Cost-CD			
	2	/	1,314	x	\$	1,006,431.00	\$	1,532.00
F.	Allocated Indirect Cost (AIC)							
	Number		Positions		AIC-CD			
	2	/	1,314	x	\$	6,858,085.00	\$	10,438.00
G.	Supervision, Equipment and AIC total						\$	12,694.00
H.	TOTAL							
							Yearly	\$ 262,795.00
							Rounding	\$ (7.00)
							Contract Amount	\$ 262,788.00
							12 monthly payments	\$ 21,899.00
	Increase from prior year-percentage				\$	262,795.00	/	\$ 254,844.00 3.12%
	Increase from prior year-amount							\$ 7,951.00

Transitioned from 8 to 12 hr shifts eff 2/1/17

BUDGET WORKSHEET

Town of Redington Beach

Page: 1

6/27/2019

9:46 am

Month: 6/30/2019	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru June	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 101 - General Fund								
Revenues								
Dept: 000								
311.000 Ad Valorem Taxes	791,188	835,156	835,156	821,128	0	884,595		
312.100 Local Option Gas Tax	20,835	21,500	21,500	10,070	0			
313.200 City of Clearwater Fran Fee	6,122	5,500	5,500	3,501	0	5,500		
313.900 Utility Propane Tax	916	600	600	563	0	750		
314.100 Progress Energy Utility tax	112,226	105,000	105,000	62,111	0	112,000		
315.000 Communications Services Tax	58,811	59,021	59,021	28,540	0			
316.000 Business Tax License	2,026	1,500	1,500	1,485	0	1,500		
323.100 Electricity Franchise Fee	120,956	112,000	112,000	66,286	0	120,000		
324.210 Impact Fees	0	0	0	9,984	0			
327.000 Variances Permits/Licenses	2,250	2,000	2,000	750	0	1,750		
331.500 Federal Grant	499,719	10,000	10,000	0	0			
334.300 FDOT Lighting Grant	9,640	9,500	9,500	0	0			
335.120 State Revenue Sharing	27,432	27,049	27,049	17,984	0			
335.180 Half Cent Sales Tax	94,499	95,349	95,349	48,633	0			
351.200 Court Fines - Traffic	6,573	4,000	4,000	2,042	0	3,500		
359.900 Other Fine	31,500	1,500	1,500	0	0	1,500		
361.200 Interest Savings Accounts	28,497	15,000	15,000	30,893	0	30,000		
366.000 Contrib. & Dons. (Twin Towers)	1,852	1,000	1,000	550	0	1,000		
367.000 Other Licenses/Permits	420	300	300	270	0	350		
369.900 Other Misc Revenues	3,469	500	500	37,770	0	1,000		
Dept: 000	1,818,931	1,306,475	1,306,475	1,142,560	0	1,163,445	0	0
Total Revenues	1,818,931	1,306,475	1,306,475	1,142,560	0	1,163,445	0	0
Expenditures								
Dept: 000								
999.992 Transfer Out	37,173	48,838	48,838	0	0			
Dept: 000	37,173	48,838	48,838	0	0	0	0	0
Dept: 511 Legislative								
511.111 Registration	1,825	1,500	1,500	825	0	1,500		
511.120 Salaries and Wages	20,400	20,400	20,400	15,300	0	20,400		
511.400 Travel	0	100	100	10	0	500		
511.410 Boat Parade	800	800	800	800	0	800		
511.820 Donations	0	500	500	0	0	500		
521.210 Fica Match	1,561	1,561	1,561	1,170	0	1,561		
Legislative	24,586	24,861	24,861	18,105	0	25,261	0	0
Dept: 512 Town Clerk								
512.120 Salaries and Wages	64,291	67,486	67,486	49,324	0			
512.130 Holiday Bonus	500	500	500	500	0	500		

BUDGET WORKSHEET

Town of Redington Beach

Page: 2
6/27/2019
9:46 am

Month: 6/30/2019	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru June	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 512 Town Clerk								
512.220 Pension	6,429	6,749	6,749	4,932	0			
512.230 Group Insurance	10,063	8,360	8,360	6,999	0			
512.231 Life Insurance	155	120	120	98	0			
512.232 Dental Insurance	416	370	370	614	0			
512.240 Worker's Comp Insurance	1,322	1,413	1,413	1,060	0			
512.260 General Liability Insurance	5,315	5,779	5,779	4,545	0			
512.265 Property Insurance	628	4,502	4,502	3,377	0			
512.269 Flood Insurance	5,719	5,500	5,500	8,833	0	7,200		
512.315 Temporary Services	0	100	100	0	0	100		
512.400 Travel	572	1,000	1,000	804	0	1,000		
512.409 Con Education/Registrations	1,113	1,500	1,500	750	0	1,500		
512.410 Telephone	2,463	2,300	2,300	1,622	0	2,400		
512.411 Internet Services	1,235	1,200	1,200	927	0	1,200		
512.412 Website Services	1,153	1,500	1,500	1,153	0	1,500		
512.415 Technical Assistance	99	1,000	1,000	0	0	1,000		
512.420 Postage	499	800	800	602	0	750		
512.421 Stamps.com	192	200	200	134	0	220		
512.440 Utilities- Water/Electric	6,235	5,500	5,500	3,456	0	5,800		
512.461 Building Maintenance	1,922	1,500	1,500	190	0	2,000		
512.471 Ordinance Codification	206	2,500	2,500	6,944	0	10,000		
512.472 Election Expense	2,764	2,500	2,500	3,963	0	2,800		
512.473 Newsletter	779	750	750	241	0			
512.480 Promotion/Public Relations	831	1,000	1,000	2,325	0	2,500		
512.490 Advertising	3,584	1,500	1,500	5,874	0	7,500		
512.510 Office Supplies	3,353	2,500	2,500	1,584	0	2,500		
512.515 Office Copier/Lease	1,575	1,750	1,750	1,042	0	1,600		
512.520 Office Copier/Usage	629	1,100	1,100	491	0	1,000		
512.521 Document Retention & Control	0	100	100	0	0	500		
512.542 Dues & Subscriptions	1,054	800	800	1,494	0	1,000		
512.640 Equipment	2,045	1,500	1,500	752	0	1,000		
521.210 Fica Match	4,157	5,163	5,163	3,031	0			
Town Clerk	131,298	138,542	138,542	117,661	0	55,570	0	0
Dept: 513 Finance & Admin								
513.120 Salaries and Wages	37,088	38,985	38,985	28,922	0			
513.130 Finance Holiday Bonus	500	500	500	500	0	500		
513.140 Overtime Pay	690	500	500	0	0			
513.220 Pension	3,778	3,899	3,899	2,892	0			

BUDGET WORKSHEET

Town of Redington Beach

Page: 3
6/27/2019
9:46 am

Month: 6/30/2019	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru June	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 513 Finance & Admin								
513.230 Group Insurance	10,462	8,360	8,360	6,958	0			
513.231 Life Insurance	155	120	120	98	0			
513.232 Dental Insurance	416	370	370	306	0			
513.240 Worker's Comp Insurance	1,322	1,413	1,413	1,060	0			
513.310 Professional Fees	411	0	0	575	0			
513.320 Audit Fee	22,500	23,000	23,000	24,250	0	25,000		
513.415 Fund Balance Support	0	1,000	1,000	1,311	0	1,500		
513.493 Bank Service Charges	30	120	120	125	0	300		
513.495 Janitorial Services	2,205	2,350	2,350	1,260	0	2,220		
521.210 Fica Match	2,890	2,982	2,982	2,213	0			
Finance & Admin	82,447	83,599	83,599	70,470	0	29,520	0	0
Dept: 514 Legal Counsel								
514.121 Litigation	1,669	35,000	35,000	5,033	0	35,000		
514.124 Town Attorney	22,652	35,000	35,000	21,302	0	35,000		
514.310 Legislative Counsel	0	0	0	17,193	0			
514.421 Special Magistrate	0	5,000	5,000	1,620	0	5,000		
Legal Counsel	24,321	75,000	75,000	45,148	0	75,000	0	0
Dept: 519 Other Gen. Govt Services								
519.310 Gen. Govt Services	0	25,000	25,000	0	0			
Other Gen. Govt Services	0	25,000	25,000	0	0	0	0	0
Dept: 521 Law Enforcement								
521.340 Law Enforcement Services-Cont	247,176	254,844	254,844	191,133	0	262,788		
521.350 Traffic Enforcement Officer	135	1,500	1,500	180	0	1,500		
521.410 Shared Cost - Phone	0	200	200	0	0			
Law Enforcement	247,311	256,544	256,544	191,313	0	264,288	0	0
Dept: 522 Fire Control								
522.340 Fire Department Services	56,068	57,302	57,302	42,360	0			
522.341 EMS (Seminole)	56,068	57,302	57,302	42,977	0			
Fire Control	112,136	114,604	114,604	85,337	0	0	0	0
Dept: 524 Protective Services								
524.310 Code Enforcement Services	19,127	24,000	24,000	14,058	0	24,000		
524.421 Attorney Fees	561	2,500	2,500	605	0	2,500		
524.422 Citation Costs/NRB	0	250	250	0	0	250		
524.510 Code Enforcement Supplies	0	100	100	241	0	100		
Protective Services	19,688	26,850	26,850	14,904	0	26,850	0	0
Dept: 539 Department of Public Works								
521.210 Fica Match	5,402	5,809	5,809	4,122	0			
539.120 Salaries & Wages	71,536	75,936	75,936	54,513	0			

BUDGET WORKSHEET

Town of Redington Beach

Page: 4
6/27/2019
9:46 am

Month: 6/30/2019	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru June	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 539 Department of Public Works								
539.129 Overtime - DPW	0	1,000	1,000	0	0			
539.130 Holiday Bonus - DPW	1,000	1,000	1,000	1,000	0	1,000		
539.200 Temp Help - DPW	0	2,000	2,000	0	0	2,000		
539.220 Pension Expense - DPW	7,154	7,594	7,594	5,451	0			
539.230 Group Insurance - DPW	15,188	16,720	16,720	13,916	0			
539.231 Life Insurance - DPW	309	240	240	195	0			
539.232 Dental Insurance - DPW	754	740	740	1,309	0			
539.233 Vehicle Insurance	1,313	1,338	1,338	1,004	0			
539.240 Workers Comp - DPW	2,643	2,826	2,826	2,217	0			
539.241 Continuing Education	0	500	500	0	0	500		
539.440 P/W Utilities	2,102	1,300	1,300	703	0			
Department of Public Works	107,401	117,003	117,003	84,430	0	3,500	0	0
Dept: 541 Roads & Streets								
541.465 Maintenance - Streets	0	1,000	1,000	0	0	1,000		
541.466 Maint - Signs/Signals	0	5,000	5,000	0	0	5,000		
541.467 Maint - Street Lights	29,589	29,500	29,500	18,370	0	29,500		
541.535 Road Signage	332	1,500	1,500	416	0	1,500		
Roads & Streets	29,921	37,000	37,000	18,786	0	37,000	0	0
Dept: 554 Housing Development								
554.800 Grants and Aids	492,639	10,000	10,000	18,805	0			
Housing Development	492,639	10,000	10,000	18,805	0	0	0	0
Dept: 571 Libraries								
571.000 Libraries	30,700	31,234	31,234	23,425	0	31,147		
Libraries	30,700	31,234	31,234	23,425	0	31,147	0	0
Dept: 572 Parks and Recreation								
572.260 General Liability	5,315	5,779	5,779	4,334	0			
572.265 Property Insurance	628	4,502	4,502	3,377	0			
572.269 Flood Insurance	13,313	9,500	9,500	23,196	0			
572.340 Landscaping Expense	750	8,000	8,000	1,643	0	8,000		
572.341 Storm Debris Collection	22,543	0	0	4,931	0			
572.430 Utilities	6,190	5,500	5,500	3,522	0	6,000		
572.460 Maint - Automotive Equipment	0	1,500	1,500	943	0	1,500		
572.461 Maintenance - Building	1,883	1,500	1,500	215	0	1,500		
572.462 Maintenance - Grounds	6,399	15,000	15,000	4,714	0	10,000		
572.463 Maintenance - Trees	5,956	5,000	5,000	0	0	6,000		
572.464 Maintenance - Other	0	500	500	0	0	500		
572.467 Equipment Rental	0	500	500	0	0	500		
572.490 Playground Equipment	0	1,500	1,500	0	0	1,500		

BUDGET WORKSHEET

Page: 5
6/27/2019
9:46 am

Town of Redington Beach

Month: 6/30/2019	Prior Year Actual	Current Year		Actual Thru June	Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget			Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 572 Parks and Recreation								
572.510 Maintenance Equipment Repair	107	500	500	3,562	0	2,000		
572.520 Uniforms	432	500	500	0	0	500		
572.521 Twin Towers Operating Supplies	152	300	300	312	0	500		
572.522 Gasoline & Oil	3,520	3,000	3,000	2,925	0	3,500		
572.524 Fertilizer & Mulch	3,100	2,500	2,500	2,100	0	3,000		
572.527 Tools & Equipment	954	1,000	1,000	526	0	1,000		
572.535 Signage	326	2,000	2,000	1,240	0	2,000		
572.599 Swim Buoys	2,392	3,000	3,000	2,396	0	3,000		
Parks and Recreation	73,960	71,581	71,581	59,936	0	51,000	0	0
Dept: 573 Board of Parks & Recreation								
572.439 Holiday Lights	12,515	13,000	13,000	12,515	0	13,000		
572.535 Signage	151	1,500	1,500	0	0	1,500		
573.460 Holiday Lighting Maintenance	118	1,500	1,500	0	0	1,500		
573.462 Grounds Maintenance	0	2,500	2,500	0	0	2,500		
573.525 Plants/Trees/Shrubs	0	1,500	1,500	0	0	1,500		
Board of Parks & Recreation	12,784	20,000	20,000	12,515	0	20,000	0	0
Dept: 600 Replacement Reserve								
600.220 2016 F150 Truck	0	3,000	3,000	0	0	3,000		
600.250 Tractor 2016	0	2,000	2,000	0	0	2,000		
600.301 Seawall	0	6,000	6,000	0	0	6,000		
600.401 Bldg Refurbishment - Town Hall	0	122,346	122,346	0	0	122,350		
600.403 Bldg Refurbishment - Pub Works	0	61,173	61,173	0	0	61,200		
600.640 Lawn Mower 2015	0	1,300	1,300	0	0	1,300		
600.820 Park Board Playground Equip	0	10,000	10,000	0	0	10,000		
600.900 Storm Debris Collection	0	20,000	20,000	0	0			
Replacement Reserve	0	225,819	225,819	0	0	205,850	0	0
Total Expenditures	1,426,365	1,306,475	1,306,475	760,835	0	824,986	0	0
Grand Total:	392,566	0	0	381,725	0	338,459	0	0

BUDGET WORKSHEET

Town of Redington Beach

Page: 1
6/27/2019
9:46 am

Month: 6/30/2019	Prior Year Actual	Current Year		Actual Thru June	Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget			Requested	Recommended	Adopted
Fund: 300 - Capital Accounts								
Revenues								
Dept: 000								
312.600 Sales & Use Tax - One Cent Tax	168,403	196,238	196,238	88,863	0			
334.390 FDOT Grant (Planning Board)	0	32,000	32,000	81,725	0			
335.122 Sales & Use Tax - 8th Cent	8,617	9,671	9,671	5,620	0			
337.300 PC Interlocal Agreement Reimb.	32,028	1,518,346	1,518,346	286,227	0			
361.200 Interest Savings Accounts	11,576	7,500	7,500	12,451	0	10,000		
399.000 Transfer In	37,173	48,838	48,838	0	0			
Dept: 000	257,797	1,812,593	1,812,593	474,886	0	10,000	0	0
Total Revenues	257,797	1,812,593	1,812,593	474,886	0	10,000	0	0
Expenditures								
Dept: 539 Department of Public Works								
539.630 Infrastructure	9,660	1,550,346	1,550,346	657,121	0			
Department of Public Works	9,660	1,550,346	1,550,346	657,121	0	0	0	0
Dept: 600 Replacement Reserve								
600.600 Roads & Streets	0	262,247	262,247	0	0			
Replacement Reserve	0	262,247	262,247	0	0	0	0	0
Total Expenditures	9,660	1,812,593	1,812,593	657,121	0	0	0	0
Grand Total:	248,137	0	0	-182,235	0	10,000	0	0

BUDGET WORKSHEET

Town of Redington Beach

Page: 1
6/27/2019
9:46 am

Month: 6/30/2019	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru June	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 400 - Storm Water								
Revenues								
Dept: 000								
312.000 Stormwater Fee Revenue	95,876	94,000	94,000	49,135	0	94,500		
361.200 Interest Savings Accounts	5,747	4,500	4,500	7,178	0	6,000		
Dept: 000	101,623	98,500	98,500	56,313	0	100,500	0	0
Total Revenues	101,623	98,500	98,500	56,313	0	100,500	0	0
Expenditures								
Dept: 535 Storm Water								
535.340 Street Sweeping	750	1,500	1,500	750	0	1,500		
535.441 Utility Mailing Costs	3,599	3,700	3,700	2,411	0	3,700		
535.468 Maintenance CDS Units	2,050	3,500	3,500	1,025	0	3,500		
535.540 Clean Drains & Lines	1,500	2,000	2,000	1,500	0	2,000		
535.548 NPDES Drain Cleaning	977	1,500	1,500	1,022	0	1,500		
535.650 Engineering Expense	8,270	8,000	8,000	8,260	0	10,000		
Storm Water	17,146	20,200	20,200	14,968	0	22,200	0	0
Dept: 541 Roads & Streets								
541.468 Maintenance - Storm Drains	1,362	1,500	1,500	959	0	1,500		
Roads & Streets	1,362	1,500	1,500	959	0	1,500	0	0
Dept: 600 Replacement Reserve								
600.500 Stormwater System	0	76,800	76,800	0	0	76,800		
Replacement Reserve	0	76,800	76,800	0	0	76,800	0	0
Total Expenditures	18,508	98,500	98,500	15,927	0	100,500	0	0
Grand Total:	83,115	0	0	40,386	0	0	0	0