TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
AGENDA
Wednesday, September 4th, 2024
Immediately following the First Budget Hearing

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, **about a NON-AGENDA item**, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.

6. **REPORTS**
   Public Safety
   Building/Code
   Public Works/Parks
   Finance
   Mayor
   Town Clerk
   Town Attorney
   Boards & Committees

7. **CONSENT AGENDA**
   A. Board Special Meeting Minutes July 24th, 2024
   B. Bill List for Day Ending August 28th, 2024

8. **UNFINISHED BUSINESS**
   A. **Second and Final Reading: Ordinance 2024-05:** An Ordinance Of The Town Of Redington Beach, Florida, Amending Chapter 3 Of The Redington Beach Town Code To Ban Marijuana Treatment Center Dispensing Facilities In The Town; Making Related Findings; Providing For Codification, Severability, And For An Effective Date.

9. **NEW BUSINESS**
   A. **Clifton Larson Allen, LLP Contract for FY24 Audit Services**
   B. **Trask Daigneault, LLP Contract for FY25**
   C. **Forward Pinellas Interlocal Agreement**
   D. **Discussion about swales and parking**
   E. **Discussion about project manager for valve project**

10. **OTHER BUSINESS**

11. **ADJOURNMENT**

Note: **The Town of Redington Beach Board of Commissioners meet the First 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)**

In accordance with F.S. 286.26 persons with disabilities needing special accommodations to participate in this meeting should contact the office of the Town Clerk 727-391-3875 no later than 2:00 p.m. on the day prior to the meeting to make arrangements for such special accommodations.

Agenda Item 7. CONSENT AGENDA

A. **Board Special Meeting minutes, July 24th, 2024**

B. **Bill List for Day Ending August 28th, 2024**

TOWN OF REDINGTON BEACH, FLORIDA
BOARD SPECIAL MEETING MINUTES
Wednesday, July 24th, 2024
6:30 p.m.

Having been duly advertised as required by law, the **Special Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, July 24th, 2024 at 6:30 pm,** in Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida.

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

Roll Call:

	Present	Absent
Vice Mayor Cariello	X	
Commissioner Murray	X	
Commissioner Thompson	X	
Commissioner Kornijtschuk	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Nieves	X	

Approval of Agenda: A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Cariello to approve the agenda. No public comment. Motion passed unanimously.

Public Forum:

Jeff Fuller, 15515 Redington Drive suggested the Town look into removing the "Suncoast Trolly" tax from residents' property tax bills. Mayor Will noted he would look into the issue.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. **Set tentative millage rate** – Commissioner Kornijtschuk reported that the Finance Committee met and recommended keeping the millage rate at 1.8149%. Brief discussion among Commissioners. No public comment. The consensus among Commission to set tentative millage rate at 1.8149%.

B. **Resolution 2024-03**: A Resolution of The Town of Redington Beach, Florida, Adopting A Vacation Rental Program Fee Schedule; Making Related Findings; And Providing For Severability And An Effective Date. Attorney Eschenfelder read the resolution by title only. Motion by Commissioner Kornijtschuk to approve Resolution 2024-03. Second by Vice-Mayor Cariello. Brief discussion among the Commissioners. Motion passed with a roll call vote.

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

OTHER BUSINESS

A. Vice-Mayor Cariello reported that some properties are using the swale area to create a parking space. Commissioner Thompson noted that he would investigate the matter.

Adopted: September 4, 2024

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Adriana Nieves, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 08/15/2024
Time: 3:51 pm
Page: 1

Town of Redington Beach

Timothy M. Kenyatta 8/16/24

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 511 Legislative							
101-511-511.400 Travel							
	CHASE CARD SERVICES	10025046089	SLC - FIC breakfast (Mayor)	0	07/16/2024	07/16/2024	28.52
							28.52
					Total Dept. Legislative:		**28.52**
Dept: 512 Town Clerk							
101-512-512.410 Telephone							
	CHARTER COMMUNICATION	167052701080724	Service 8/8 - 9/7 2024	0	08/07/2024	08/07/2024	199.96
							199.96
101-512-512.411 Internet Services							
	CHARTER COMMUNICATION	167052701080724	Service 8/8 - 9/7 2024	0	08/07/2024	08/07/2024	159.98
							159.98
101-512-512.440 Utilities- Water/El							
	PINELLAS COUNTY UTILITIE	50700301018	105 164th -Jun 1-July 31, 2024	0	08/05/2024	08/05/2024	196.46
							196.46
101-512-512.461 Building Mainten							
	METRO-AIR	H15963	New outside A/C unit	0	08/07/2024	08/07/2024	9,730.00
							9,730.00
101-512-512.510 Office Supplies							
	ADRIANA NIEVES	24258	Reimburse / master keys	0	08/08/2024	08/08/2024	217.50
	APEX OFFICE PRODUCTS	2590996-0	Cleaning supplies	0	08/01/2024	08/01/2024	209.13
	CHASE CARD SERVICES	PO2173187543	Calendar / Code Enf	0	08/06/2024	08/06/2024	36.93
	CHASE CARD SERVICES	2402645	Amazon - corkboard 4-displays	0	08/08/2024	08/08/2024	119.97
	CHASE CARD SERVICES	9021057	Amazon -wall clock	0	08/12/2024	08/12/2024	9.99
	CHASE CARD SERVICES	9893836	Amazon trash bags	0	08/13/2024	08/13/2024	42.89
	CHASE CARD SERVICES	9651204030CC N36156	BIG-C annual report filing	0	08/15/2024	08/15/2024	61.25
							697.66
101-512-512.515 Office Copier/Lea							
	KONICA MINOLTA BUSINESS	295161033	Copier usage for 7/1 - 7/31 24	0	07/31/2024	07/31/2024	121.19
							121.19
101-512-512.520 Office Copier/Usa							
	KONICA MINOLTA BUSINESS	295161033	Copier usage for 7/1 - 7/31 24	0	07/31/2024	07/31/2024	35.14
							35.14
101-512-512.542 Dues & Subscript							
	CHASE CARD SERVICES	08-15-2024	FACC mebership D. Runyon	0	08/02/2024	08/02/2024	75.00
							75.00
					Total Dept. Town Clerk:		**11,215.39**
Dept: 514 Legal Counsel							
101-514-514.121 Litigation							
	LAW OFFICE OF LUKE LIRO	42310	Buending Attorney fees(June)	0	07/01/2024	07/01/2024	120.00
							120.00
101-514-514.124 Town Attorney							
	TRASK, DAIGNEAULT, LLP A	4562	Town Attorney serv July, 2024	0	08/01/2024	08/01/2024	5,580.00
							5,580.00
					Total Dept. Legal Counsel:		**5,700.00**
Dept: 524 Protective Services							
101-524-524.310 Code Enforceme							
	PINELLAS COUNTY SHERIFF	1486077	Code Enf. July 2024	0	08/05/2024	08/05/2024	2,449.04
							2,449.04

INVOICE APPROVAL LIST BY FUND REPORT

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-524-524.640	Equipment - CE						
	CHASE CARD SERVICES	MMO429180	Mint Mobile - Code Enf Cell ph	0	08/01/2024	08/01/2024	625.15
	CHASE CARD SERVICES	1496254	Amazon OtterBox code enf	0	08/08/2024	08/08/2024	24.95
							650.10
						Total Dept. Protective Services:	**3,099.14**
Dept: 572	**Parks and Recreation**						
101-572-572.341	Storm Debris Col						
	CHASE CARD SERVICES	62952	Sandbaggy - 3,000 sandbags	0	08/01/2024	08/01/2024	1,188.00
	LARSON & SON LANDSCAPE	45520	1) truck of sand/Trop Strm Deb	0	08/02/2024	08/02/2024	986.00
	PRIMESCAPE SERVICES	603702	161st N. 8/10/24 (partial)	0	08/12/2024	08/12/2024	1,500.00
							3,674.00
101-572-572.430	Utilities						
	DUKE ENERGY	200222865784	Cswy pump Jun 26-Jul26	0	07/30/2024	07/30/2024	32.47
	PINELLAS COUNTY UTILITIE	50700300273	Red Shore -Jun 1-July 31, 2024	0	07/30/2024	07/30/2024	35.50
	PINELLAS COUNTY UTILITIE	50800298972	various-June1-July 31 2024	0	08/15/2024	08/15/2024	690.63
							758.60
101-572-572.462	Maintenance - Gr						
	CHASE CARD SERVICES	310037631	Park catalog - recycled trash	0	08/13/2024	08/13/2024	573.00
							573.00
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	7-11-2024	Diesal gas	0	07/11/2024	07/11/2024	35.48
	CHASE CARD SERVICES	85152815566	Diesal gas	0	08/08/2024	08/08/2024	34.26
	CHASE CARD SERVICES	928218	Diesal gas	0	08/15/2024	08/15/2024	32.55
	WEX BANK	08-15-2024	Unleaded gas	0	08/03/2024	08/03/2024	6.93
	WEX BANK	08-15-2024	Unleaded gas	0	08/03/2024	08/03/2024	56.46
	WEX BANK	853200	Unleaded gas	0	08/12/2024	08/12/2024	70.68
	WEX BANK	928135	Unleaded gas	0	08/15/2024	08/15/2024	67.74
							304.10
						Total Dept. Parks and Recreation:	**5,309.70**
						Total Fund General Fund:	**25,352.75**
Fund: 400	**Storm Water**						
Dept: 535	**Storm Water**						
400-535-535.441	Utility Mailing Cos						
	PINELLAS COUNTY UTILITIE	90006412	Stormwater partial - June	0	07/01/2024	07/01/2024	101.40
	PINELLAS COUNTY UTILITIE	90006556	Sormwater for July 2024	0	08/01/2024	08/01/2024	429.00
							530.40
						Total Dept. Storm Water:	**530.40**
						Total Fund Storm Water:	**530.40**
						Grand Total:	**25,883.15**

INVOICE APPROVAL LIST BY FUND REPORT

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 511 Legislative							
101-511-511.400 Travel							
	CHASE CARD SERVICES	3111492942	Mayors FLC conf. Hollywood	0	08/17/2024	08/17/2024	1,345.40
	DAVID WILL	Mayor 8-14-2024	Gas reimbursment Hollywood FL	0	08/14/2024	08/14/2024	362.47
							1,707.87
						Total Dept. Legislative:	**1,707.87**
Dept: 512 Town Clerk							
101-512-512.230 Group Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	947.88
							947.88
101-512-512.231 Life Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	9.75
							9.75
101-512-512.232 Dental Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	110.27
							110.27
101-512-512.310 Professional Sen							
	ANDREW TESS	3310	Accounting serv 8/19/2024	0	08/22/2024	08/22/2024	750.00
							750.00
101-512-512.461 Building Mainten:							
	ALL YEAR COMFORT	4117	Replace condenser fanmotor A/C	0	08/22/2024	08/22/2024	795.00
	METRO-AIR	H16128	Install new A/C unit	0	08/21/2024	08/21/2024	8,818.00
							9,613.00
101-512-512.490 Advertising							
	TIMES PUBLISHING COMPAI	0000356464	Ordinance No 2024-05	0	08/21/2024	08/21/2024	70.00
							70.00
101-512-512.510 Office Supplies							
	ADRIANA NIEVES	27144272	Reimburse / binders dividers	0	08/17/2024	08/17/2024	32.19
	AREA PRINTING	83711	Marquis Fitsgerald	0	08/20/2024	08/20/2024	50.72
	CHASE CARD SERVICES	2184953259	At A Glance calendars 2025	0	08/27/2024	08/27/2024	70.62
							153.53
						Total Dept. Town Clerk:	**11,654.43**
Dept: 513 Finance & Admin							
101-513-513.230 Group Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	935.39
							935.39
101-513-513.231 Life Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	9.75
							9.75
101-513-513.232 Dental Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	33.61
							33.61
						Total Dept. Finance & Admin:	**978.75**
Dept: 521 Law Enforcement							
101-521-521.340 Law Enforcement							
	PINELLAS COUNTY SHERIFI	1-080124-1480	Extra patrol -4th of July 2024	0	08/01/2024	08/01/2024	608.00
							608.00
						Total Dept. Law Enforcement:	**608.00**

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 524 Protective Services							
101-524-524.410 Continuing Educa							
	CHASE CARD SERVICES	Dec 2024	Fitz - Training Dec 2 - 5 2024	0	08/16/2024	08/16/2024	650.00
	CHASE CARD SERVICES	Oct 2024	Fitz - Training Oct 28-Nov 1	0	08/16/2024	08/16/2024	650.00
							1,300.00
101-524-524.542 Dues & Subscript							
	CHASE CARD SERVICES	5093	Fitzgerald -Dues / membership	0	08/14/2024	08/14/2024	85.00
							85.00
				Total Dept. Protective Services:			**1,385.00**
Dept: 539 Department of Public W							
101-539-539.230 Group Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	17.13
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	2,789.04
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	935.39
							3,741.56
101-539-539.231 Life Insurance - D							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	29.25
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	9.75
							39.00
101-539-539.232 Dental Insurance							
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	100.83
	FLORIDA MUN INSURANCE	09-01-2024	Health, life, vision, dental	0	08/20/2024	08/20/2024	110.27
							211.10
101-539-539.440 P/W Utilities							
	DUKE ENERGY	200662895818	101 164th - Jul 12-Aug 12	0	08/14/2024	08/14/2024	318.74
							318.74
				al Dept. Department of Public Works:			**4,310.40**
Dept: 572 Parks and Recreation							
101-572-572.430 Utilities							
	DUKE ENERGY	200662895819	16101 Gulf Blvd July 12-Aug12	0	08/14/2024	08/14/2024	39.88
	PINELLAS COUNTY UTILITIE	CT50200299813	16316 1st St .Jun1 - Jul31	0	07/30/2024	07/30/2024	17.75
							57.63
101-572-572.461 Maintenance - Bu							
	HOME DEPOT CREDIT SERV	3020248	Road patch / cleaning supplies	0	08/21/2024	08/21/2024	22.92
							22.92
101-572-572.462 Maintenance - Gr							
	BEACH HARDWARE	316104	JJB WELD, EXIT SIGNS, SHOV	0	07/23/2024	07/23/2024	93.81
	BEACH HARDWARE	316107	WASHER FLUID,SNIPS, FLEX S	0	08/08/2024	08/08/2024	22.68
	HOME DEPOT CREDIT SERV	3020248	Road patch / cleaning supplies	0	08/21/2024	08/21/2024	17.37
							133.86
101-572-572.463 Maintenance - Tr							
	PRIMESCAPE SERVICES	603727	Grapple Truck-Trop Storm Debby	0	08/21/2024	08/21/2024	2,000.00
							2,000.00
101-572-572.520 Uniforms							
	MOSTON'S BUISNESS & SPO	24927	Code enf + public works shirts	0	08/16/2024	08/16/2024	149.60
							149.60
101-572-572.527 Tools & Equipme							
	BEACH HARDWARE	316104	JJB WELD, EXIT SIGNS, SHOV	0	07/23/2024	07/23/2024	110.48
	BEACH HARDWARE	316107	WASHER FLUID,SNIPS, FLEX S	0	08/08/2024	08/08/2024	83.93
							194.41

INVOICE APPROVAL LIST BY FUND REPORT

[illegible]

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
						Total Dept. Parks and Recreation:	**2,558.42**
						Total Fund General Fund:	**23,202.87**
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.800 Storm Drain Repl							
	WINDRIVER ENVIRONMENT	Workorder 8414026224	Srv July 22 2024 Hvac-disposal	0	07/22/2024	07/22/2024	1,750.00
							1,750.00
						Total Dept. Storm Water:	**1,750.00**
						Total Fund Storm Water:	**1,750.00**
						Grand Total:	**24,952.87**

8/7/2024	11505	PAYROLL	$	2,206.13
	11506	PAYROLL	$	1,334.43
	11507	PAYROLL	$	1,801.26
	11508	PAYROLL	$	1,415.18
	11509	PAYROLL	$	1,218.88
8/20/2024	11510	PAYROLL	$	197.05
	11511	PAYROLL	$	277.05
	11512	PAYROLL	$	277.05
	11513	PAYROLL	$	217.05
	11514	PAYROLL	$	461.75
	11515	PAYROLL	$	2,206.13
	11516	PAYROLL	$	1,334.44
	11517	PAYROLL	$	1,764.36
	11518	PAYROLL	$	1,627.42
	11519	VOID	$	-
	11520	PAYROLL	$	1,277.78
	EFT	Retirement	$	1,254.32
	EFT	Payroll taxes	$	4,745.49
		TOTAL	**$**	**23,615.77**

MAYOR WILL

COMMISSIONER THOMPSON

VICE MAYOR CARIELLO

COMMISSIONER MURRAY

COMMISSIONER KORNIJTSCHUK

ATTEST:

Adriana Nieves, CMC, Town Clerk

Regular Meeting of September 4, 2024

Agenda Item 8 A.

ORDINANCE NO. 2024-05

Final Reading: Ordinance 2024-05: An Ordinance Of The Town Of Redington Beach, Florida, Amending Chapter 3 Of The Redington Beach Town Code To Ban Marijuana Treatment Center Dispensing Facilities In The Town; Making Related Findings; Providing For Codification, Severability, And For An Effective Date.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 3 OF THE REDINGTON BEACH TOWN CODE TO BAN MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE TOWN; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, on June 16th 2014, Florida Governor Rick Scott signed into law Senate Bill 1030 (known as the "Compassionate Medical Cannabis Act" to allow the use of low-THC, high-CBD cannabis oil produced from a particular strain of cannabis; and

WHEREAS, on March 25th 2016, Governor Scott signed into law House Bill 307, which expanded the state's Right to Try Act to allow terminally ill patients to use cannabis; and

WHEREAS, on November 8th 2016, Amendment 2 to the Florida Constitution, which legalized the use of cannabis with a doctor's recommendation for treatment of cancer, epilepsy, glaucoma, HIV, AIDS, PTSD, amyotrophic lateral sclerosis, Crohn's disease, Parkinson's disease, multiple sclerosis, chronic nonmalignant pain caused by a qualifying medical condition or that originates from a qualified medical condition, or other comparable debilitating medical conditions, was approved by the State's voters; and

WHEREAS, the Florida Legislature adopted Florida Statutes § 381.986 to implement the new constitutional provision; and

WHEREAS, Florida Statutes § 381.986 created a regulatory scheme wherein medical marijuana would be dispensed by "medical marijuana treatment center dispensing facilities" licensed by the state; and

WHEREAS, while Florida Statutes § 381.986 preempted regulation of the sale of medical marijuana and licensing of dispensing facilities to the state, subsection (11)(b)(1) of the statute provided that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality; and

WHEREAS, in response to this authority, the Town Commission adopted Ordinance 2018-07, which edited the Town's zoning code by providing that lots 9, 10 and 11 of C. E. Redington Replat, which are zoned "for the construction of buildings and use of same for multiple-family dwellings or apartments and/or for purposes of transacting retail business, professional or business offices, or other businesses" other than manufacturing or industrial, would also not permit "medical marijuana facilities"; and

WHEREAS, the Florida Supreme Court has approved ballot language for Referendum 3, which would further amend Art. X, § 29 of the Florida Constitution as follows:

> Allows adults 21 years or older to possess, purchase, or use marijuana products and marijuana accessories for non-medical personal consumption by smoking, ingestion, or otherwise; allows Medical Marijuana Treatment Centers, and other state licensed entities,

to acquire, cultivate, process, manufacture, sell, and distribute such products and accessories.

; and

WHEREAS, according to the text, if approved by the voters, the amendment would have "recreational" marijuana sold from the same "treatment centers" that medical marijuana is sold from; and

WHEREAS, while the Town Commission has spoken on the issue through Ordinance 2018-07, in light of the potential expansion of legal uses of marijuana in Florida, and the resulting added market pressures for "treatment centers" to be developed, the Town Commission wishes to exercise its statutory right to ensure such facilities are banned within the Town in advance of the November 2024 referendum vote; and

WHEREAS, the Commission finds that it is in the best interest of the Town and its citizens to adopt the Code amendment 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. Chapter 3 of the Redington Beach Town Code is hereby amended as follows:

Chapter 3 - ALCOHOLIC BEVERAGES AND MARIJUANA DISPENSING FACILITIES

Sec. 3-1. - Definitions.

(a) The term "alcoholic beverages," as used in this chapter, shall be defined as provided in Florida Statutes § 561.01.

(b) The term "marijuana treatment center dispensing facilities" shall have the same meaning and interpretation as the term is used in Florida Statutes § 381.986.

Sec. 3-2. - Location of alcoholic beverage establishments.

(a) Except when associated with a special event which the town has authorized by permit or otherwise, no establishment shall engage in the sale of alcoholic beverages if located within 500 feet of the town recreation and community center or town park.

(b) The distance set forth in subsection (a) of this section shall be a straight-line distance between the closest point on the property occupied by the enumerated uses in subsection (a) of this section and the closest point on the property to be occupied by the establishment applying for permits to sell alcoholic beverages.

Sec. 3-3. – Marijuana treatment center dispensing facilities banned.

Pursuant to the authority provided in Florida Statutes § 381.986(11)(b)(1), marijuana treatment center dispensing facilities are prohibited from being located within the boundaries of the town.

Section 2. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 3. 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 4. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 5. The Codifier shall codify the substantive amendments to the Redington 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 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 7th day of August, 2024, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 4th day of September, 2024, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, CMC, Town Clerk

Agenda item 9 A.

Clifton Larson Allen, LLP

Contract for FY24 Audit Services

CliftonLarsonAllen LLP
https://www.claconnect.com

August 8, 2024

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 29, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Town of Redington Beach ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2024.

Julie S. Fowler, CPA is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, business-type activities, and each major fund, which collectively comprise the basic financial statements of Town of Redington Beach, and the related notes to the financial statements as of and for the year ended September 30, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

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

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of depreciation schedules.
- Preparation of adjusting journal entries

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written management letter, as required by Chapter 10.550, upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls

- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

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

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

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

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

Management responsibilities

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

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2)

additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

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

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

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

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

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

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

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

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

Engagement administration and other matters

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

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

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

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

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

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

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

Fees

Audit of financial statements	$26,780.00
Financial statement preparation	$2,575.00
Nonattest capital asset and depreciation schedules	$775.00
Implementation of new audit standard - SAS 145	$1,000.00

We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Bill to be mailed on	**Amount to be billed**
Upon execution of the statement of work	One-third of our professional fees
Upon beginning our substantive procedures	One-third of our professional fees
Upon delivery of the draft reports	One-third of our professional fees

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

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

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

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

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: Julie S. Fowler

DATE: 8/8/2024

Client

ORG: Town of Redington Beach

NAME:

TITLE: Mayor

SIGN:

DATE:

ORG: Town of Redington Beach

NAME:

TITLE: Town Clerk

SIGN:

DATE:

CliftonLarsonAllen LLP
https://www.claconnect.com

August 8, 2024

Statement of Work - Assertion Based Examination Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 29, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Town of Redington Beach ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2024.

Julie S. Fowler, CPA is responsible for the performance of the examination engagement.

Examination services

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.415, Florida Statutes, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement.

We will issue a written report upon completion of the examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material misstatement or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and State of Florida Auditor General and is not intended to be and should not be used by anyone other than the specified parties.

Our responsibilities, procedures, and limitations

We will conduct our examination in accordance with attestation standards established by the AICPA.

Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the Section 218.415, Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the Section 218.415, Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the Section 218.415, Florida Statutes that we identify during the examination.

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

Management responsibilities

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes. You are responsible for the design, implementation, and maintenance of internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the Section 218.415, Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence.

You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the Section 218.415, Florida Statutes.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you.

For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the Section 218.415, Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the Section 218.415, Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

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

Fees

Our professional fee is included in the fee for audit services.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: Julie S. Fowler

DATE: 8/8/2024

Client

ORG: Town of Redington Beach

NAME:

TITLE: Mayor

SIGN:

DATE:

ORG: Town of Redington Beach

NAME:

TITLE: Town Clerk

SIGN:

DATE:

Agenda Item 9 B.

Trask Daigneault, LLP
FY25 Contract for Legal Services

AGREEMENT BETWEEN THE TOWN OF REDINGTON BEACH AND TRASK · DAIGNEAULT, LLP, FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 4th day of September, 2024, between the Town of Redington Beach, a Florida municipal corporation ("Town") and Trask · Daigneault, LLP ("the Firm").

WHEREAS, the Firm has represented the Town as Town Attorney since 2011 and the Firm's most current agreement with the Town was entered on September 22nd 2022; and

WHEREAS, due to significant inflation in the national and Florida economy, the Firm has requested a graduated hourly rate increase the first step of which would become effective October 1st 2024; and

WHEREAS, the Firm has substantial expertise and long experience in representing Florida municipal governments on municipal law matters; and

WHEREAS, § 13(2) of the Town Charter vests in the Town Commission the authority to appoint all Town officials, including a Town Attorney; and

WHEREAS, the Town Commission desires to continue receiving legal services from the Firm in the manner set forth herein.

NOW THEREFORE, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. The Town retains the Firm to serve as its Town Attorney's Office. The Firm shall designate one of its attorneys to serve as the Town Attorney, and that designated attorney shall perform all of the functions of Town Attorney as are set forth in the Town Charter and the Town's Code of Ordinances and Resolutions.

2. The Town Commission reserves the right to request the designation of a different Firm attorney should it so desire. In the absence or unavailability of the assigned Town Attorney, the Firm may assign one or more other qualified attorneys to serve as Town Attorney.

3. Pursuant to § 9(a) of the Town Charter, the Mayor shall provide general oversight and direction of the work of the Town Attorney. Legal services requests may be submitted to the Town Attorney, either directly or through the Town Clerk, by the Town Commission, the Mayor, and an individual Commissioner.

4. The Parties agree that the ultimate client of the Firm is the Town. If the requested legal services may, in the professional judgment of the Town Attorney, result in a conflict of interest or otherwise not be in the legal interests of the Town, the Town Attorney shall follow the steps to consult with the Town as are set forth in the Rules Regulating The Florida Bar, and any applicable laws.

5. Notwithstanding the foregoing, to the extent no conflict exists, the Town Attorney shall be authorized to provide legal opinions, advice and counsel to the individual Town Commissioners and Town officers regarding their exercise of their respective duties under the Town Charter, Town Code and other applicable laws.

6. Beginning October 1st 2024, the Firm shall be compensated for attorney services at the rate of $215 per hour for attorney work through December 31st 2024, and $225 per hour as of January 1st 2025. Paralegal services shall be billed at the rate of $90 per hour for all work performed under this Agreement. The Firm will bill the Town on a monthly basis for all legal fees and costs incurred in the prior month, sending invoices to the Town Clerk or such other official as the Town designates. The Town shall pay these invoices in accordance with the Florida Prompt Payment Act.

7. The Town shall pay all costs incurred or advanced by the Firm in representing the Town pursuant to this Agreement. Such costs include, but are not limited to, courtfiling fees, deposition charges, photocopying charges, long distance telephone charges, shipping/courier charges, computer research fees, and otherout-of-pocket costs.

8. Travel shall not be charged to the Town for legal services performed at Town Hall, but shall be charged at the applicable hourly rate for those services that require travel outside of the County.

9. Bond and bank loan legal opinions shall be billed separately on a set fee based on the size of the loan or bond issue.

10. The Firm will bill the Town on a monthly basis.

11. This Agreement is terminable by either the Town (acting through its Town Commission) or the Firm (acting through its Managing Partner) for any or no reason on thirty (30) days written notice to the other Party.

12. In the event the Town terminates the Firm's services under this Agreement, the Firm shall be entitled to be compensated according to the terms of this Agreement for all services rendered or costs incurred prior to the effective date of the termination. Thereafter, the Firm shall be compensated for any continuing legal services rendered to or on behalf of the Town at the hourly rate of $225 per hour for attorney services and $90 per hour for paralegal services.

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

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

For the Firm: Jay Daigneault, Esq., Managing Partner
Trask · Daigneault, L.L.P
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

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

14. This Agreement shall be effective upon the date entered in the introductory paragraph of this Agreement notwithstanding the actual date(s) of approval or execution by the Parties, and shall be effective until terminated by either Party as provided for herein.

The Parties have caused this Agreement to be executed on the date set forth above.

TOWN OF REDINGTON BEACH	**TRASK · DAIGNEAULT, L.L.P**
By:____________________	By:____________________
David Will, Mayor	Jay Daigneault, Esq., Managing Partner

Agenda Item 9 C.

Forward Pinellas Interlocal Agreement

AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

THIS AMENDMENT (hereinafter "Amendment") is made and entered into by and between FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as "the Parties."

RECITALS

WHEREAS, the Parties reaffirm the Interlocal Agreement dated October 15, 2014, except as amended herein; and

WHEREAS, § 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau; and

WHEREAS, § 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census; and

WHEREAS, § 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, on September 13, 2023, the governing board of Forward Pinellas, in its role as the Metropolitan Planning Organization, reviewed its voting composition and approved a resolution supporting the adoption of the MPO Membership Apportionment Plan (the "Apportionment Resolution") and determined that it was appropriate to expand the voting membership of the governing board; and

WHEREAS, the signatories to this Amendment desire to ratify and reaffirm the Apportionment Resolution as is fully set forth herein; and

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

I. **Recitals.** The forgoing recitals are true and correct.

II. **Interlocal Agreement.**
Article 4, Section 4.0l (a) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(a) The membership of the MPO shall consist of 19 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: four (4) voting members representing the Pinellas County Board of County Commissioners, one of which must be from an At-Large District; four (4) voting members representing the City of St. Petersburg; two (2) voting members representing the City of Clearwater; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo and Tarpon Springs; one (1) rotating voting member representing the cities of Oldsmar and Safety Harbor; one (1) rotating voting member representing the cities of Belleair, Belleair Bluffs and Seminole; one (1) rotating voting member representing the cities Gulfport, South Pasadena and Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C) (excluding Clearwater): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Florida Department of Transportation.

Article 4, Section 4.0l (c) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(c) The voting membership of an MPO shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

Article 4, Section 4.02 of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years.

The term of office for the SAFETY HARBOR/OLDSMAR consortium of municipalities shall be three (3) years, on a rotating basis. The order of rotation will be Safety Harbor, Oldsmar. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the BELLEAIR/BELLEAIR BLUFFS/SEMINOLE consortium of municipalities shall be three (3) years on a rotating basis. The order of rotation shall be, Belleair, Belleair Bluffs, and Seminole. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the GULFPORT/SOUTH PASADENA/KENNETH CITY consortium of municipalities shall be three (3) years. The order of rotation shall be Gulfport, South Pasadena and Kenneth City. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

III. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non- applicable provisions were omitted.

IV. **Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

V. **Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VI. **Amendment Execution and Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VII. **Effective Date.** This Amendment shall become effective upon its filing in the Pinellas County Office of the Clerk of the Circuit .. Any amendment hereto shall become effective only upon its filing in the Pinellas County Office of the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated October 15, 2014, to be duly executed on their behalf.

[Continued on following pages]

AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

ATTEST: ______________________________

TITLE: ______________________________

DATE: ______________________________

(seal)