

REDINGTON BEACH
BOARD OF ADJUSTMENT
THURSDAY, SEPTEMBER 25TH, 2025

6:30PM

AGENDA



**TOWN OF REDINGTON BEACH
BOARD OF ADJUSTMENT
REGULAR MEETING AGENDA
Thursday, September 25th, 2025**

The Board of Adjustment of the Town of Redington Beach, Florida, will hold a Meeting on Thursday, September 25th, 2025, at 6:30pm in the Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida to consider the items of business listed below:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- 3. ROLL CALL**
- 4. Approval of Agenda of September 25th, 2025**
- 5. New Business**
 - A. Property located at 16115 Redington Drive** is requesting the Board of Adjustment approve a variance request to extend the dock facility to an overall length of 48 feet from the seawall. Town Code 5.57(a)(17)(e) states: ***"The maximum allowable dock facility shall be within a 30-foot length from the seawall."***
- 7. Other business**
- 8. Adjournment**

One or more elected or appointed officials may be in attendance.

Please Note: If a person decides to appeal any decision made by the Board of Adjustment with respect to any matter considered at the above cited meeting, the person 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 to be based. The Town maintains an audio recording of all public hearings. In the event that you wish to appeal a decision, the recording may or may not adequately ensure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section F 286.0105, Florida Statutes).

In accordance with the Americans with Disability Act and Florida Statutes 286.26, persons with disabilities needing special accommodations to participate in the proceedings should contact the Town Clerk's Office with your request. Phone (727) 391-3875 or Fax (727) 397-6911 for assistance; if hearing impaired, contact the Florida Relay Service Numbers (800) 955-8771 (TDD).

**REDINGTON BEACH
BOARD OF ADJUSTMENT**

APPLICATION AS SUBMITTED

TOWN OF REDINGTON BEACH

105 164th Avenue
Redington Beach, FL 33708



Variance Application

The following must be furnished with this application: [incomplete applications will not be accepted]

- ☒ Completed original application
- ☒ Variance Application fee (\$450.00 NO CREDIT CARDS): PAID IN PERSON
- ☒ Written description of hardship SEE PRIOR APPROVAL - REPLACEMENT OF WALL
- ☒ Other supporting information, as necessary - SEE PRIOR APPROVAL

Board of Adjustment Review Standards

The Board of Adjustment shall grant no variance unless all the following standards are met and are proven by competent substantial evidence:

- (1) The requested variance will not be contrary to the public interest;
- (2) The need for the requested variance arises where, owing to special conditions, a literal enforcement of the provisions of the code would result in unnecessary and undue hardship;
- (3) Special conditions and circumstances exist which are peculiar to the land, structure, or building for which this variance is being sought, and which are not applicable to other similarly situated lands, structures or buildings in the same zoning district;
- (4) A literal interpretation of the provisions of the applicable code would deprive the applicant of rights commonly enjoyed by other similarly situated properties in the same zoning district under the terms of the applicable code;
- (5) The applicant has not made a second petition or application for the same request for a period of 120 days from the date of the order on a previous petition or application; and
- (6) The conditions or special circumstances peculiar to the property have not been self-created nor are the result from an action by the applicant or with prior knowledge or approval of the applicant. Further, no variance may be granted arising from illegal construction of a structure or an illegal use of the premises which would have otherwise required a permit to be issued, and which construction was commenced illegally. Further, no variance may be granted for any property in the town where the property has a pending unresolved code violation, or where the owner has failed to satisfy any recorded code enforcement lien or to have complied with any court or magistrate order related to a code enforcement violation within the town. Under such conditions, the owner shall have no legal right to obtain a variance, and the Board will have no legal right to grant such a variance.

Section 6-290(7): Any variance granted under the provisions of this Code shall expire within sixty (60) days from the date of the executed order granting the variance unless a building permit for construction or alteration has been issued in accordance with the plans and conditions upon which the variance was granted. The building official may grant extensions to this deadline if that official determines that the applicant is proceeding in good faith.

**TOWN OF REDINGTON BEACH, FLORIDA
VARIANCE APPLICATION**

(Please type or print clearly)

Property Owner(s)

Name David and Barbara Helmitoller		Email N/A	
Address 16115 Redington Dr			
City Redington Beach	State FL	Zip 33708	
Phone	Fax N/A	Cellular	

Applicant

Name David and Barbara Helmitoller		Email N/A	
Address 16115 Redington Dr			
City Redington Beach	State FL	Zip 33708	
Phone	Fax N/A	Cellular	

Agent (If applicable)

Name		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Property Location or Address 16115 Redington Beach Dr	
Legal Description (attach additional sheet if necessary) REDINGTON BEACH HOMES 1ST ADD BLK 10, LOT 8 & NW'LY 37FT OF LOT 6 & S'LY 3FT OF LOT 7	
Tax Parcel Number 05-31-15-73872-010-0080	Zoning District

Requested Action:

Describe request and applicable code section:

The applicants seek a variance from 5-57(a)(17)(e), Town of Redington Beach Code of Ordinances, which provides in relevant part, that the maximum allowable dock facility shall be within a 30-foot length from the seawall

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

TOWN OF REDINGTON BEACH

VARIANCE APPLICATION

- 1. What special conditions or circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other similarly situated lands, structures or buildings in the same zoning district?**

The property located at 16115 Redington Dr has shallow or non-existent water depth

- 2. What literal interpretation of the provisions of the applicable code would deprive the owner(s) of rights commonly enjoyed by other similarly situated properties in the same zoning district under the terms of the applicable code?**

Without the approval of the variance the owners will not be able to access and use their boat as other residents in the same area have the ability to do since the codes requirements restrict the owners unfairly

- 3. What special conditions or circumstances entitles the owner to a variance that are NOT self-created by the owner or an action taken with the owner's prior knowledge or approval?**

The property 16115 Redington Dr has shallow or non-existent water depth which prohibits the owners from being able to dock their boat at their property which in turn prohibits access to their boat for use

- 4. Explain how the granting of the variance will not confer on the owner any special privilege that is denied by the applicable code to other similarly situated lands, structures or buildings in the same district.**

A previous variance was approved for the homeowners on March 23, 2022.

- 5. Explain how the variance requested is the minimum variance necessary to permit the reasonable use of the lands, structures or buildings, will be in harmony with the general purpose and intent of the applicable code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

In the previous variance approved, the applicants demonstrated the extension was necessary in order to access their boat from the dock due to the lack of water depth. They also testified that this was the minimum needed and would not impede navigation of surrounding boats. Due to the shallow water the additional length is needed for the owners to use their boat as other residents have the ability to do. The applicants have tie poles that extend 60 feet out.

NOTICE: To ensure compliance with Florida Statutes § 454.23 (providing that it is a felony for a person not an attorney to practice law in Florida), and to ensure the Town is not a party to facilitating the unauthorized practice of law, while an Owner who is a natural person may represent her or himself at the Board of Adjustment hearing, and while a licensed attorney may represent an Owner at the hearing, relatives, contractors, architects, engineers, or other agents of the Owner will not be permitted to represent an Owner at the hearing, including calling or cross-examining witnesses or making arguments for approval. Owners or their legal counsel must be present to present cases, and the Board of Adjustment will decline to proceed with a hearing where the Owner or her or his legal counsel is not present to present the case.

Note: No variance may be granted arising from illegal construction of a structure or an illegal use of the premises which would otherwise have required a permit to be issued, and which construction was commenced illegally. Further, no variance may be granted for any property in the town where the property has a pending unresolved code violation, or where the owner has failed to satisfy any recorded code enforcement lien or to have complied with any court or magistrate order related to a code enforcement violation within the town. Under such conditions, the property owner shall have no legal right to obtain a variance, and the Board shall have no legal right to grant a variance.

Section 6-290(7): Any variance granted under the provisions of this Code shall expire within sixty (60) days from the date of the executed order granting the variance unless a building permit for construction or alteration has been issued in accordance with the plans and conditions upon which the variance was granted. The building official may grant extensions to this deadline if that official determines that the applicant is proceeding in good faith.

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

NOTICE: To ensure compliance with Florida Statutes § 454.23 (providing that it is a felony for a person not an attorney to practice law in Florida), and to ensure the Town is not a party to facilitating the unauthorized practice of law, while an Owner who is a natural person may represent her or himself at the Board of Adjustment hearing, and while a licensed attorney may represent an Owner at the hearing, relatives, contractors, architects, engineers, or other agents of the Owner will not be permitted to represent an Owner at the hearing, including calling or cross-examining witnesses or making arguments for approval. Owners or their legal counsel must be present to present cases, and the Board of Adjustment will decline to proceed with a hearing where the Owner or her or his legal counsel is not present to present the case.

I (we) certify that Andrew Helmintoller is/are duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written. Further, it is understood that this application must be complete and accurate, and the appropriate fee paid prior to processing.

Date: 07/29/2025

Title Holder: Andrew Helmintoller

Date:

Title Holder:

Date:

Title Holder:

Date:

Title Holder:

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by 24th physical presence or July online notarization this 24th day of July, 20 25 A.D., by Andrew Helmintoller who is personally known to me or who has produced driver license as identification and who did (did not) take an oath.

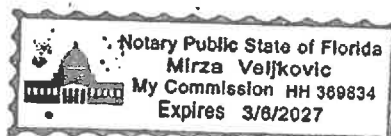
NOTARY PRINTED NAME:

Mirza Veljkovic

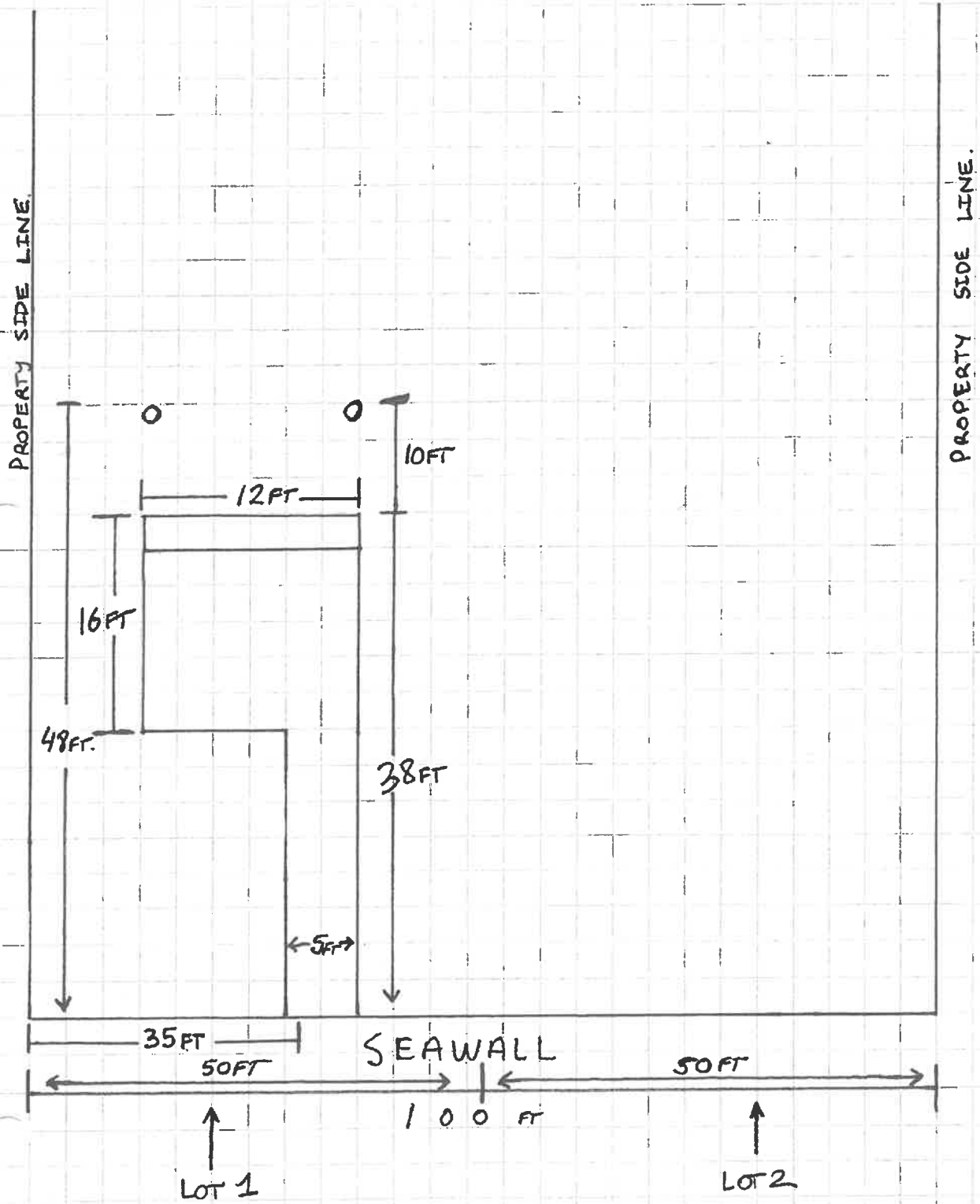
NOTARY SIGNATURE:

[Signature]

NOTARY STAMP



BAY HARBOR MARINE: 16115 REDINGTON DRIVE.



August 7, 2025

**To: Town of Redington Beach
 105 164th Avenue
 Redington Beach, FL 33708**

Property: 16115 Redington Dr, Redington Beach, FL 33708

HARDSHIP STATEMENT FOR DOCK VARIANCE APPLICATION

Applicants: Andrew and Barbara Helmtoller

Statement of Hardship:

The applicants respectfully request approval to restore their dock to its pre-hurricane condition as previously authorized by variance dated March 17, 2022. The applicants are not requesting any deviation from the previously approved specifications but instead seek only to restore the dock to its exact pre-hurricane state.

Criterion 1 – Special Conditions and Circumstances:

Special conditions and circumstances exist which are peculiar to this property and are not applicable to other similarly situated properties in the same district.

Specifically:

- **Hurricane Damage:**
The previously approved and constructed dock was destroyed by hurricane forces beyond the property owners' control, creating an extraordinary circumstance not faced by properties with intact docks.
- **Unique Waterfront Topography:**
As established in the March 17, 2022, variance proceedings, this lot presents challenging shallow water conditions and non-existent water depth within standard setback areas, distinguishing it from other waterfront properties in the district.
- **Previously Established Need:**
The original variance demonstrated that standard code requirements could not be practically applied to this property due to its unique physical characteristics and water depth limitations.
- **Natural Disaster Impact:**
The hurricane's destruction of an already-approved structure creates a peculiar circumstance where restoration requires variance approval, unlike properties that never required variances initially.

Criterion 2 - Deprivation of Rights:

A literal interpretation of the applicable code provisions would deprive the applicants of rights commonly enjoyed by other similarly situated properties in the same district.

Specifically:

- **Restoration Rights:** Other property owners whose docks comply with standard setbacks can rebuild after storm damage without variance proceedings, while applicants cannot restore their legally constructed dock without re-approval.
- **Waterfront Access:**
Without restoration of the previously approved dock configuration, applicants would be deprived of reasonable waterfront access and protection that other residents enjoy as a matter of right.
- **Property Protection:**
The unique shallow water conditions that necessitated the original variance continue to exist. Restricting the applicants to standard setbacks would deny them the same level of shoreline protection available to other waterfront property owners.
- **Established Use Rights:**
The dock operated successfully under the 2022 variance without impeding navigation or adversely affecting neighboring properties, demonstrating that restoration would not create issues while ensuring applicants retain rights equivalent to other district residents.

Conclusion:

The applicants seek only to restore what was lawfully constructed and approved, not to expand or modify the previously granted variance. The hurricane's destruction created an involuntary hardship requiring this application to restore the property to its legally established pre-storm condition.

Thank you in advance for your time and consideration.

If applying in person, direct all correspondence to:

Clerk, Water and Navigation, 5th Floor
315 Court Street
Clearwater, FL 33756



PRIVATE DOCK PERMIT APPLICATION
PINELLAS COUNTY WATER AND NAVIGATION

I. PROPERTY OWNER INFORMATION:

- A. Applicant's Name: David + Barbara Helmtoller
- B. Mailing Address: 16115 Redington Dr.
City: Redington Beach State: FL Zip: 33708
- C. Telephone No.: 727-455 3858 E-mail Address: bah2day@901.com

II. CONTRACTOR INFORMATION (Pro):

- A. Name: Jeffrey Protac
- B. Address: 5201 South Lois Ave
City: Tampa State: FL Zip: 33611
- C. Telephone No.: 813-235-3204 E-mail Address: _____

III. AGENT INFORMATION (if different from Contractor):

- A. Name: _____
- B. Address: _____
City: _____ State: _____ Zip: _____
- C. Telephone No.: _____ E-mail Address: _____

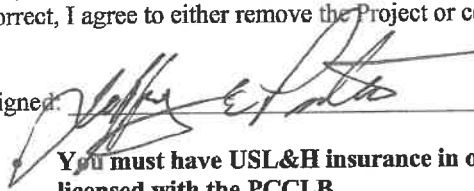
IV. SITE INFORMATION:

- A. Construction Site Address: 16115 Redington Dr.
City: Redington Beach Zip Code: 33708
- B. Site Parcel ID Number: 05 / 31 / 15 / 73872 1010 / 0080
- C. Incorporated: ☒ Unincorporated: ☐
- D. Affected Water Body: Boca Ciega Bay
- E. Previous Permits: RP 3287603

VI. CONTRACTOR INFORMATION:

I, Jeffery E. Protic, a general contractor contractor,
whose contractor license # COC 017850 expires on _____,

swear that the above described project (the "Project") has not been constructed as of the date affixed by my signature below. If a permit for this Project (the "Permit") is granted by the County, I agree to design and construct the Project in full compliance with the Pinellas County Code and in full accordance with the drawings or plans attached hereto. I swear that the information provided in this application represents the full scope of the Project and that no material information regarding the Project has been omitted. In the event that either the Project is not constructed in full accordance with the Permit or the information provided in this application is not correct, I agree to either remove the Project or correct the deficiency.

Signed: 

Date: May 12, 2025

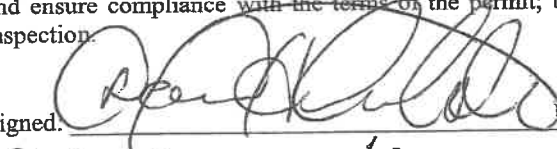
You must have USL&H insurance in order to construct a dock in Pinellas County; as well as be licensed with the PCCLB.

VII. PROPERTY OWNER'S SIGNATURE:

I hereby apply for a permit to perform the above described project (the "Project"). Should a permit for the Project be granted by the County, I agree to design and construct the Project in full compliance with the Pinellas County Code and in full accordance with the plans or drawings attached hereto; I likewise agree to maintain the Project in a safe condition throughout the Project's existence.

I hereby authorize the above stated contractor – and agent if listed – to act as my representative in all matters pertaining to the application. I understand that I, not the County am responsible for the accuracy of the information provided as part of this application. I further understand that it is my responsibility to obtain any necessary permits and approvals required for the Project at the Federal, State, and local levels; should the Project lie within a municipality, I recognize that approval from that municipality – in addition to the County – is required.

I swear that I own the upland property described in this application (the "Property"). While this application is pending, I expressly authorize the County and its agents to access the Property at any time as may be necessary to review and act on this application. Should a permit for the Project be granted by the County, I expressly authorize the County and its agents to access the Property at any time as may be necessary to monitor the Project and ensure compliance with the terms of the permit; this permission is valid until the Project has passed final inspection.

Signed: 

Date: 5/13/25

Darkan G. Seluntoller

5/13/25

F. Date applicant assumed property ownership: 2-2013
month/year

G. Obstructions: (Dogs, Fences, etc.) NO

H. All other information pursuant to Chapter 58, Article XV (Water and Navigation Regulations).

V. PROJECT DEVIATION INFORMATION (FOR UNINCORPORATED ONLY):

A. Signature from Adjacent Owner Required under Code Section 58-555(b): Yes ☐ No ☐

Amount of deviation: Length: 0

Width: 0

Setbacks: Left: _____ Right: _____

Other: _____

- ❖ Please note that all information requested in this application must be filled out in its entirety prior to submittal to Pinellas County. An application missing information will not be considered complete, and therefore ready for possible approval, until all required information is provided.

Owner Name: David + Barbara Helmshtoller Site Address: 16115 Redington Dr.

Nature and Size of Project: Replace dock - moving location
owns both properties - 65' from south property
line

Total Project Square Footage: 212

New Square Footage: 0

Total Number of Pilings: 8

Diameter of Pilings: 10

Waterway Width 400

Waterfront Width

Plan View Drawing
(applicant and adjacent docks)

SHORELINE			
The undersigned does not object to the proposed project as drawn in the space provided above.			
Left Owner		Right Owner	
Signature	Date	Signature	Date
Municipality Approval		Water and Navigation Approval	



FL License #CGC017850
5201 S Lois Tampa, FL33609
Phone: 813.489.5883

CONTRACTOR AGREEMENT

Project # BH2025-38 Dock Rebuild

THIS AGREEMENT made this _____ by and between Bay Harbor Marine Services LLC (hereinafter "Contractor") and David / Barbara Helmtoller, who resides at the following address: 16115 Redington Dr , Redington Beach , FL 33708 (hereinafter "Owner/Acting Representative for Residence")

The Contractor and the Owner for the considerations hereinafter set forth agree as follows:

1. **SCOPE OF THE WORK:** The Contractor shall furnish "LABOR & EQUIPMENT" to perform all of the work described in

"Exhibit A", as attached as it pertains to work to be performed on property located at:

David & Barbara Helmtoller
16115 Redington Dr , Redington Beach , FL 33708
(727) 455-3858
Bah2day@aol.com

2. **TIME OF COMPLETION:** The Work to be performed under this Contract shall be commenced as soon as possible and, subject to authorized adjustments, permits, material availability, weather, strikes, and circumstances beyond our control. Ninety-eight percent (98%) Completion should be achieved in approximately 30 Working Days after commencement of work and barring any force majeure, or other acts of nature. Upon approval of this Contract Bay Harbour Marine Services will schedule the commencement date and update the Owner on the start date.

3. **THE CONTRACT PRICE:** The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of TWENTY FIVE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 . (\$ 25,800.00) which are subject to additions and deductions pursuant to change orders authorized by Owner.

4. **PROGRESS PAYMENTS: 1st Draw due 10 days prior to work starting.** Based upon, Applications for Payment submitted to the Owner by the Contractor, the Owner shall make Progress Payments on the account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Milestone	Percentage	Amount
Down Payment	40%	\$10,320.00
After existing dock demolition & new Piling Installation.	30%	\$7,740.00
Upon Final Completion	30%	\$7,740.00
Total	100%	\$25,800.00

a. The Contractor shall have the right to stop work and keep the job idle if payments are not received within the time frame as agreed. In the event of work cessation by the Owner or due to non-payment, the Owner shall pay an additional 10% start up charge. If work is detained by the reasons above, the Owner shall provide for the protection of, and be responsible for any damage, warping, racking, or loss of any/or all materials on the premises. The Owner shall pay final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the work has been completed and the Contract fully performed. The Contractor agrees upon final receipt of final payment to release the property from any and all claims that may have accrued by reason of the construction.

b. The work will be deemed complete only after the Owner has had a chance to review and accept the work. Such acceptance shall not be unreasonably withheld.

5. GENERAL PROVISIONS:

a. All work shall be completed in a workmanship-like manner and in compliance with all the building codes and other applicable laws.

b. To the extent required by law, individuals duly licensed and authorized by law to perform said work shall perform all work. Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

c. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time final payment is made.

d. All change orders shall be in writing and signed by both the Owner and the Contractor.

e. Contractor warrants it is adequately insured for injury to its employees and third parties, incurring loss or injury as a result of the acts or omissions of Contractor or its employees or subcontractors, or those parties involved in performing services under the Contract. The Contractor shall carry liability insurance in amounts no less than \$2,000,000.00 in aggregate and \$1,000,000.00 per occurrence.

f. The owner shall pay for and obtain all permits necessary for the work to be performed, if required.

g. The contractor agrees to remove all debris related to this building project and leave the premises in broom clean condition.

h. In the event the Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach, pending payment or resolution of any dispute. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

- i. The contractor shall not be liable for any delay due to circumstances beyond its control including strikes, weather constraints, casualty or general unavailability of materials.
- j. Contractor warrants all workmanship to be performed in compliance with applicable industry standards and to provide the Owner with specific product warranty information, where applicable. Notwithstanding the above, the Contractor warrants the work not subject to a specific product warranty for a period of not less than 60 days.
- k. The Contractor agrees to indemnify and hold the Owner harmless from any and all claims and liability to which the Owner may be subject as a result of the Contractor's performance of this Contract even if such claim were to arise from the Owner's own negligence.
- l. Attorney's Fees and Costs. In the event of any dispute, claim, or litigation arising out of or relating to the services rendered by Bay Harbor Marine Services, including but not limited to work performed, repairs, maintenance, or other marine services, the customer agrees to be responsible for and shall pay all reasonable attorney's fees, court costs, and other expenses incurred by Bay Harbor Marine Services in enforcing its rights under this agreement or defending any such claim or dispute, whether such proceedings are resolved by settlement, arbitration, or litigation. This provision shall apply regardless of whether the action is initiated in or outside of Hillsborough County, Florida, and any legal action shall be brought exclusively in the courts of competent jurisdiction located in Hillsborough County, Florida.

6. OTHER TERMS: Reimbursables: Reimbursable expenses shall consist of permits, ~~environmental impact studies~~ or other applicable code compliance costs, "IF" incurred by the Contractor in the execution of this project.

- a. ~~Where materials are to be matched, Contractor shall make every reasonable effort to do so using standard materials, but does not guarantee a perfect match. Contractor will try to save existing decking if possible, however additional decking materials may need to be purchased that are not included in this contract, and would be an extra~~
- b. This Contract Proposal is Valid for 30 Days, Negotiable Thereafter.

BAY HARBOR MARINE SERVICES CONTRACTOR AGREEMENT

The above is agreed to on

4/23/25

Witness

Witness

By:

Eric Protic

By:

David / Barbara Helmsntoller

BAY HARBOR MARINE SERVICES CONTRACTOR AGREEMENT

EXHIBIT "A"

David & Barbara Helmtoller
16115 Redington Dr , Redington Beach , FL 33708
(727) 455-3858
Bah2day@aol.com

Project : BH2025-38 Dock Rebuild

DESCRIPTION:

Provide Materials, Labor, and Equipment, to perform the following:

Dock Re-Build:

1. Mobilization

Mobilize all necessary barges, equipment, and materials to the project site for the duration of the work.

2. Demolition

Demolish and remove the existing dock structure, including all dock pilings and the main landing platform and walkout.

Safely remove and dispose of all debris at an approved waste treatment facility.

3. Material Transportation

Transport new construction materials to the rear of the property as required.

4. Piling Installation

Install 8 new pilings:

5. Substructure Installation

Construct a new substructure using 2x8 pressure-treated (PT) beams.

6. Superstructure Framing

Build the new superstructure framing for the main dock and walkout using 2x8x14 pressure-treated (PT) materials.

7. Decking Installation

Install all-new composite WearDeck® decking in grey (Assorted Colors Avail) for a durable, aesthetically pleasing finish.

8. Railing System

Replace existing railing system with Seaview® wire, ensuring unobstructed views and enhanced safety.

9. Stairs Installation

- Replace as existing

10. Bench - Replace existing bench

11. Final Touches

Complete all finishing details, ensuring the dock is ready for use.
Clean up the site thoroughly, removing all debris and waste materials.

12. Demobilization

Demobilize all equipment, materials, and the barge from the site.

All Materials and Labor Included

* Permit will be paid for by Bay Harbor Marine and billed in addition to the contract price of \$25,800 / ~~Engineering cost not included.~~

Note: Any Electric /Plumbing Services not included

All credit card payments subject to additional 3.5% transaction fee.

Total Investment \$25,800. 00

Note:

1- The above work is to be performed and completed in a professional and timely manner.

- 2- Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order by the Owner, and will become an extra charge over and above this agreement.
- 3- Contractor assumes no responsibility and is held harmless, for any delays from inclement weather, suppliers, and/or in the delivery of materials, etc which could affect the projected schedule time of completion.
- 4- This agreement does not include any unforeseen, hidden, or inaccessible damage that may exist at the time of assessment. The scope of this contract is subject to change depending on the extent of damages discovered, if any, which are not included in this agreement.
- 5- Does not include landscaping, Electrical services , water services.
- 6- **Final Payment and Interest on Late Payment** The final payment, representing the remaining thirty percent (30%) of the total contract amount, shall be due within five (5) business days upon completion of the contracted work. "Completion" shall mean substantial completion of the work as determined by Contractor Bay Harbor Marine Services, with all deliverables provided and services rendered as agreed.
- 7- If the final payment is not received by the due date, an interest charge of four and seven-tenths percent (4.7%) per month shall accrue on the outstanding balance, calculated on a daily basis until full payment is received. Interest shall be applied only to the unpaid portion of the final payment.
- 8- Any disputes regarding the quality or completeness of the work must be communicated in writing within two (2) business days following the completion notice; otherwise, the work shall be deemed accepted, and payment shall be due in full without further delay.

CERTIFICATE OF LIABILITY INSURANCE										Date 7/28/2025	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562						This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.					
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691						Insurers Affording Coverage				NAIC #	
						Insurer A: Lion Insurance Company				11075	
						Insurer B:					
						Insurer C:					
						Insurer D:					
Insurer E:											
Coverages											
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.											
INSR LTR	ADDL INSRD	Type of Insurance		Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits				
		GENERAL LIABILITY					Each Occurrence		\$		
		☐ Commercial General Liability					Damage to rented premises (EA occurrence)		\$		
		☐ Claims Made ☐ Occur					Med Exp		\$		
							Personal Adv Injury		\$		
							General Aggregate		\$		
							Products - Comp/Op Agg		\$		
		General aggregate limit applies per:									
☐ Policy ☐ Project ☐ LOC											
		AUTOMOBILE LIABILITY					Combined Single Limit (EA Accident)		\$		
		☐ Any Auto					Bodily Injury (Per Person)		\$		
		☐ All Owned Autos					Bodily Injury (Per Accident)		\$		
		☐ Scheduled Autos					Property Damage (Per Accident)		\$		
		☐ Hired Autos									
		☐ Non-Owned Autos									
		EXCESS/UMBRELLA LIABILITY					Each Occurrence				
		☐ Occur ☐ Claims Made					Aggregate				
		Deductible									
A		Workers Compensation and Employers' Liability		WC 71949	01/01/2025	01/01/2026	☒	WC Statutory Limits	☐	OTH-ER	
		Any proprietor/partner/executive officer/member excluded? NO					E.L. Each Accident		\$1,000,000		
		If Yes, describe under special provisions below.					E.L. Disease - Ea Employee		\$1,000,000		
							E.L. Disease - Policy Limits		\$1,000,000		
Other		Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616									
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:											
Client ID: 96-66-008											
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Bay Harbor Marine Services LLC											
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com											
Project Name:											
INCLUDES USL & H. JEFFERY E. PROTIC, LICENSE NO. CGC1538427 AS QUALIFIER. ISSUE 07-28-25 (TD)											
Begin Date: 12/9/2024											
CERTIFICATE HOLDER						CANCELLATION					
TOWN OF REDINGTON BEACH						Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.					
17425 GULF BLVD. REDINGTON SHORES, FL 33708											



**TOWN OF REDINGTON BEACH
BOARD OF ADJUSTMENT
REGULAR MEETING AGENDA
Thursday, March 17, 2022**

The Board of Adjustment of the Town of Redington Beach, Florida, will hold a Meeting at 6:30pm, on Thursday, March 17, 2022, in the Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida to consider the items of business listed below:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3. ROLL CALL

4. Approval of Agenda of March 17, 2022

5. Approval of Minutes of January 20, 2022

6. New Business

- a. Property located at **16115 Redington Drive** is requesting the Board of Adjustment approve a variance request to extend the dock facility to an overall length of 49 feet from the seawall. Town Code 5.57(a)(17)(e) states: ***"The maximum allowable dock facility shall be within a 30-foot length from the seawall."***
- b. Property located at **16307 Redington Drive** is requesting the Board of Adjustment approve a variance request to expand an existing garage which will encroach into the front setback area 5 feet. Section 6-65(b) of the Town's Code of Ordinances states ***"All permanent installations of any kind, located above grade, in building setback areas (front, side and rear) are prohibited except for air conditioning condensing units, pool water pumping, filtering and heating equipment, water softeners, power generation systems, and similar mechanical equipment, and fuel tanks required for same."***

7. Other business

8. Adjournment

One or more elected or appointed officials may be in attendance.

Please Note: If a person decides to appeal any decision made by the Board of Adjustment with respect to any matter considered at the above cited meeting, the person 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 to be based. The Town maintains an audio recording of all public hearings. In the event that you wish to appeal a decision, the recording may or may not adequately ensure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section F 286.0105, Florida Statutes).

In accordance with the Americans with Disability Act and Florida Statutes 286.26, persons with disabilities needing special accommodations to participate in the proceedings should contact the Town Clerk's Office with your request. Phone (727) 391-3875 or Fax (727) 397-6911 for assistance; if hearing impaired, contact the Florida Relay Service Numbers (800) 955-8771 (TDD).



TOWN OF REDINGTON BEACH, FLORIDA
BOARD OF ADJUSTMENT
REGULAR MEETING MINUTES

Thursday, March 17, 2022
6:30 PM

The Board of Adjustment meeting was called to order at 6:30pm by Chairman Hawthorne.

Roll call was taken: Mr. Robert Rockell, Mr. Ken Sulewski, Mr. Darcy Bellemore, Mr. James Sommer, Chairman Wally Hawthorne and Attorney Erica Augello were present; also attending were applicants David and Barbara Helmtoller; applicant representative Tim Roney; applicants Todd and Tobie Smith; and Deputy Clerk, Adriana Nieves. Building Official Bruce Cooper appeared telephonically. Mr. Mike Morgan was absent (excused).

The Pledge of Allegiance was followed by a moment of silence.

Approval of agenda: Agenda of March 17, 2022 was approved with all ayes.

Approval of minutes: Minutes of January 20, 2022 was approved with all ayes.

New Business:

Attorney Augello swore in all witnesses giving testimony.

Attorney Augello read the following:

- a. Property located at **16115 Redington Drive** is requesting the Board of Adjustment approve a variance request to extend the dock facility to an overall length of 49 feet from the seawall. Town Code 5.57(a)(17)(e) states: ***“The maximum allowable dock facility shall be within a 30-foot length from the seawall.”***

Applicant Andrew David Helmtoller testified that he owns a sailboat and is requesting a variance to extend the dock facility to 49 feet in order to install a boat lift. He stated that there are existing tie poles belonging to neighboring properties which are 60 feet from the seawall. Docks on adjacent properties are at 44' and 42'. The applicant stated that the proposed boat lift at 49' would not impede navigation.

Bruce Cooper, Building Official, testified that the applicants were granted a variance in November 2021 to extend the dock facility to 40' from the seawall. Now the applicants are asking for more than the minimum that was required for approval of the initial variance request.

The Board members questioned the applicants as to what changed in the 3 months since the first variance request. The applicants testified that after the first request was approved, and dock contractors began giving them quotes, the applicants realized that 40 feet wouldn't give them the depth the sailboat required. Therefore, they had to request an additional 9 feet.

Chairman Hawthorne asked for public comments, but there were none.

The Board discussed among themselves.

Mr. Rockell made a motion to approve the variance request. Mr. Sulewski seconded the motion. Roll call vote was taken and the motion to **approve** was passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Chairman Hawthorne			X		
Darcy Bellemore			X		
Ken Sulewski		X	X		
James Sommer			X		
Mike Morgan					X
Robert Rockell	X		X		

Attorney Augello read the following:

- b. Property located at **16307 Redington Drive** is requesting the Board of Adjustment approve a variance request to expand an existing garage which will encroach into the front setback area 5 feet. Section 6-65(b) of the Town's Code of Ordinances states *"All permanent installations of any kind, located above grade, in building setback areas (front, side and rear) are prohibited except for air conditioning condensing units, pool water pumping, filtering and heating equipment, water softeners, power generation systems, and similar mechanical equipment, and fuel tanks required for same."*

Attorney Augello stated that although the agenda refers to section 6-65(b) of the Town's code, the applicants are seeking relief from Appendix A Section 5(b).

Applicant representative Tim Roney, Roney Designs, testified that his client is seeking to build a single-story 2-car garage. Currently there is a small 1-car garage. The garage addition will encroach into the front setback area 5 feet. Mr. Roney submitted an additional picture to the Board showing a rendering of the finished construction. Mr. Roney also submitted a list of affected neighbors who all approved of the encroachment.

Chairman Hawthorne asked for public comments, but there were none.

The Board discussed among themselves.

Mr. Sulewski made a motion to approve the variance as requested. Mr. Sommer seconded the motion. Roll call vote was taken and the motion to **approve** was passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Chairman Hawthorne			X		
Darcy Bellemore			X		
Ken Sulewski	X		X		
James Sommer		X	X		
Mike Morgan					X
Robert Rockell			X		

With no further business, Chairman Hawthorne adjourned the meeting at 7:07pm.



Adriana Nieves, CMC, CFM
Deputy Town Clerk

**REDINGTON BEACH
BOARD OF ADJUSTMENT**

**NOTICE SENT TO NEIGHBORS
WITHIN 150 FEET OF APPLICANT**



TOWN OF REDINGTON BEACH

105 164th AVENUE

REDINGTON BEACH, FL 33708

PHONE: 727-391-3875

FAX: 727-397-6911

[email: info@townofredingtonbeach.com](mailto:info@townofredingtonbeach.com)

NOTICE OF PUBLIC HEARING

VARIANCE APPLICATION

Property located at **16115 Redington Drive**, Redington Beach Homes 1st Add Blk 10, Lot 8 & NW'LY 37 ft of Lot 9 & S'LY 3ft of Lot 7 as recorded in plat book 22 page 3 of the Pinellas County Official Records, is requesting the Board of Adjustment approve a variance request to extend the dock facility to an overall length of 48 feet from the seawall. Town Code 5.57(a)(17)(e) states: ***"The maximum allowable dock facility shall be within a 30-foot length from the seawall."***

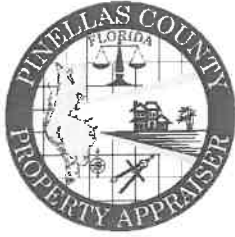
As a property owner within 150' of the subject property, you are invited to register your opinion at a Public Hearing to be held **Thursday, September 25th, 2025 at 6:30pm** in the Town Hall Assembly Room located at 105 164th Avenue, Redington Beach, FL 33708 or you may respond by letter to the Town Clerk stating your reasons for your opinion. This letter should be mailed or emailed to Town Hall at the above address. It is imperative that the Board of Adjustment members know the reasons for your approval or disapproval so that they can give your comments proper consideration.

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

Adriana Nieves, CMC, CFM

Town Clerk

Date of Notice: August 13th, 2025



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

www.pcpao.gov

mike@pcpao.gov

Run Date: 12 Aug 2025

Subject Parcel: 05-31-15-73872-010-0080

Radius: 150 feet

Parcel Count: 13

Total pages: 2

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

FL INT IMP FUND TRE
C/O STATE OF FL
ATTN: SUBM LANDS
3900 COMMONWEALTH BLVD

ONA, NORVIN I
ONA, LESLIE S
2529 IVY PLANTATION DR
BUFORD, GA 30519-7039

PEIFER, JEFFREY W SR
PEIFER, VICKI L
612 INGLEFIELD DR
PITTSBURGH, PA 15236-4571

YURKSHAT, TARA
YURKSHAT, ALAN
16104 REDINGTON DR
REDINGTON BEACH, FL 33708-1631

ZELLER, ROBERT THOMAS
ZELLER, ASHLEA GRAHAM
16108 REDINGTON DR
REDINGTON BEACH, FL 33708-1631

PARKS, ALAN E
CHURCH, SAMUEL D
16209 REDINGTON DR
REDINGTON BEACH, FL 33708-1632

TESTA, CARMINE M
TESTA, THERESA
16111 REDINGTON DR
REDINGTON BEACH, FL 33708-1664

PAYNE, ANDREW R
PAYNE, JENNA R
16205 REDINGTON DR
ST PETERSBURG, FL 33708-1632

MESSMER, LAUREN L
16107 REDINGTON DR
ST PETERSBURG, FL 33708-1664

BROWN, ANDREW C
14533 KANDI CT
LARGO, FL 33774-5101

WHIMBREL SHOREBIRD VENTURES LLC
301 W PLATT ST UNIT A343
TAMPA, FL 33606-2292

RUSSOLILLO, FRANCES
305 162ND AVE
REDINGTON BEACH, FL 33708-1625

CLAWSON, WAYNE L
16110 REDINGTON DR
REDINGTON BEACH, FL 33708-1631



Zone AE
(EL 11)

Zone AE
(EL 10)

11
10



**REDINGTON BEACH
BOARD OF ADJUSTMENT**

**NEIGHBORS'
APPROVAL OR DISAPPROVAL LETTERS**



Redington Beach Town of <info@townofredingtonbeach.com>

16115 Variance Request

2 messages

Carmine Testa <ctesta120@gmail.com>
To: Redington Beach Town of <info@townofredingtonbeach.com>
Cc: Theresa Testa <theresat15@gmail.com>

Tue, Aug 19, 2025 at 3:58 PM

Hi Adriana,

We have no objection to the variance request for the dock length at [16115 Redington Dr.](#)

Best regards,

Carmine & Theresa Testa

Redington Beach Town of <info@townofredingtonbeach.com>
To: Carmine Testa <ctesta120@gmail.com>
Cc: Theresa Testa <theresat15@gmail.com>

Wed, Aug 20, 2025 at 12:31 PM

Thank you! The Board of Adjustment members will be made aware of your opinion.

Regards,

Adriana Nieves, CMC, CFM
Town Clerk



Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708
Office: 727-391-3875
Hours: 8am - 4pm
Building Department: 727-397-5538

Under Florida law, e-mail addresses are public records.

[Quoted text hidden]

TOWN OF REDINGTON BEACH
105 - 164TH AVENUE
REDINGTON BEACH, FLORIDA 33708



BROWN, ANDREW C
14533 KANDI CT
LARGO, FL 33774-5101

TAM

IS #

Andy
Brown
Says
OK



STATE

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

EC: 33708151905

2501-0727-13-41

1-433270201739800049



22/25