



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA**

Wednesday, April 6, 2022

6:30 P.M.

Town Hall

Assembly Hall

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

Public Safety	Commissioner Murray
Building/Code	Commissioner Skjoldager
Public Works/Parks	Commissioner Cariello
Finance	Vice Mayor Kornijtschuk
Mayor	
Town Clerk	
Attorney Eschenfelder	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, March 16, 2022**
 - B. Board Workshop Meeting Minutes, March 30, 2022**
 - C. Bill List for Day Ending April 1, 2022**
- 8. UNFINISHED BUSINESS**
 - A. Final Reading: Ordinance 2022-03: An Ordinance of the Town of Redington Beach, Florida, Amending 5-57 of the Town Code Concerning Dock Construction Standards; Providing for Codification, Severability, and for an Effective Date.**
 - B. Final Reading: Ordinance 2022-04: An Ordinance of the Town of Redington Beach, Florida, Amending 5-53, 5-55, and 5-56 of the Town Code Concerning Seawall Construction; Providing for Codification, Severability, and for an Effective Date.**
 - C. Final Reading: Ordinance 2022-05: An Ordinance of the Town of Redington Beach, Florida, Amending 21-33 of the Town Code (Residents Only Parking Areas) To Revise**



Parking and Parking Pass Regulations; Providing for Codification, Severability, and for an Effective Date.

- E. Final Reading: Ordinance 2022-06: An Ordinance of the Town of Redington Beach, Florida, Creating 11-23 of the Town Code Concerning Rental of Residential Amenities; Providing for Codification, Severability, and for an Effective Date.**
- F. Stormwater Project: Location of Valves**

9. NEW BUSINESS

- A. Special Magistrate Proposal: Ernest Mueller**
- B. Beach Survey**

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, March 16, 2022
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, March 16, 2022, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

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

Roll Call:

	Present	Absent
Commissioner Cariello	X	
Commissioner Kornijtschuk	X	
Commissioner Skjoldager	X	
Vice Mayor Dorgan	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Mayor Will presented Vice Mayor Dorgan with a plaque for his years of service to the town and thanked him for his dedicated service.

Oath of Office for Commissioners: County Commissioner Kathleen Peters administered the oath of office to Commissioner Kornijtschuk and Commissioner Murray.

Roll Call

	Present	Absent
Commissioner Cariello	X	
Commissioner Kornijtschuk	X	
Commissioner Skjoldager	X	
Commissioner Murray	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Appointment of Department Heads: Mayor Will appointed Commissioner Murray to Public Safety and requested that he meet the deputies and bring ideas for safety on 161st Avenue. Building and Code will

remain with Commissioner Skjoldager, Public Works and Parks will remain with Commissioner Cariello and Finance will be assigned to Commissioner Kornijtschuk.

Nomination for Vice Mayor: A motion by Commissioner Cariello and seconded by Commissioner Skjoldager to appoint Commissioner Kornijtschuk as vice mayor. Motion passed unanimously by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello	X		X		
Commissioner Kornijtschuk			X		
Commissioner Skjoldager		X	X		
Commissioner Murray			X		
Mayor Will			X		

Agenda: Mayor Will requested that the agenda be amended to add the contract for the special magistrate to be added to the agenda under new business. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to approve the agenda as amended. No public comment. Motion passed with all ayes.

Public Forum: Charles Clark, 16108 4th Street spoke regarding the fines for short term rentals, and they should be increased. Attorney Eschenfelder reported that the town's code align with the State Statutes and cannot be increased.

Reports:

Public Safety

- Nothing to Report

Building/Code

- A complete walkthrough has been completed for the permitting process and a video on the process has been uploaded to the town's website.

Public Works/Parks

- The lighting survey has been completed and the commission should consider moving forward on making a decision on the lights. The park board will be making a presentation to the commission tonight.

Finance

- Nothing to Report

Mayor

- The town will be hosting the Big C meeting on March 30th and invites the commission to attend. The meeting starts at 8:30 with a light breakfast and the meeting begins at 9:00. It will be held at the Madeira Beach City Hall. The town will be holding a workshop at 6:00 p.m. on Wednesday, March 30th to discuss the findings of the stormwater cleaning that was just completed.

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Fran Massucci, park board co-chair and Chuck Goldstein, park board member presented the commission with a proposal to install a deck, 90 x 16 around the oak trees in Friendship Park. The consensus of the commission was to move forward with getting quotes on this.

Library Report

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CONSENT AGENDA

- A. Board Regular Meeting Minutes, March 2, 2022
- B. Bill list ending for Day ending March 11, 2022

A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to approve the consent agenda as presented. No public comment. Roll Call vote. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

UNFINISHED BUSINESS

- A. **First Reading: Ordinance 2022-05: An Ordinance of the Town of Redington Beach, Florida, Amending Section 21-33 of the Town Code, (Residents Only Parking Areas) to Revise Parking and Parking Regulations, Providing for Codification, Severability, and for an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to approve Ordinance 2022-05 on its first reading. Discussion ensued amongst the commissioners regarding, blackout dates, limiting the number of visitors passes, limiting the number of permits per household, eliminating visitor passes all together. Also presented was having residential parking throughout the whole town for residents only. Jim Hoffman, 15910 Redington Drive requested that a special meeting or workshop be done for the residents to have their input. He also suggested no visitor passes. Charles Clark, 16108 4th Street also was in favor of no visitor passes. Leslie Wilkins, 505 161st noted that a visitor pass could be offered for a fee and have the plate number on them. Steve Miller, 16335 Redington Drive, asked if this was really a significant problem, as he does not see a problem with parking. Ellen Harvey, 16106 4th Street stated that something needs to be done regarding the parking at the short-term rental next to her. The consensus of the commission was to have a workshop on this. Roll Call was taken, and the ordinance passed on its first reading.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

NEW BUSINESS

- A. Resolution 2022-05: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Providing for Signatories at Chase Bank; and Providing for an Effective Date.** Attorney Eschenfelder read the resolution by title only. Mayor Will noted that this is to add Commissioner Murray as signatory at Chase Bank. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adopt Resolution 2022-05. No Discussion, no public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

- B. First Reading: Ordinance 2022-06: An Ordinance of the Town of Redington Beach, Florida, Creating 11-23 of the Town Code Concerning Rental of Residential Amenities; Providing for Codification, Severability, and for an Effective Date.** Attorney Eschenfelder read the Ordinance by title only. A motion from Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adopt the ordinance on its first reading. Mayor Will reported that this would eliminate homeowners from renting out their pools, garages, rooms, etc. No discussion, no public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

- C. Request from Santa's Angels:** Mayor Will presented the quote from Metro Air on installing a mini split system for the storage area above the public works building. Mike Brown, Wally Hawthorne, Toni Scaar, and Barry Scaar all members of Santa's Angels spoke on their behalf and the needs of the community they serve by having food drives, back to school backpack program, and the Christmas presents that are delivered each year. They noted that an electrician would need to be hired and they have a donor that will pay for the electrician. All commissioners were in favor of installing the A/C unit. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner

Cariello to approve the quote from Metro Air, not to exceed \$5,000.00. Roll call vote was taken, and motion passed unanimously.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

- D. Contract for Special Magistrate:** Attorney Eschenfelder noted that there was never a formal contract for the special magistrate, that there was only an agreement by the commission to appoint her as the special magistrate. Attorney Eschenfelder reported that he reached out to Ms. Schecter and she was more than happy to serve the town as special magistrate. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to approve the contract presented. Roll call vote was taken and motion passed unanimously.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

Other Business

Attorney Eschenfelder noted that in speaking with the clerk, there is no formal agreement between the Town and Santa's Angels for using the space in the public works building. He noted that a formal agreement should be drawn up even if there is no rent attached to the contract. Attorney Eschenfelder will draw up a contract for the two parties to sign. Barry Scarr noted that Santa's Angels do have their own liability insurance for one million dollars and will supply the town with a copy.

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 7:51 p.m.

Adopted: , 2022

Missy Clarke, CMC, Town Clerk



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, March 30, 2022
6:00 p.m.

Having been duly advertised as required by law, the **Workshop Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, March 30, 2022, 6:00 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Will called the **Workshop Meeting** to order and led the pledge of allegiance.

Roll Call:

	Present	Absent
Commissioner Cariello	X	
Commissioner Kornijtschuk	X	
Commissioner Skjoldager	X	
Vice Mayor Dorgan	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Agenda: Mayor Will asked for approval of the agenda. A motion by vice mayor Kornijtschuk and seconded by Commissioner Cariello to accept the agenda as presented. Motion passed with all ayes.

Public Forum:

UNFINISHED BUSINESS

- A. Discussion on Stormwater Project:** Commissioner Cariello gave background on the cleaning and mapping process that has been completed by Seminole Septic. He noted that the system is in overall good shape and there are three locations that have leaks. The mapping showed that there are some lateral pipes running through the system and they do not pose any safety issues. Todd Watson, of Seminole Septic spoke on the lateral pipes and stated that they see this everywhere and is not rare at all.

John Hurlburt, 16006 2nd Street had questions on the yellow pipes that are intruding into the stormwater pipes and asked if they were gas lines if they could be rerouted.

Tim Thompson, 205 162nd noted that some of the storm drains have dirt trenches routed to them and requested that the swale system be evaluated.

Linda Soilleau 16107 Gulf Blvd, noted that construction sites have materials that are going down the drains and they should be fined and have to reclean the pipes.

Fifteen locations have been identified throughout the town that are the most critical areas for flooding during high tides.

Commissioner Cariello has spoken to the Wastop Company and all valves are available and there should be no major delays for installation. He also spoke to Aquanatik and they will do a group of valves at the same time.

Ed Davis, 24 161st thanked Commissioner Cariello for keeping his campaign promise for the storm drain project.

Bob Bunch, 508 161st, questioned the commission on the valves that were previously placed in town.

Joe Smiley, 15909 1st Street, thanked Commissioner Cariello for following through on his campaign promises. He also noted that more community education and outreach should be done for residents to help prevent flooding.

Evan Soilleau, 16107 Gulf Blvd noted that he is in favor of installing all valves throughout the town.

Annette Gelbrich, 510 161st, spoke on swales, ROW, and pavers.

The consensus of the commission was to add this as an agenda item for the April 6th meeting to vote on the number of valves to install.

- B. Discussion of Ordinance 2022-05 Residents Only Parking Areas:** Mayor Will noted that the reason behind this ordinance is to prioritize the beach parking lot for residents. His wish lists include: defining a property owner versus a resident, a non-transferable sticker that must be adhered to the vehicle, no laminating, renew the permit every year, a change from every two years, regular enforcement by the deputies and to eliminate visitor passes all together.

Commissioner Murray's wish list would include: two parking passes for each owner and no visitor parking passes. He noted that on Sunday ten cars were parked in the lot and four were without stickers.

Commissioner Skjoldager is in favor of guest parking permits and for having black out dates during peak tourist season for guest parking passes. She noted that a phased approach should be done to see if the changes make a difference and if not revisit the ordinance in the future.

Vice Mayor Kornijtschuk is in favor of the stickers and limit two per household and if it is lost, they are not allowed to get another one. He also stated that visitor passes should be limited with enforcement being increased as well as a fine. He is not in favor of making the whole town resident parking only.

Commissioner Cariello noted that the definition of resident needs to be addressed and he is in favor of all streets in town to be resident parking only. He noted that all cars and golf carts should

be allowed to get stickers for parking. He would like to expand parking to include street parking and ROW parking for all residents. He also had the idea of "event parking" for residents if they were having a party and the visitor pass would be for that event only. Another option would be for a "guest pass" which would allow a guest to park on the street in front of the house, but not at Beach Park.

Bob Bunch, 508 161st was not in favor of the street parking.

Linda Soilleau, 16107 Gulf Blvd, does not want the stickers to identify that they are residents of Redington Beach. She also believes there needs to be some type of exception for the residents that only live here for six months out of the year. She requested that a map be posted to the website where residents are allowed to park.

Joe Smiley, 15909 1st Street stated that if there is a party and only temporary passes are given for that day, he doesn't see a problem with that.

Ed Davis, 24 161st asked the commission to keep the process simple and that enforcement is key. His idea is to only allow four visitor permits per day, then issue no more. He also suggested that a hanging pass be for guest parking.

Annette Gelbrich, 510 161st, asked how many complaints there have been and asked if it was recorded. She asked the commission to wait until the Air BnB issue has been resolved before moving too fast on changing the ordinance. She is in favor of no temporary passes and no hang tags. She is also in favor of no parking at Town Park or Friendship Park for non-residents.

Commissioner Cariello read the definition of resident as defined by Madeira Beach.

Ron Graham, 15920 Redington Drive stated that another bike rack should be added to Beach Park and asked about commercial vehicles parking on the streets.

James Hoffman, 15910 Redington Drive, asked about homeowners who do not live here, but plan to retire here eventually. Are they allowed to get a beach parking sticker?

In conclusion, the commission decided to have another workshop on this subject prior to final reading of the ordinance.

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 7:54 p.m.

Adopted: , 2022

Missy Clarke, CMC, Town Clerk

Date: 04/01/2022

Time: 12:01 pm

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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	2022-03-17	Legis. Wrap up event	0	03/17/2022	03/17/2022	30.00
	CHASE CARD SERVICES	101178	Murray Orientation	0	03/29/2022	03/29/2022	99.00
							129.00
						Total Dept. Legislative:	129.00
Dept: 512 Town Clerk							
101-512-512.269	Flood Insurance						
	WRIGHT NAT FLOOD INS CO	050291121 12	2022-03-24 4/8/22-4/8/23	0	03/24/2022	03/24/2022	7,277.00
							7,277.00
101-512-512.315	Temporary Serv						
	KAZI HASSAN	2022-03-31	REFUND-Variance App. fee	0	03/31/2022	03/31/2022	250.00
							250.00
101-512-512.410	Telephone						
	CHARTER COMMUNICATION	056775401030922	3/8-4/7/22	0	03/09/2022	03/09/2022	199.96
							199.96
101-512-512.411	Internet Services						
	CHARTER COMMUNICATION	056775401030922	3/8-4/7/22	0	03/09/2022	03/09/2022	147.97
							147.97
101-512-512.440	Utilities- Water/EI						
	DUKE ENERGY	910089570426	2022-03-28 2/16-3/16/22	0	03/25/2022	03/25/2022	220.18
							220.18
101-512-512.480	Promotion/Public						
	MISSY CLARKE	2022-03-30	Big C Supplies	0	03/30/2022	03/30/2022	40.73
							40.73
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPAI	216645	Ad Ord, 2022-03	0	03/23/2022	03/23/2022	49.60
	TIMES PUBLISHING COMPAI	216649	Ad Ord. 2022-04	0	03/23/2022	03/23/2022	49.60
	TIMES PUBLISHING COMPAI	216655	Ad. Ord. 2022-05	0	03/23/2022	03/23/2022	49.60
	TIMES PUBLISHING COMPAI	216658	Ad Ord. 2022-06	0	03/23/2022	03/23/2022	49.60
							198.40
101-512-512.510	Office Supplies						
	RAPID BLUEPRINT & SUPPL	88965	Large maps	0	03/23/2022	03/23/2022	98.50
							98.50
						Total Dept. Town Clerk:	8,432.74
Dept: 513 Finance & Admin							
101-513-513.415	Fund Balance Su						
	TYLER TECHNOLOGIES.INC	025-371015	5/1/22-4/30/23	0	04/01/2022	04/01/2022	1,181.13
							1,181.13
101-513-513.495	Janitorial Service						
	HIP CLEANING SERVICE	107	02-22,03/22 Office Cleaning	0	03/21/2022	03/21/2022	420.00
							420.00
						Total Dept. Finance & Admin:	1,601.13
Dept: 514 Legal Counsel							
101-514-514.310	Legislative Couns						
	SHUMAKER ADVISORS FLOI	1685	Lobbyist fee March 2022	0	03/01/2022	03/01/2022	2,796.40
							2,796.40
						Total Dept. Legal Counsel:	2,796.40

Date: 04/01/2022
Time: 12:01 pm
Page: 2

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	1135989	Code Enf. Feb 2022	0	03/02/2022	03/02/2022	1,543.80
	PINELLAS COUNTY SHERIFF	1140294	Code Enf. March 2022	0	03/30/2022	03/30/2022	3,012.90
							4,556.70
Total Dept. Protective Services:							4,556.70
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	910087018726	2022-03-18 2/11-3/11	0	03/15/2022	03/15/2022	61.69
							61.69
Total Dept. Department of Public Works:							61.69
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Light						
	DUKE ENERGY	910089502929	2022-03-28 1/19-3/16/22	0	03/25/2022	03/25/2022	7,514.66
							7,514.66
Total Dept. Roads & Streets:							7,514.66
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	910087018924	2/11-3/11/22	0	03/15/2022	03/15/2022	33.46
	DUKE ENERGY	910089570153	2/11-3/11/22	0	03/25/2022	03/25/2022	32.60
	DUKE ENERGY	910089570252	2022-03-28 2/11-3/11/22	0	03/25/2022	03/25/2022	32.63
							98.69
101-572-572.462	Maintenance - Grounds						
	BEACH HARDWARE	685958	Spray paint, batteries, bags	0	02/18/2022	02/18/2022	81.50
	BEACH HARDWARE	913719	Batteries, sprinkler heads,oil	0	03/28/2022	03/28/2022	75.53
							157.03
101-572-572.521	Twin Towers Open Space						
	FLORIDA MONUMENT	220306	Engraved brick - UNGER	0	03/22/2022	03/22/2022	34.00
							34.00
101-572-572.522	Gasoline & Oil						
	BEACH HARDWARE	913719	Batteries, sprinkler heads,oil	0	03/28/2022	03/28/2022	5.89
	WEX BANK	0033126	Unleaded	0	03/15/2022	03/15/2022	71.96
	WEX BANK	037218	Unleaded	0	03/17/2022	03/17/2022	44.94
	WEX BANK	057836	Unleaded	0	03/31/2022	03/31/2022	72.83
							195.62
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	34145	1 yard shell mulch	0	03/11/2022	03/11/2022	58.00
							58.00
Total Dept. Parks and Recreation:							543.34
Total Fund General Fund:							25,635.66
Grand Total:							25,635.66

3/21/2022

10307 Payroll
10308 Payroll
10309 Payroll
10310 Payroll
10311 Payroll
10312 Payroll
10313 Payroll
10314 Payroll
10315 Payroll
Retirement
Payroll Liabilities

197.05
207.79
277.05
277.05
461.75
2,435.92
1,469.54
1,501.07
1,093.09
1,688.71
3,810.95

13,419.97

MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER SKJOLDAGER

COMMISSIONER MURRAY

ATTEST:

COMMISSIONER CARIELLO

Missy Clarke, CMC, Town Clerk

Regular Meeting of April 6, 2022

ORDINANCE NO. 2022-03

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
AMENDING § 5-57 OF THE TOWN CODE CONCERNING DOCK
CONSTRUCTION STANDARDS; PROVIDING FOR CODIFICATION,
SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

WHEREAS, § 5-57 of the Town Code establishes regulations governing the construction of docks within the Town; and

WHEREAS, the section was last amended on March 17th 2021 by Ordinance 2021-01; and

WHEREAS, the Town's experience in implementing certain provisions in the 2021 version of § 5-57 has revealed that certain provisions have had the unintended consequence of preventing existing docks to be lengthened in appropriate circumstances; and

WHEREAS, the Town's Building Official has recommended the revision to § 5-57 set forth in this Ordinance; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town, its residents, and property owners, to approve the regulatory change set forth in this Ordinance.

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

Section 1. Section 5-57 of the Town Code of the Town of Redington Beach is hereby amended to read as follows:

Sec. 5-57. – Specifications for docks.

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

- (1) The top of piling shall not be higher than ~~four and twelve one-hundredths feet, NAVD~~ than the existing seawall cap and the top of the lift-poles and tie poles shall not be higher than twelve and twelve one-hundredths feet, NAVD.
- (2) ~~All piling shall be of precast class IV concrete, as specified by Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, January, 2021, Edition, 3,500 pounds per square inch or better in 28 days, or of southern pine piles conforming in physical quality to American Society for Testing and Materials Specifications D 25-55, which have been treated in conformance with American Wood Preservers Association Standard C-3 with chromated copper arsenate (CCA, type A, B, or C) in accordance with American Wood Preservers Association Standard P-5, and which have minimum butt size of nine inches diameter and tip sizes of six inches diameter.~~
- (3) ~~When southern pine piles treated with chromated copper arsenate, type A, B, or C, are used, analysis by assay extraction in accordance with American Wood Preservers~~

Association Standard A-2 may be required to show a minimum retention and distribution of solid preservative of two and one-half p.c.f. in the zone zero to one and one-half inches from the surface and one and one-half p.c.f. in the zone one and one-half to two and zero one hundredths inches from the surface. In no event shall penetration be less than six feet into the submerged bottom. If impenetrable material is encountered, a variance to this minimum penetration requirement is required.

- (4) ~~All concrete piling shall be at least eight inches square in cross-section. Concrete pilings shall incorporate at least four no. 5 steel rods (five eighths inch diameter) epoxy coated running the entire length thereof, and tied or welded in the form of a three inch to four-inch square cage. All steel reinforcing rods shall be covered by at least two inches of concrete.~~
- (5) ~~Tie piling shall project above the surface of the water or land only as high as may be reasonably necessary for use and application; in no case shall this be higher than ten feet above mean high water. All such piling shall be either concrete or southern pine piling treated in conformance with American Wood Preservers Association Standard C-3 with chromated copper arsenate (CCA) type A, B, or C, and as approved by the town.~~
- (6) ~~All metal fastenings shall be hot dip galvanized or better.~~
- (7) ~~All other timber shall be pressure treated.~~
- (8) ~~Spacing of pile bents shall not exceed 12 feet on center. For timber decked dock construction, the second bent shall not exceed 14 feet in front of the beginning of the dock. The first bent of piling shall be located no further than two feet from the mean high water or the seawall. Outside stringer systems shall be doubled two inch by eight-inch pressure treated timber or greater. Five eighths inch diameter galvanized bolts or greater are to be used for attachment of stringers to piling. Intermediate stringers shall be single two inch by eight inch or greater, with a maximum three feet zero inches on-center spacing. Decking shall be two inch by six inch, or greater, pressure treated lumber. All pile bents shall have pile caps, two inches by eight inches, bearing stringers to support deck joists on main dock and only on docks with wood pilings. All intersections (stringers) shall be bolted.~~
- (9) ~~All floating private docks to be constructed in the waters of the town must have a minimum of 20 pounds per square foot flotation and shall comply with the requirements of subsection 5-57(c).~~
- (10) ~~The intersection of the main dock and finger piers will be constructed by the installation of a pile under the finger pier at the intersection, or by an approved bolted connection; in no case will nailed connection be used.~~
- (11) ~~Where, because of space restrictions, double stringers are abutted against the seawall, pile caps shall be installed. Such pile caps are to be doubled two inches by eight inches and bolted at each pile.~~
- (12) ~~Wave break devices, when necessary, shall be designed to allow for maximum water circulation and shall be built in such a manner as to be part of the dock structure or tie poles.~~

- (13) ~~Docks shall be constructed to allow for maximum light penetration. Special restrictions may be applied where natural resources are present on a case by case case by case basis.~~
- (14) ~~Walkways to dockhead intersections not supported directly by piles under the connection must be diagonally bolted through the intersecting stringers (minimum triple two-inch by eight-inch dock head stringers) or the use of a two-inch by four-inch by one-fourth-inch galvanized angle bracket or larger must be utilized.~~
- (15) ~~Catwalks supported by a single pile at each bent and cantilevered structures shall be no wider than 30 inches.~~
- (162) Environmentally sustainable building practices shall be utilized unless, in the opinion of the building code administrator, it is impracticable to do so.
- (173) The dock facility shall consist of the slips, boatlifts, dock, catwalks, platforms, lower landings, tie poles, and personal watercraft lifts.
- a. All dock facilities except for boatlifts and associated catwalks, and tie poles, shall be contained within the center one-third of the property along the waterfront, but in no case shall any part of the dock facility be located any closer to a side lot line than the required setback for the zoning district in which the property is located.
 - b. Boatlifts and associated catwalks, and tie poles may be located no closer than seven and one-half feet from the property lines of the associated property as extended into the water provided that no boat may be tied to the side of a tie pole closer to the property line.
 - c. One dock per single-family property is permitted.
 - d. A maximum of two slips with or without boat lifts are permitted.
 - e. The maximum allowable dock facility shall be within a 30-foot length from the seawall.
 - f. The total amount of decking including dock and catwalks shall be not greater than 500 square feet.
 - g. No portion of the dock facility and/or boat or personal watercraft shall be any closer than the greater of seven and one-half feet to the side property line or the required side setback as extended into the water unless the facilities are a shared property line dock. Two property owners may choose to abut their dock facilities among their common property line.
 1. Two property owners sharing a common side property line as extended into the water can may choose to have a common dock in lieu of two individual private docks.
 2. Shared property line docks on a common property line shall be allowed and shall require an agreement between the property owners that includes a provision that the property owners shall be responsible for the removal of the dock should that agreement be terminated. The agreement shall be recorded with the county, with a copy of the recorded agreement provided to the town.

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

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

~~(184)~~ A dock facility which, when constructed, was lawfully constructed either as a matter of right or through the grant of a variance, may be repaired or rebuilt by its owner, s in the same configuration, height and size as the original dock facility prior to the repair or rebuild shall be allowed to repair their docks which have been damaged by a natural disaster (act of God, heavy winds and/or seas), in the same configuration of the original permitted dock. This subsection shall not apply in instances where the destroyed or damaged dock was not originally permitted by the town. If a permit has not been applied for within 90 days from the date of destruction, the dock shall conform with all the provisions of this chapter.

~~(195)~~ Any dock facility which, when constructed, was lawfully constructed either as a matter of right or through the grant of a variance, shall be allowed to continue to exist and be used and maintained as a lawful non-conforming use should any provision of this code be amended after the construction of the dock facility to provide for different configuration or demintional requirements for new dock facilities. Notwithstanding the foregoing, all existing dock facilities must still be in compliance with all safety and maintenance requirements related to such facilities which are set forth in this code or state law existing at the time of the adoption of this section, although such dock facility does not conform with the provisions hereof, may be continued. Non-conforming dock facilities that are lawfully constructed in accordance with the code applicable to the dock facility at the time of construction, or in accordance with a variance granted by the board of adjustment, may expand as a matter of right provided that said expansion does not further increase the degree of non-conformity.

Unless approved as a variance by the board of adjustment, no alterations may be made to any dock facility that is not constructed in accordance with the code applicable to the dock facility at the time of construction, or in accordance with a variance granted by the board of adjustment, if such alterations will increase the dock facility's degree of non-conformity. Work to maintain, repair, rebuild or reconstruct necessary to keep the dock facility in sound condition within the same or smaller footprint is permitted.

For the purposes of this section, "increase the degree of non-conformity" is limited to the non-conforming aspect of the existing dock facility and additions or expansions that would be permitted for a new or conforming dock facility shall not be deemed as increasing the degree of non-conformity and shall be permitted as a matter of right. For example, expansion of the width of a nonconforming dock facility is permissible when the conformity is as to the length of the dock.

~~(206)~~ There will be a permit fee for all docks subject to inspection as established by the commission from time to time in subsection 6-308(f).

~~(217)~~ DExcept as changed by the provisions of sections 6-307 and 6-314, docks erected serving any lots in the town shall be subject to the following restrictions governing size, shape and location:

- a. No dock shall be erected which will, in the opinion of the building official, deprive owners of adjacent or nearby lots of equal docks and equal access to the docks.
 - b. Except as provided in subsection 5-57(a)(5)d., no dock construction, including all landings and stairs, shall project more than 30 feet from the face of the seawall, or 30 feet from the shoreline, which is defined for the purpose of this section as the mean low water line.
- (b) *Maximum height of enclosed docks.* No enclosed or covered portion of any pier, dock, walkway, or other similar structure extending beyond the high-water mark of the waters of Boca Ciega Bay on any cove, inlet, or arm thereof from the adjacent lot elevation shall rise in height more than three feet above the level of the lot elevation. This provision shall not, however, apply to open-work railings, fish-cleaning tables, and flag or signal poles placed thereupon.
- (c) *Floating docks.* No floating dock shall be installed that will exceed the length and width and summation of total dockage square foot area limitations for floating and pile installed docks as provided in this article. Nothing in this section shall prohibit the installation of floating docks so long as they are constructed of completely new components attached to new and separate piling and comply with all other appropriate sections of this article and the seal and signature of the engineer of record as defined in ~~§section~~ 10-10 of this ~~c~~Code shall be affixed to all plans submitted for such docks. Floatation shall be no less than that specified by the county. No floating dock shall be placed or situated in any of the town's waterways so as to impede or restrict in any way the free and safe passage of any other vessels using or entitled to use the waterways of this state.
- (d) *Disposition of removed dock concrete.* Concrete pilings and other concrete remnants of docks being replaced by new docks may be placed on the seabed subject to the following restrictions:
 - (1) For a non-residential dock the engineer of record, as is defined in ~~§section~~ 10-10 of this ~~c~~Code, or for a residential dock, the contractor to whom the dock permit is issued, certifies in writing to the town, on a form to be provided by the town, that:
 - a. There are no contaminants in the concrete that would adversely affect water quality based on the standards established by the county; and
 - b. There are no seagrasses or other environmentally sensitive features on or within 15 feet of the location where the concrete is to be placed.
 - (2) There is no exposed metal on or within the concrete;
 - (3) The concrete:
 - a. Is placed under the footprint of the new dock; or
 - b. Is placed at the base of the seawall in a single row in physical contact with the seawall or with previously placed removed concrete; and
 - c. Is located completely below the mean low water elevation.
 - (4) The removed concrete may project above the mean low water elevation at the seawall if it is covered by material that meets the requirements of ~~§section~~ 5-63, "riprap" of this ~~c~~Code.

Section 2. 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 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 2nd day of March, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 6th day of April, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Missy Clarke, CMC, Town Clerk

ORDINANCE NO. 2022-04

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
AMENDING § 5-53, § 5-55, and 5-56 OF THE TOWN CODE CONCERNING
SEAWALL CONSTRUCTION; PROVIDING FOR CODIFICATION,
SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 5 of the Town Code provides for regulations governing the construction of seawalls within the Town; and

WHEREAS, the Town's Building Official has reviewed these seawall construction regulations and has recommended the revisions to § 5-53, § 5-55, and 5-56 set forth in this Ordinance so as to remove outdated provisions and to allow seawall design professionals to design seawalls according to best and current engineering standards; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town, its residents, and property owners, to approve the regulatory change set forth in this Ordinance.

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

Section 1. Sections 5-53, 5-55, and 5-56 of the Town Code of the Town of Redington Beach is hereby amended to read as follows:

Sec. 5-53. Permit.

- (a) *Required.* It shall be unlawful to erect, construct or alter any seawall, bulkhead, retaining wall, groin, jetty or dock, or any part thereof, or any projection or prolongation thereof, without first obtaining a permit pursuant to this section.
- (b) *Application.*
 - (1) An application for the permit required by this section shall be submitted to the town clerk in such form as may be prescribed by the board of commissioners, containing a detailed statement of the specifications and plans for such structure, together with a plat plan showing the location of such contemplated structure or alteration in conjunction with adjoining lands, waters and channels, and such other plans and structural drawings as may be reasonably required by the board of commissioners.
 - (2) Such application shall be sworn to by the applicant, and shall recite the full name, residence or business address of the owner, the address or location of the premises upon which the structure is to be erected, altered or removed, the cost of the proposed work, and the address of the contractor or other person authorized by the owner to perform the contemplated work.
- (c) *Issuance.* The building official shall analyze the plans, specifications and application for a permit required by this section and, upon determination that the contemplated work will be done in conformity with this article, shall advise the town clerk to issue a permit to perform

such work, subject to such reasonable schedule of inspections and final approval and conditions as the board may deem necessary.

- (d) *Display.* All permits issued under the provisions of this chapter shall be prominently and openly posted, and viewable by the public from the street during the progress of the work and until final inspection is performed and approved by the building official, code enforcement officer or other official authorized by the town, if such final inspection is required. Failure to properly display all permits may be cause for said official to halt all work until such permits are located and properly displayed.
- (e) *Expiration.* The permit issued under the provisions of this section and approval of applications, plans and specifications related to such permit shall expire six months from the date of the original approval or issuance thereof. This limitation shall not apply when work thereunder has been begun and carried on with reasonable diligence and continuity, but the permit or approval shall in no event be valid for a period longer than one year from the original approval or issuance thereof.

~~(f) Fees.~~ Permit fees shall be as follows:

~~(1) Fill and grading of site:~~

~~1—100 cubic yards, minimum fee\$ 20.00~~

~~101—1,000 cubic yards, minimum fee30.00~~

~~1,001—10,000 cubic yards, minimum fee45.00~~

~~Above 10,000 cubic yards:~~

~~Base fee50.00~~

~~Plus, for each additional 10,000 cubic yards or fraction thereof20.00~~

~~(2) Seawalls, docks, davits and fences:~~

~~Work up to \$250.00 in estimated value, minimum fee20.00~~

~~Work above \$250.00 in estimated value:~~

~~Base fee20.00~~

~~Plus \$2.00 per \$100.00 or fraction thereof above \$250.00.~~

~~Maximum fee for any one job of this classification250.00~~

Sec. 5-55. Appeals.

Any person aggrieved by any order of the building official with regard to erection or alteration of structures pursuant to this article may appeal to the board of adjustment as provided for in § 6-289(3) of the code~~commissioners or other appeals board as provided by law.~~

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

- (a) *Generally.* Any seawall, bulkhead, or retaining wall hereafter constructed within the territorial limits of the town shall be designed, laid out, and constructed in conformance with

the duly and lawfully established bulkhead line after the plans, specifications, standards, and design shall first have been submitted, analyzed, and approved by the building official as required by this article. Such construction shall be contiguous with the existing adjacent bulkhead or seawall line if such line exists, or within 18 inches face to face of vertical walls, if possible, when installed in front of an existing seawall, and shall be of strong and durable materials, design, and construction, built in a good, substantial, and workmanlike manner. All seawalls shall be tied back or restrained in accordance with the specifications approved by the engineer of record.

For the purposes of this section, the "engineer of record" is defined in section 10-10 of the Town Code.

For the purposes of this section, DWYDAG construction means high-strength tieback rods.

All seawalls shall be designed by a Florida-licensed professional engineer who shall be the engineer of record. All designs, specifications, determinations, instructions, requirements, and decisions by the engineer of record shall be subject to the concurrence of the building official, which concurrence shall not be unreasonably withheld.

- (b) *Location.* All seawalls, bulkheads, or retaining walls shall be erected on the property line closest to the water, according to the last recorded plat thereof, or within 18 inches as referenced above. Only one such waterward extension shall be permitted.
- (c) ~~*Structures constructed on waters other than the Gulf of Mexico.* Unless for good cause based on reasons of public safety wherein a specified exception is granted by the board of commissioners, seawalls, bulkheads, and retaining walls constructed or altered, projected, or prolonged on or adjacent to waters other than the Gulf of Mexico shall be of masonry, or aluminum, vinyl, or composite construction in compliance with the minimum standards set forth in this subsection.~~
- (1) ~~*Masonry seawalls.* Seawalls, retaining walls, and bulkheads that are constructed of concrete will utilize the tongue and groove or other approved method of sheet-pile-type construction with poured in-place concrete cap and tie-back anchors. The concrete shall have a minimum test strength of 3,500 pounds per square inch at 28 days, and all reinforcing steel shall be covered with a minimum of three inches of concrete. All concrete and reinforcing steel shall be minimum of FDOT type #1 or 3,500 pounds per square inch at 28 days or higher as specified by the engineer of record.~~
- a. ~~Concrete slabs may be precast or prestressed and designed for the appropriate exposed height and loading by the engineer of record. Minimum thickness must be six inches.~~
- b. ~~The poured in-place concrete cap shall not be less than 12 inches in thickness or less than 16 inches in width. Design will be determined by the engineer of record. (See subsection 5-56(d): stress beams and span beam caps).~~
- c. ~~The cap shall contain continuous horizontal steel reinforcement as designed by the engineer of record in accordance with industry accepted standards and practices, and subject to the approval of the building official. At no place shall reinforcing bars be closer than three inches to the exterior face of the concrete cap. The #3 or larger stirrups for the continuous reinforcing bars shall be placed at a maximum of 24 inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that the steel~~

shall not be continuous through expansion joints. The reinforcing steel shall have sufficient ties to hold the rods in a horizontal position and properly spaced from the forms. Expansion joints shall normally be provided every 50± feet except on the outside radii, which may be farther apart per the engineer of record's design. Expansion joints shall be placed over slab joints.

- d. ~~Tieback rods shall be hot dipped galvanized (HDG) or epoxy coated steel encased in compatible diameter PVC pipe and shall be equal to or greater than a one inch diameter for tie rods with deadman anchors holding the main seawall. One inch diameter aluminum tieback rods or the appropriate sized DWYDAG tie rods, as determined by the engineer of record, may also be used. If Manta Ray anchors are used, the tie rods may be three-quarters inch or one inch diameter per the required loading, as determined by the engineer of record. All such rods shall be spaced not more than ten feet on center or per the engineer of record's design. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the mud line. In no case shall the tie rods be of shorter length than ten feet, unless they are connected to cantilevered piling anchors which can be closer to the seawall. Manta Ray anchors must provide adequate pull back loading as determined by the engineer of record.~~
- e. ~~All anchors shall be poured in place concrete containing not less than six cubic feet of concrete, and shall have not less than six square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement per the engineer of record's design. The anchors shall have a minimum of 30 inches of earth cover or a minimum depth as specified by the engineer of record's design. Manta ray anchors or helical anchors may be used per the engineer of record's design with the tension or torque stated on the plans. Torque testing shall be done by the contractor subject to the approval of the engineer of record.~~
- f. ~~The penetration of each seawall slab into firm ground shall be in accordance with an approved plan prepared by the engineer of record. Such penetration shall be equal to 0.67 times the height of the wall above the mud line or 0.4 times the total length of the slab, whichever is greater. In no case shall the seawall slab be of shorter length than eight feet or greater if soil conditions warrant, as determined by the engineer of record. If rock or very firm clay is encountered and the above criteria cannot be met, the engineer of record may require trenching or other remedies, subject to the approval of the building official.~~
- g. ~~The elevation for all seawalls, bulkheads, and retaining walls fronting on the bay shall be equal to or greater than an elevation of 4.12 feet, NAVD, as defined in section 10.10 of this Code, mean sea level.~~

(2) *Aluminum seawalls.* Aluminum seawalls shall be constructed as follows:

- a. ~~Sheet piles shall be fabricated from aluminum alloy 5052-H141, conforming to ASTM designation B209 alloy 5052 for chemical composition; also having a minimum thickness of 0.125 inches and minimum tensile strength of 35,500 pounds per square inch. Corrugations shall have a minimum nominal nine inch pitch, and nominal two and one half inch depth. The penetration into firm ground shall be~~

equal to 0.67 times the height of the wall above the mud line, or 0.4 times the total length of the sheet, whichever is greater. In no case shall the total sheet be less than six feet in length. The size and length of the sheets is to be determined by the engineer of record for the site conditions and loading.

- b. ~~The cap may be an aluminum extrusion designed to fit the designed aluminum sheet piles and installed per the manufacturer's recommendations. The poured in-place concrete cap shall not be less than 12 inches in thickness or less than 16 inches in width with the full cross-section of concrete formed and poured. Filter fabric or cheese cloth draped over the sheets is not permitted. (See subsection 5-56(d), stress beams and span beams.)~~
- e. ~~The cap shall contain continuous horizontal steel reinforcement as designed by the engineer of record. At no place shall reinforcing bars be closer than three inches to the exterior face of the concrete cap. The #3 stirrups for the continuous reinforcing bars shall be placed at a maximum of 24 inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints but be three inches from the cap expansion joint material. The reinforcing steel shall have sufficient steel ties to hold the rods in a horizontal position and properly spaced from the forms. Expansion joints shall normally be provided every 50± feet or as determined by the engineer of record and be over sheet interlocks.~~
- d. ~~Anchor rods and deadman anchor plates shall be fabricated from aluminum alloy 6061-T6, conforming to ASTM designation B221 alloy 6061 for chemical composition, also having a minimum thickness of anchor plates of 0.10 inch and minimum tensile strength of 38,000 pounds per square inch. The size of the anchor plates shall be designed by the engineer of record. Anchor plates shall be placed with the top at least 30 inches below the elevation of the wall cap. The anchor rods shall be not less than 0.75 inch in diameter, and shall be equipped with a rod sleeve, nut and curved washer where they pass through the cap. Anchor rods shall be installed continuously along the wall at a spacing and a length determined by the engineer of record. The minimum length shall be ten feet. One tie-back system shall be constructed at each end of the wall and thereafter one tie-back system shall be constructed throughout per the design. All tie rods shall be pre tensioned after placement of backfill around anchor plates, but before final backfill of sheeting. Such pre-tensioning shall not tend to move the sheets or anchors.~~

~~HDG PVC encased steel tieback rods with six inch by six inch by one half inch HDG plate washers and nuts may be used with concrete deadmen or Manta Ray anchors as long as the steel tie rods and washers are isolated from the aluminum sheets with a plastic or neoprene material. Tie rods shall be placed in the coping so that the anchor pull brings the coping in direct contact with a bayside corrugation of the wall sheeting with the washers against the outside portion of the corrugation or in the same location in the cap if not against the outside corrugation of the sheet. Tieback rods may also be #8 Grade 60 plain rebar PVC encased with a 90 degree bend 12 inches long each end.~~

- e. ~~The standards described in this subsection assume sandy soil with an angle of repose of 30 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of limitations specified in this subsection, the wall shall be of concrete, vinyl, or composite construction, in accordance with subsection (c)(1) of this section.~~
- f. ~~There shall be no dissimilar metals or metal systems bonded to the wall. If there is no option but to use dissimilar materials, such materials shall be coated in a manner prescribed by the engineer of record.~~
- (3) ~~Vinyl and composite seawalls. All vinyl and composite seawalls shall have an allowable section modulus per the manufacture's specifications greater than the section modulus calculated per the site conditions and loading.~~
 - a. ~~Vinyl seawalls shall comply with the following minimum requirements:~~
 - 1. ~~Tinsel strength 6000 pounds per square inch. Allowable bending stress of 3,200 pounds per square inch.~~
 - 2. ~~Modulus of elasticity of 350,000 pounds per square inch.~~
 - b. ~~Composite seawalls shall comply with the following minimum requirements:~~
 - 1. ~~Allowable bending stress of 25,000 pounds per square inch.~~
 - 2. ~~Modulus of elasticity of 4,600,000 pounds per square inch.~~
- ~~Drains in vinyl or composite seawalls with a minimum of 1.25 inch interior diameter shall be installed as prescribed on the plans. Types of drains will be selected by the engineer of record, in accordance with the approved drainage plan.~~
- e. ~~The poured in place cap shall be a minimum of 12 inches thick by 16 inches wide or as designed by the engineer of record (see subsection 5-56(d), stress beams and span beams). It shall contain continuous horizontal steel reinforcement per the engineer of record's design. At no place shall the reinforcing bars be closer than three inches to the exterior face of the concrete cap. The #3 stirrups for the continuous reinforcing bars shall be placed at a minimum of 12 inches on center. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. The reinforcing steel shall have sufficient steel ties to hold the rods in a horizontal position and properly spaced from the forms. Expansion joints shall normally be provided every 50± feet or per the engineer of record.~~
- d. ~~Tieback rods shall be HDG or epoxy coated steel encased in compatible diameter PVC pipe and shall be equal to or greater than one-inch diameter for tie rods with deadmen anchors holding the main seawall or stress beams. One inch diameter aluminum tieback rods or the appropriate sized DWYDAG tie rods may also be used. If Manta Ray anchors are used, the tie rods may be three-quarters inch or one-inch diameter per the required loading. All such rods shall be spaced per the engineer of record's design. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the mud line. In no case shall the tie rods be of shorter length than ten feet unless they are connected to~~

cantilevered piling anchors which can be closer to the seawall per the engineer of record's design.

- e. ~~All anchors shall be poured in place concrete containing not less than six cubic feet of concrete, and shall have not less than six square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement per the engineer of record's design.~~
- (d) ~~*Stress beams and span beams.* If the engineer of record determines the seawall can be supported with a stress beam to be constructed on the seawall at or above the top of the barnacle line, the stress beam will be designed with a reinforced steel cage and either HDG or stainless steel tieback rods with washers embedded in the stress beam concrete to either Manta Ray anchors, concrete deadmen, or cantilevered wood or concrete piling. If pilings are used, there will be a shear connection between the stress beam and the concrete slabs to keep the stress beam from "sliding up the slabs."~~

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

- (e) ~~*Structures constructed on the Gulf of Mexico.* All seawalls, bulkheads, or retaining walls constructed, altered, projected, or prolonged on the Gulf of Mexico shall be of concrete or steel construction in compliance with the following minimum standards:~~
- (1) ~~Seawalls and bulkheads shall be of concrete, utilizing the tongue and groove or other approved method of sheet pile type construction, with poured in place concrete cap and tie back anchors. The concrete shall have a minimum test strength of 5,000 pounds per square inch at 28 days and all reinforcing steel shall be covered with a minimum of three inches of concrete. All concrete shall be FDOT type #1.~~
- (2) ~~The concrete sheet piling shall have a minimum thickness of eight inches and contain vertical steel reinforcement equivalent in cross sectional area to #6 deformed reinforcing bars spaced at six inches on center or as designed by the engineer of record. Each slab shall have two #6 steel hairpins extending into the cap a minimum of three inches or per engineer of record's design. The edges of all slabs shall be mating tongue and groove with a filter fabric or equal behind each slab joint from one foot below the outside mud line to the bottom of the cap.~~
- (3) ~~The poured in place concrete cap shall not be less than 18 inches in thickness or less than 20 inches in width.~~
- (4) ~~The cap shall contain continuous horizontal steel reinforcement as per the engineer of record's design. At no place shall reinforcing bars be closer than three inches to the exterior face of the concrete cap. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. The cap shall also contain #3 or greater stirrups that encircle the~~

~~horizontal steel, spaced equally, 12 inches on center. Expansion joints shall normally be provided every 40 feet or as approved by the engineer of record.~~

- ~~(5) All tie-back rods shall be HDG or epoxy coated steel encased in compatible diameter PVC pipe and have a cross sectional area equal to or greater than a #9 reinforcing bar. All such rods shall be spaced not more than ten feet (or less per the design as approved by the engineer of record) on center. The length of all tie rods shall be equal to or greater than two times the height of seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 16 feet.~~
- ~~(6) The tie-back anchors shall be poured in-place concrete containing not less than six cubic feet of concrete, and have not less than six square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain horizontal steel reinforcement equivalent in cross sectional area to four #4 deformed reinforcing bars and be provided with #3 steel stirrups, 12 inches on center, or per the engineer of record's design. The anchors shall have a minimum of three feet of earth cover or a minimum depth as specified by the engineer of record.~~
- ~~(7) The penetration of each seawall slab into firm ground shall be equal to or greater than one-half times the total length of the slab. In no case shall the seawall slab be of shorter length than 12 feet if in contact with the gulf waters.~~
- ~~(8) The elevation for all seawalls, bulkheads, and retaining walls fronting on the Gulf of Mexico shall be equal to or greater than 5.12 feet, NAVD mean sea level.~~

~~(c)~~ *Measurement points.* Unless otherwise specified in this ~~c~~Code, whenever in this ~~c~~Code a measurement is required to be taken from a seawall, such measurement shall be taken from the center of the seawall cap.

Section 2. 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 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 2nd day of March, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 6th day of April, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Missy Clarke, CMC, Town Clerk

ORDINANCE NO. 2022-05

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
AMENDING § 21-33 OF THE TOWN CODE (RESIDENTS ONLY
PARKING AREAS) TO REVISE PARKING AND PARKING PASS
REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY,
AND FOR AN EFFECTIVE DATE.**

WHEREAS, § 21-33 of the Town Code provides for certain regulations with respect to the locations where motor vehicles may park, and establishes a parking pass system for residents and their guests; and

WHEREAS, § 21-1 of the Town Code defines “motor vehicle” as “a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped, as those devices are defined in F.S. § 316.003”; and

WHEREAS, recent experience in the Town has demonstrated that the current parking pass program is not having the intended effect of reasonably ensuring that Town residents are afforded a reasonable and primary opportunity to park their motor vehicles in certain locations in the Town; and

WHEREAS, the Board of Commissioners has determined that it is in the interest of the Town’s residents to adopt the amendments to the Town’s parking regulations set forth in this Ordinance.

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

Section 1. Section 21-33 of the Town Code of the Town of Redington Beach is hereby amended to read as follows:

Sec. 21-33. – Residents-only parking areas.

(a) Designated areas.

- (1) 160th Avenue Town Park area. The town commission shall establish a vehicle parking area to be located at the 160th Avenue Town Park area, which vehicle parking area shall contain signs warning that parking in this area shall be by a correctly displayed designated by proper signs for use of resident of the town permit only.
- (2) 155th Avenue—164th Avenue area. It shall be unlawful for motor vehicles to park on the pavement or right-of-way on any street or avenue between 155th Avenue north to 164th Avenue and between Gulf Boulevard and First Street, unless the vehicle’s owner has been issued, and is correctly displayings a valid, current town-resident parking permit as provided for in subsection (b) below. The town is area shall install signs

~~warning that parking in these areas shall be by designated by proper signs for use of residents of the town permit only.~~

- (3) 161st Avenue. It shall be unlawful for motor vehicles to park on the pavement or right-of-way on 161st Avenue between Gulf Boulevard and 2nd Street East, regardless of whether a town resident parking permit is displayed. ~~The town is area shall install signs warning that parking in this area be designated by proper signs indicating that parking is prohibited at all times.~~

(b) Town resident parking pPermit program.

- (1) ~~The town clerk is authorized to issue a town parking permit to every rResidents who competes and submits an application form. Applications must be made in person at town hall. The application form, which shall be developed by the town clerk, shall, at a minimum, contain: of the town shall be permitted to park motor vehicles in a parking area designated by this section only when displaying a current resident permit appropriately displayed on the motor vehicle.~~

~~(A) the applicant's name, address, phone number and email address,~~

~~(B) a statement of the applicant affirming she or he is a resident of the town and has actually lived in and maintained a residence in the town continuously for at least eight (8) months in the year prior to making application,~~

~~(C) the year, make, model and color of the vehicle, and~~

~~(D) the vehicle's license plate number.~~

- (2) ~~The town clerk shall, in addition to obtaining a completed application, require the applicant to show proof that the vehicle is registered in the applicant's name, and permit shall be furnished by the town clerk upon proof of residency of the applicant and vehicle registration. Town residency may be proven by any of the following:~~

~~(A) a current voter registration card,~~

~~(B) a current Florida driver's license issued under Florida Statutes § 322.18, or~~

~~(C) a current Florida vehicle registration.~~

- (3) Town parking permits shall be valid for the annual permit cycle established by the town clerk, and must be re-applied for annually. Residents who obtain a permit mid-term must obtain a new permit at the expiration of that term. No more than two (2) permits may be issued for residents of any single residential address unless the town commission, in its sole discretion, authorizes an additional permit.

(4) Permits cannot be sold, rented, loaned, given, or in any other way transferred to any other person or entity. Doing so is a violation of this section and will, in addition to the potential of a code violation, result in the resident's loss of ability to obtain further town parking permits.

(1)(5) Town parking permits may not be moved from one motor vehicle to another. Rather, they must remain affixed to and correctly displayed on the vehicle listed on the resident's application form.

(6) The term "resident", as used in this section, shall mean a person who has actually lived in and maintained a residence in the town continuously for at least eight (8) months in the year prior to making application. Notwithstanding the foregoing, the clerk is authorized to issue a one time permit to a new resident of the town upon the applicant's providing sufficient evidence to the clerk that she or he has established a residence in the town. Visitor parking permits. Any resident who has obtained from the town clerk a valid beach park resident parking permit as provided in this chapter shall be entitled to receive one visitor parking permit per household.

(2)(7) The term "correctly displaying", as used in this section, shall mean that the permit is affixed using the adhesive on the permit (not scotch-taped or loosely propped on the dash), is not obstructed from being clearly read from outside of the vehicle by a window tint, sticker, or other item or material, and that the permit:

(A) as to golf carts, cars, trucks, vans or other motor vehicles with four or more wheels which are not two or three-wheeled motorcycles, is affixed to the lower left area of the front windshield; and

(B) as to two or three-wheeled motorcycles, is affixed to the lower left area of the front windshield. If the motorcycle does not have a windshield, then it shall be affixed to the left side of the gas tank cover.

(C) Failure to correctly display a permit will constitute a separate violation of this section.

(8) To facilitate a resident's ability to correctly display a town parking permit, the town will provide permit decals which are uniquely colored, numbered or coded, and which will be designed as a 'peel-and-stick' permit, capable of being securely affixed to the vehicle's window. Permit stickers may be required to be affixed to the interior or exterior of the window depending on the products offered by the town's permit printing vendor.

(c) Temporary parking passes.

(1) A town resident may apply for a temporary town parking pass for the vehicle being used by a visiting guest. The town clerk shall develop and maintain a guest parking pass application which shall, at a minimum, contain the resident information set forth

in subsection (b) above, as well as the name of the guest who will be responsible for the operation of the vehicle and possession of the guest pass, the guest's Florida driver's license number, and the year, make and model of the guest's vehicle. The resident applicant shall state on the application the dates her or his guest will be visiting. Both the resident and the guest must sign the application, and must be present at town hall when application is made.

- (2) Upon submission of a completed guest pass application, the clerk may issue one (1) guest parking pass for the duration of the guest's stay, not to exceed five (5) days.
 - (3) Guest parking passes shall be produced on durable paper, and shall contain the name of the pass-holder, the year, make and model of the vehicle, and the dates on which the pass is valid.
 - (4) To assist code enforcement deputies in identifying expired passes, the clerk will vary the color of the passes from time to time.
 - (5) A guest parking pass entitles the guest to park the vehicle associated with the pass in the Town Park parking area set forth in subsection (a) (1) above. The pass shall not be valid for authorized parking in any other area of the town.
 - (6) Temporary parking passes must be displayed by placing the permit, face-up, on the vehicle's dash above the steering wheel such that it is clearly visible through the windshield.
 - (7) Temporary parking passes may not be issued for golfcarts or two or three-wheeled motorcycles.
 - (8) A temporary pass cannot be sold, rented, loaned, given, or in any other way transferred to any other person or entity, and cannot be used for or placed on the dash of any vehicle other than the vehicle for which it was issued.
 - (9) If an enforcement officer determines that any part of this subdivision (c) has been violated, the resident who signed the application (not the guest) shall be issued the citation, notice of violation, or notice to appear, as the case may be. Guest pass violations shall count toward the fine escalations and loss of permit eligibility set forth in subsection (f) below.
- (d) *Program suspension.* The town parking permit program established in this section shall not be considered a vested right to participate in the program, or the continuous operation of the program. The town commission may, by resolution, suspend the program for a set, or indefinite period of time if it determines, in its sole discretion, that doing so would be in the best interests of the town.
- (e) *Violations.* No motor vehicle, other than those with a correctly displayed town ~~the proper~~ resident or temporary parking permit displayed, shall be permitted to park or stand in the

areas set forth in subsection (a)(1) and (2) above ~~designated motor vehicle parking areas~~. In any code enforcement proceeding concerning ~~prosecution charging a violation of this section, proof that the particular vehicle described in the citation, notice of violation, or notice to appear~~ complaint was parked or left standing in violation of this section, together with proof that the person issued the citation, notice of violation, or notice to appear ~~defendant named in the complaint was, at the time of such parking or standing, the registered owner of such vehicle or the person issued the improperly used or displayed permit, shall constitute a prima facie presumption that such person the registered owner of such vehicle was the person who stopped, left standing or operated such vehicle at the point where and for the time during which the violation occurred, or was the person who improperly used or displayed the permit.~~

~~(e)~~(f) *Fines and disqualification.* A violation of this section shall be punishable by a \$50.00 fine for a first offense, a \$100 fine for a second offense within 12 months of a first offense, and a \$500 fine for an offense within 12 months of a second offense. Persons with three or more violations of this section, regardless of the dates of occurrence, shall not be eligible for a town parking permit.

Section 2. 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 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 16th day of March, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 6th day of April, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Missy Clarke, CMC, Town Clerk

ORDINANCE NO. 2022-06

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
CREATING § 11-23 OF THE TOWN CODE CONCERNING RENTAL OF
RESIDENTIAL AMENITIES; PROVIDING FOR CODIFICATION,
SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

WHEREAS, Florida municipalities have the constitutional and statutory home rule authority to adopt regulations to advance the health, safety and welfare of their residents and visitors, to preserve and protect the unique characteristics of their communities, and to ensure uses of land are consistent with the intended characteristics of established zoning districts; and

WHEREAS, the Board of Commissioners finds that the recent advent of internet based marketplaces which allow owners of single family residential homes to rent out amenities of homes such as pools, yards, driveways and roofs on a daily or even hourly basis; and

WHEREAS, such short term rental activities generate additional and frequent automotive traffic into single family residential neighborhoods from customers of such marketplaces, which traffic undermines the level, frequency and timing of traffic in such neighborhoods which were intended with these zoning districts were established; and

WHEREAS, such short term rental activities bring to such residential neighborhoods an increase in persons who do not actually live in or have any connection to the neighborhoods; and

WHEREAS, frequent home amenity rentals will have negative impacts on the residential neighborhoods in which they occur, including added automotive traffic, consumption of limited available street parking, increased law enforcement calls to address the noisy parties and other disruptive behavior, including behavior which can last into the night, which will often occur by amenity renters who, by virtue of their lack of connection to the property or neighborhood, will not have a regard for the occupants of neighboring homes; and

WHEREAS, the provisions of this Ordinance do not prevent citizens from accessing facilities to swim, conduct marriage ceremonies, engage in sports activities, or to otherwise recreate, as there are already ample businesses and venues within and proximate to the Town which are properly zoned, with setbacks and other regulatory measures to ensure negative impacts on surrounding properties is minimized; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the Town, its residents, and property owners, to approve the regulatory measures set forth in this Ordinance.

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

Section 1. Section 11-23 of the Redington Beach Town Code is hereby created as follows:

Sec. 11-23. – Residential amenities rentals prohibited.

- (a) The owner or authorized agent of an owner of a single-family dwelling is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or accessory building or structure, appurtenant to or associated with such single-family dwelling, regardless of the purpose or length of time of said rental or lease.
- (b) For purposes of this section, the words “amenity, feature, or accessory building or structure” includes, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gardens, gazebos, or front, rear or side yards.

Section 2. 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 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the __ day of _____, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Melissa Clarke, Town Clerk

Ernest Mueller, Esq.

Tampa, Florida
Mobile (813) 380-0078
Email: badgeratlaw@gmail.com

PROFESSIONAL EXPERIENCE

Deputy City Attorney, City of Temple Terrace

2019 - Present

- Providing legal services to city officials, departments, and employees.

Chief Assistant City Attorney, City of Tampa

2017 - 2019

- Managed 12 Attorneys and 8 Support Staff;
- Delegated attorney assignments and created business process improvements to ensure the legal needs of the City were met;
- Conducted performance evaluations for attorneys and staff with the goal of motivating improved work performance and career development;
- Spearheaded the development and installation of a document management system to increase efficiency with regard to public record storage and retrieval;
- Retained many of the assignments of Senior Assistant Attorney role.

Sr. Assistant City Attorney, City of Tampa

2006 - 2017

- Advised several City Departments, including Human Resources, Code Enforcement;
- Represented City in administrative proceedings and foreclosure matters;
- Advised Hearing Officers and Quasi-Judicial Boards;
- Engaged in collection work for City departments, particularly Code Enforcement liens, and unpaid utilities balances;
- Created relationships with Florida Law Schools to develop a comprehensive legal extern program;
- Trained and mentored newer attorneys in their legal assignments.

Assistant City Attorney, City of St. Petersburg

1999 - 2006

- Provided legal advice to all City departments on employment issues: including benefits, employee discipline, state and federal discrimination law, and internal investigations;
- Represented City management in arbitrations and civil service boards;
- Defended City, elected officials, and employees in federal and state employment lawsuits;
- Prosecuted Municipal Ordinance Violations;
- Initiated collections on judgments and unpaid accounts.

Assistant Attorney General, Office of the Attorney General, State of Florida

1996 - 1999

- Defended State of Florida, its agencies, and employees in civil lawsuits, including Title VII, ADA, Section 1983, torts, writs of mandamus and prohibition, and bankruptcy adversarial proceedings;
- Argued motions in state trial courts and engaged in oral argument in state appeals courts;
- Managed large caseload with clients throughout Central Florida.

BAR & COURT ADMITTANCE

- Admitted to Florida Bar
- Admitted Wisconsin Bar (*Inactive*)
- Admitted to Middle District of Florida, Eleventh Circuit Court of Appeals

Ernest Mueller, Esq.

Tampa, Florida
Mobile (813) 380-0078
Email: badgeratlaw@gmail.com
Page Two

ADJUNCT PROFESSOR & LECTURER

Thomas Cooley Law School, Adjunct Professor 2019 - Present

- Prepare course materials and instruct course title: **Local Government Law** for JD degree seeking students.

Stetson Law School, Guest Lecturer 2001 - 2017

- Prepared materials and instructed as guest lecturer for **Local Government Law** clinic for JD degree seeking students.

CLE Guest Lecturer on Code Enforcement Topics 2012 - Present

EDUCATION

University of Wisconsin Law School, Madison, WI 1996
Juris Doctor

University of South Florida, Tampa, FL 1990
Bachelor of Science, Management Information Systems
Concentration in Production and Operations Management

OTHER PROFESSIONAL EXPERIENCE

Senior Programming Analyst

Martin Marietta Specialty Components (formerly GE), Largo, FL 1990 - 1992

- Obtained Security Clearance which was a key requirement for assignment;
- Selected in the Information Systems Management Program (ISMP) which included technical and leadership training;
 - *Completed internships in Engineering, Computer Services, and Manufacturing*

Analyst, IBM, Tampa, FL 1988 - 1990

- Academic part-time employee program for the Global Services organization located in Tampa.

MILITARY HISTORY

U.S. Coast Guard 1979 - 1987

AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT is made and entered into on the 6th day of April, 2022 (the “Effective Date”), by and between the Town of Redington Beach, a Florida municipal corporation (the Town) and Ernest Mueller, with an address of P.O. Box 272071, Tampa, FL 33688-2071 (the Contractor), collectively referred to as the Parties, as follows.

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

WHEREAS, in an effort to procure the contractual services of qualified persons to serve as Special Magistrate, the Town sought qualifications from qualified firms or attorneys to provide, on a non-exclusive basis, such services; and

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

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

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

1. Scope of Services.

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

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

- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of the Town for any other matter during his term without the express prior approval of the Town Commission, after having consulted with the Town Attorney, after having reviewed the ethical considerations of such representation.
- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Contractor shall serve at the pleasure of the Town Commission, and shall not be deemed an employee of the Town.
- The Town will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the Town Mayor may assign the Town Clerk, or such other Town agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by parties).
- Depending on the nature of the proceeding, the Town's case or legal arguments may, or may not, be presented by a Town employee (including a contracted code enforcement officer), or by an attorney from the Town Attorney's Office. Hearings will be conducted at Town Hall, 105 164th Ave, Redington Beach, FL 33708, unless the Town determines security or logistical considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.
- The scope of the Special Magistrate's jurisdiction and authority shall be set forth in the relevant Town Code, as further limited by relevant statutory or caselaw. The Special Magistrate shall not be entitled or empowered to rule upon legal questions not within his jurisdiction, including but not limited to ruling on the constitutionality of the Town Code, whether a portion of the Town Code is preempted by a federal or state law, or whether a Town employee or official acted in a constitutional manner or complied with any federal or state law. Notwithstanding the foregoing, the Special Magistrate will be authorized to rule on any defenses raised by a party subject to a citation or violation notice which are based on the application of facts to the Town Code, or which are founded on the Town's failure to adhere to the substantive or procedural terms of the Town Code, or of Florida Statutes Chapter 162.
- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control his hearing room and the conduct of the proceedings according to the Judicial Cannons and Town Code

(including any resolutions or administrative rules of procedure adopted by the Town relevant to the matter at issue).

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

for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Special Magistrate who has heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to his case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30th 2022. The Parties agree that unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1st 2022, for a renewal term through 11:59 p.m. of September 30th 2023. Thereafter, unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on October 1st 2023. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Town in the manner set forth above.

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

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

3. Payment

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

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

4. Amendments.

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

5. Severability.

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

6. Miscellaneous Terms.

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

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

C. Immigration Compliance; E-Verify. Contractor acknowledges that he is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another,

for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

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

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

F. Jurisdiction, Venue, Applicable Law. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

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

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the requesting Town with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.

4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

TELEPHONE: 727.391.3875

EMAIL: townclerk@townofredingtonbeach.com

ADDRESS: 105 164th Ave, Redington Beach, FL 33708

H. Assignment and Subcontracting. The Town has selected Contractor for his stated skills, resources, abilities and unique experience, as represented to the Town by Contractor's solicitation response and via other means. Contractor has represented to the Town that he has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the Town. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the Town Commission. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the Town pursuant to the provisions of this Agreement, or obligate Town to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the Town grants such permission, Contractor

is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the Town as an intended third-party beneficiary thereof.

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

As to Contractor:

Ernest Mueller
PO Box 272071
Tampa, FL 33688-2071

As to Town:

Redington Beach Town Clerk
105 164th Avenue
Redington Beach, FL 33708

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

Town of Redington Beach

Contractor

By: _____
David Will, Mayor

By: _____
Ernest Mueller

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Town of Redington Beach

By: _____
David Will, Mayor

Contractor

By:  _____
Ernest Mueller