



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

**Wednesday, November 5th, 2025
6:30pm**

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. Madeira Beach Fire Chief and Interim City Manager Clint Belk will provide an update.**
- 7. REPORTS**
 - Public Safety
 - Building/Code
 - Public Works/Parks
 - Finance
 - Mayor
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 8. CONSENT AGENDA**
 - A. Bill list for day ending October 31st, 2025
 - B. Minutes for regular meeting of October 1st, 2025
- 9. UNFINISHED BUSINESS**
 - A. **Linda Fisher, Forward Pinellas – Proposed Zoning Code update**
 - B. **Final reading and adoption of Ordinance 2025-03: AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 6-83 AND REPEALING § 6-84 OF THE TOWN CODE RELATING TO BUILDING PERMIT FEES; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**
- 10. NEW BUSINESS**
 - A. **Resolution 2025-06: A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, ESTABLISHING A NEW BUILDING DEPARTMENT FEE SCHEDULE; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.**
 - B. **First reading of Ordinance 2025-04: AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, CREATING ARTICLE II OF CHAPTER 4 OF THE TOWN CODE RELATED TO SHARK FISHING; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**



- C. **Resolution 2025-07:** Budget amendments
- D. Planning Board Appointment
- E. Interlocal Agreement between Pinellas County and Local Governments for Post Storm Recovery Efforts
- F. Contract for Audit Services by CliftonLarsonAllen LLP
- G. Town Hall roof replacement estimates

11. OTHER BUSINESS

12. 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 8.
CONSENT AGENDA

- A. Bill list for day ending October 31st, 2025**
- B. Minutes for regular meeting of October 1st, 2025**

Date: 09/30/2025
Time: 3:44 pm
Page: 1

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.490	Advertising						
	TAMPA BAY TIMES	54328-091725	Ordinance No. 2025-02	0	09/17/2025	09/17/2025	54.40
							54.40
Total Dept. Town Clerk:							54.40
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	ACT: 9100 8701 8726	Aug.13, 2025 - Sep. 11, 2025	0	09/15/2025	09/15/2025	277.36
	DUKE ENERGY	ACT:9100 8957 0426	Aug. 16, 2025 - Sep. 16, 2025	0	09/18/2025	09/18/2025	27.84
							305.20
Total Dept. Department of Public Works:							305.20
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	ACT: 9100 8950 2929	Aug. 16, 2025 - Sep. 16, 2025	0	09/19/2025	09/19/2025	3,792.42
							3,792.42
Total Dept. Roads & Streets:							3,792.42
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	Fire Department	1st Quarter Allocation	0	10/01/2025	10/01/2025	8,448.50
							8,448.50
Total Dept. Libraries:							8,448.50
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	ACT: 9100 8701 8924	Aug. 13, 2025 - Sep. 11, 2025	0	09/15/2025	09/15/2025	92.41
							92.41
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	516137	Batteries, cleaning, blades	0	08/06/2025	08/06/2025	123.02
	BEACH HARDWARE	516138	Glue, Pvc Pipe, Hose, Paint	0	09/12/2025	09/12/2025	122.51
	SITE ONE LANDSCAPE SUPPLY	158519237-001	Irrigation	0	09/30/2025	09/30/2025	147.13
							392.66
101-572-572.510	Maintenance Eqp						
	DOUDNA'S SEMINOLE MOW	104106	Mower Tire	0	09/30/2025	09/30/2025	59.99
							59.99
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	50433	Shell	0	09/11/2025	09/11/2025	1,081.50
							1,081.50
101-572-572.525	Plants/Trees/Shrub						
	PALM TREES DIRECT	26422	Silver Buttons Beach Park	0	09/19/2025	09/19/2025	850.77
							850.77
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	INV14503	Rib Back	0	09/25/2025	09/25/2025	347.25
	OSBURN ASSOCIATES INC	INV14500	Sheriff Parking Sign	0	09/25/2025	09/25/2025	31.50
							378.75
Total Dept. Parks and Recreation:							2,856.08
Dept: 573 Board of Parks & Recreation							
101-573-573.480	Public Relations/						
	TIFFANY TERRACCIANO	9/30/2025	Beach Park Opening Ceremony	0	09/30/2025	09/30/2025	946.59
							946.59

Date: 09/30/2025

Time: 3:44 pm

Page: 2

Town of Redington Beach

[illegible]

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 572 Parks and Recreation							
101-572-572.341	Storm Debris Col						
	G.A. NICHOLS COMPANY	25-0532#1F	HELENE - Beach Park repairs	0	09/23/2025	09/23/2025	147,900.00
	G.A. NICHOLS COMPANY	25-0625#1F	HELENE - MOON PARK repairs	0	10/08/2025	10/08/2025	85,822.00
							233,722.00
Total Dept. Parks and Recreation:							233,722.00
Total Fund General Fund:							233,722.00
Grand Total:							233,722.00

Date: 10/09/2025

Time: 12:09 pm

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 572 Parks and Recreation							
101-572-572.341	Storm Debris Col						
	DISCOUNT FENCE	3094942000148682959	HELENE - Town Park Fence	0	10/08/2025	10/08/2025	15,125.00
							15,125.00
Total Dept. Parks and Recreation:							15,125.00
Total Fund General Fund:							15,125.00
Grand Total:							15,125.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/15/2025

Time: 1:04 pm

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.410	Telephone						
	CHARTER COMMUNICATION	167052701100725	Phone & Internet	0	10/07/2025	10/07/2025	200.00
							200.00
101-512-512.411	Internet Services						
	CHARTER COMMUNICATION	167052701100725	Phone & Internet	0	10/07/2025	10/07/2025	159.99
							159.99
101-512-512.510	Office Supplies						
	APEX OFFICE PRODUCTS	2701164-0	Paper Towels, Sponges	0	10/01/2025	10/01/2025	78.07
							78.07
101-512-512.515	Office Copier/Lease						
	KONICA MINOLTA BUSINESS	504469045	Lease & Usage	0	09/30/2025	09/30/2025	121.19
							121.19
101-512-512.520	Office Copier/Usage						
	KONICA MINOLTA BUSINESS	504469045	Lease & Usage	0	09/30/2025	09/30/2025	63.65
							63.65
101-512-512.542	Dues & Subscriptions						
	FLORIDA LEAGUE OF CITIES	425FLC2526	Annual Membership Dues	0	10/01/2025	10/01/2025	664.00
							664.00
Total Dept. Town Clerk:							1,286.90
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	TRASK, DAIGNEAULT, LLP A	6592	Litigation	0	10/01/2025	10/01/2025	9,990.00
	TRASK, DAIGNEAULT, LLP A	6593	Litigation	0	10/01/2025	10/01/2025	404.45
	TRASK, DAIGNEAULT, LLP A	6594	Litigation	0	10/01/2025	10/01/2025	112.50
							10,506.95
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	6590	General	0	10/01/2025	10/01/2025	5,760.00
	TRASK, DAIGNEAULT, LLP A	6591	Code Enforcement	0	10/01/2025	10/01/2025	1,192.50
							6,952.50
Total Dept. Legal Counsel:							17,459.45
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	1687633	Law Enfor. Servs.-Oct'25	0	09/01/2025	09/01/2025	30,137.00
							30,137.00
Total Dept. Law Enforcement:							30,137.00
Dept: 522 Fire Control							
101-522-522.340	Fire Department						
	CITY OF MADEIRA BEACH	4021	Fire&EMS Serv. QTR1-FY'26	0	10/01/2025	10/01/2025	18,089.54
							18,089.54
101-522-522.341	EMS (Seminole)						
	CITY OF SEMINOLE	26-102	Fire&EMS Ser. 10/1/25-12/31/25	0	10/01/2025	10/01/2025	18,089.54
							18,089.54
Total Dept. Fire Control:							36,179.08
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	ACT:9100 8705 5135	8/27/25 - 9/25/25	0	09/29/2025	09/29/2025	32.47

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/15/2025

Time: 1:04 pm

Page: 2

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	PINELLAS COUNTY	100108255569	8/1/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100107826749	8/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100105150155	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100105148640	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100105146822	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100200044747	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100105085992	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100105086905	08/01/25-10/01/25	0	09/30/2025	09/30/2025	17.75
	PINELLAS COUNTY	100104361021	08/01/25-10/01/25	0	10/01/2025	10/01/2025	133.03
	PINELLAS COUNTY	100105149549	08/01/25-10/01/25	0	10/01/2025	10/01/2025	209.77
	PINELLAS COUNTY	100104361728	08/01/25-10/01/25	0	10/01/2025	10/01/2025	103.32
	PINELLAS COUNTY	100103337871	08/01/25-10/01/25	0	10/02/2025	10/02/2025	30.31
	PINELLAS COUNTY	100105088824	08/01/25-10/01/25	0	10/02/2025	10/02/2025	65.78
	PINELLAS COUNTY	100121638135	08/01/25-10/01/25	0	10/03/2025	10/03/2025	65.78
	PINELLAS COUNTY	100108164128	08/01/25-10/01/25	0	10/06/2025	10/06/2025	18.50
	PINELLAS COUNTY	100200031880	08/01/25-10/01/25	0	10/06/2025	10/06/2025	65.78
							866.74
101-572-572.462	Maintenance - Gr						
	HIGHLAND PRODUCTS GRO	310043868	Beach Bike Racks	0	10/03/2025	10/03/2025	1,716.00
	MOST DEPENDABLE FOUNT	INV86279	Beach Showers	0	10/03/2025	10/03/2025	8,005.00
							9,721.00
101-572-572.510	Maintenance Equ						
	DOUDNA'S SEMINOLE MOW	104367	Mower Repair	0	10/06/2025	10/06/2025	59.99
							59.99
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	50707	Mulch	0	10/07/2025	10/07/2025	140.00
	LARSON & SON LANDSCAPE	50716	Shell & Mulch	0	10/08/2025	10/08/2025	1,934.00
	LARSON & SON LANDSCAPE	50738	Shell	0	10/10/2025	10/10/2025	99.00
	SITE ONE LANDSCAPE SUP	159556437-001	Herbicide	0	10/14/2025	10/14/2025	139.66
							2,312.66
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	#SO21901	Parking Restricted Signs	0	10/13/2025	10/13/2025	108.00
							108.00
							Total Dept. Parks and Recreation: 13,068.39
							Total Fund General Fund: 98,130.82
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.441	Utility Mailing Co:						
	PINELLAS COUNTY UTILITIE	90008296	Storm Water	0	10/08/2025	10/08/2025	60.15
							60.15
							Total Dept. Storm Water: 60.15
							Total Fund Storm Water: 60.15
							Grand Total: 98,190.97

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	PINELLAS COUNTY UTILITIE	Multiple	08/01/25-10/01/25	0	09/30/2025	09/30/2025	834.27
							834.27
Total Dept. Parks and Recreation:							834.27
Total Fund General Fund:							834.27
Grand Total:							834.27

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/28/2025

Time: 11:57 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.310	Professional Ser						
	ANDREW TESS	3928	Accounting Services 9/8/25	0	09/15/2025	09/15/2025	750.00
	ANDREW TESS	3929	Accounting Services 9/22/25	0	09/29/2025	09/29/2025	750.00
	ANDREW TESS	3930	Accounting Services 9/29/25	0	10/06/2025	10/06/2025	750.00
	ANDREW TESS	3931	Accounting Services 10/6/25	0	10/06/2025	10/06/2025	750.00
							3,000.00
101-512-512.415	Technical Assista						
	TSTCW	10/24/25	Labor & new USB-C	0	10/24/2025	10/24/2025	123.05
							123.05
101-512-512.471	Ordinance Codifi						
	CIVICPLUS LLC	344172	Codification	0	10/01/2025	10/01/2025	4,954.09
							4,954.09
101-512-512.480	Promotion/Public						
	ADRIANA NIEVES	10/27/25	Safety Day/Trunk or Treat	0	10/27/2025	10/27/2025	215.65
	SAPPHIRE SIGNS	16653	Safety Day Banner	0	10/20/2025	10/20/2025	120.00
							335.65
101-512-512.490	Advertising						
	TAMPA BAY TIMES	59642-102225	Ordinance No. 2025-03	0	10/22/2025	10/22/2025	54.40
							54.40
Total Dept. Town Clerk:							8,467.19
Dept: 513 Finance & Admin							
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV00081	10/3,10/10,10/17,10/24,10/31	0	10/24/2025	10/24/2025	350.00
							350.00
Total Dept. Finance & Admin:							350.00
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning						
	FORWARD PINELLAS	415	Planning 07/2025-09/2025	0	10/20/2025	10/20/2025	1,228.50
							1,228.50
Total Dept. Comprehensive Planning:							1,228.50
Dept: 539 Department of Public V							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	9100 8957 0426	09/17/25-10/16/25	0	10/27/2025	10/27/2025	531.34
							531.34
Total Dept. Department of Public Works:							531.34
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	9100 8950 2929	09/17/25-10/16/25	0	10/20/2025	10/20/2025	3,792.42
							3,792.42
Total Dept. Roads & Streets:							3,792.42
Dept: 572 Parks and Recreation							
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	516141	Cutting Wheel, Caution Tape...	0	09/24/2025	09/24/2025	134.28
	LARSON & SON LANDSCAPE	50867	Beach access sand	0	10/23/2025	10/23/2025	5,160.00
	LARSON & SON LANDSCAPE	50868	Beach Access sand	0	10/23/2025	10/23/2025	3,096.00
							8,390.28
101-572-572.527	Tools & Equipme						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/28/2025

Time: 11:57 am

Page: 2

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	BEACH HARDWARE	516141	Cutting Wheel, Caution Tape...	0	09/24/2025	09/24/2025	173.97
							173.97
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	15329	Parking Restricted Only Signs	0	10/27/2025	10/27/2025	108.00
							108.00
Total Dept. Parks and Recreation:							8,672.25
Total Fund General Fund:							23,041.70
Grand Total:							23,041.70

Mayor Will

Vice Mayor Thompson

Commissioner Cariello

Commissioner Kornijtschuk

Commissioner Murray

ATTEST:

Adriana Nieves, CMC

Town Clerk

MINUTES OF OCTOBER 1ST, 2025
BOARD OF COMMISSIONERS MEETING



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, October 1st, 2025
6:30 p.m.**

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, October 1st, 2025 at 6:30 pm**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida.

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

Roll Call:

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

Also in attendance: Tony Bryan, Redington Beach Building Official and Randy Spears, North Redington Beach Building Official

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

Public Forum:

Heidi Bess 16240 Gulf Blvd., opposes the entire STR ordinance. Ms. Bess also voiced her concern about the “cell tower” being constructed at Redington Reef. Ms. Bess was assured that any construction meets permitting guidelines.

James Hoffman 15910 Redington Drive, complimented the Town for the improvements to the Beach Parking lot.

6. FY24 Audit report presentation: Brad Weininger, from Clifton Larson Allen LLP thanked the Town for allowing his firm to provide audit services again. He noted the internal controls section, specifically note 2024-001. He reported that the audit found overall compliance, as detailed in the management letter submitted with the audit report. Mayor Will thanked Mr. Weininger and CLA for their hard work.

Reports:

Public Safety

- Commissioner Murray reminded all about Public Safety Day to be held on October 25th, 2025.

Building/Code

- Vice Mayor Thompson read Code Officer Fitzgerald's report on code enforcement statistics over the past month. He also reminded residents to submit addresses of short-term rental activity they observe to Officer Fitzgerald to ensure compliance with the Town's regulations. Vice Mayor Thompson also reported that Redington Shores will be terminating its Building Department services and plans to use a different organization to provide these services moving forward.

Public Works/Parks

- Commissioner Cariello reminded all about Trunk or Treat to be held on October 25th, 2025. He also reported that the event to celebrate the opening of Beach Park was well-attended but added that Public Works is looking into installing a railing at the Beach Park stairs to enhance safety.

Finance

- Commissioner Kornijtschuk was absent.

Mayor

- Mayor Will gave an update on the bill to remove Redington Beach from the PSTA tax. He mentioned that Representative Linda Chaney did not fully support the potential bill and needed to be encouraged.

Town Clerk

- Nothing to report

Town Attorney

- Nothing to report

Boards and Committees

- Nothing to report

CONSENT AGENDA

- A. Bill list for day ending September 26th, 2025
- B. Minutes for regular Commission meeting of August 6th, 2025

A motion by Commissioner Cariello to approve the consent agenda and seconded by Vice Mayor Thompson. No public comment. Motion passed unanimously.

UNFINISHED BUSINESS

- A. **Contract for Building Department services:** Representatives from Safebuilt Tom Walsh, VP of Operations and Jessica Adkins, Business Development, introduced the Commission and those present to Randy Spears, who will become the Town's new Building Official effective November 10th, 2025. The public was given the opportunity to ask questions about the contract. Mr. Greg Unger, 15829 Redington Drive asked about how private providers affect the proposed fee schedule. Mr. Walsh noted that there would be a 15% reduction in overall fee charged if a private provider was being utilized. Mr. Unger also questioned where "after-the-fact" permit fees would be directed to – the Town or Safebuilt? Commissioner Murray and Vice-Mayor Thompson supported directing all "after-the-fact" permit fees to the Town. Following this, Mr.

Walsh and Attorney Eschenfelder recommended approving the contract while continuing to refine the permit fee schedule to ensure it is agreeable to all parties.

Mr. Unger also raised several questions, specifically concerning the type of software utilized by Safebuilt and the storage location of paper documents previously submitted to the former Building Department.

No further public comment. A motion by Commissioner Cariello to approve the contract between the Town of Redington Beach and Safebuilt to provide Building Department Services and seconded by Commissioner Murray. Motion carried with a roll call vote.

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

- B. Waste Connections Contract Extension:** No Commission discussion. No public comment. A motion by Commissioner Cariello to approve the contract between the Town of Redington Beach and Waste Connections to provide Solid Waste Collection services and seconded by Commissioner Murray. Motion carried with a roll call vote.

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

- C. Final reading and adoption of Ordinance 2025-02: AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 12, ARTICLE VIII (SHORT-TERM RENTAL REGULATION) OF THE TOWN CODE TO CLARIFY CERTAIN PROVISIONS OF THE CODE FOR OWNERS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

No Commission discussion. No public comment. A motion by Commissioner Cariello to adopt Ordinance 2025-02 and seconded by Commissioner Murray. Motion carried with a roll call vote.

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

NEW BUSINESS

- A.** Parks and Recreation Board appointment: Commissioner Cariello recognized the only applicant for the vacancy, Mr. Benjamin Kirk. Mr. Kirk addressed the Commission and noted that he felt called to serve the Town after Hurricane Helene. Consensus of the Commission to appoint Mr. Ben Kirk to the Parks and Recreation Board as a full member.
- B.** Resolution 2025-05: A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY (LMS) PLAN; MAKING THE LOCAL MITIGATION STRATEGY PLAN FUNCTION AS THE TOWN OF REDINGTON BEACH'S FLOODPLAIN MANAGEMENT PLAN; AND ESTABLISHING AN EFFECTIVE DATE.
Mayor Will noted that the Town has adopted the LMS plan in the past in order to comply with Floodplain Management regulations.

No Commission discussion. No public comment. A motion by Commissioner Cariello to adopt Resolution 2025-05 and seconded by Commissioner Murray. Motion carried with a roll call vote.

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

- C.** First reading of Ordinance 2025-03: AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 6-83 AND REPEALING § 6-84 OF THE TOWN CODE RELATING TO BUILDING PERMIT FEES; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE. Attorney Eschenfelder noted that this ordinance releases setting permit fees in an ordinance and instead allows the fees to be set by resolution. This new procedure offers more flexibility should fee changes be necessary in the future.

No Commission discussion. No public comment. A motion by Commissioner Cariello to adopt Resolution 2025-05 and seconded by Commissioner Murray. Motion carried with a roll call vote.

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

- D. Resolution 2025-06: A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, ESTABLISHING A NEW BUILDING DEPARTMENT FEE SCHEDULE; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.** This resolution was deferred until the next Commission meeting on **November 5th, 2025.**

OTHER BUSINESS

Mayor Will reported that shark fishing from the beach has become a problem in neighboring beach communities. Attorney Eschenfelder provided background on Redington Shores' shark fishing issue and confirmed that the Town has the authority to ban this activity from its beaches if it chooses to do so.

Vice Mayor Thompson, Commissioner Cariello and Commissioner Thompson all support an ordinance to ban shark-fishing from the Town's beach. No public comment. Consensus of the Commission to authorize Attorney Eschenfelder to draft an ordinance to ban shark fishing from the Town's beach.

With no further business, motion to adjourn was made by Commissioner Cariello and seconded by Commissioner Murray. Regular meeting was adjourned at 7:35pm.

Approved: November 5th, 2025

Adriana Nieves, CMC, CFM
Town Clerk

Agenda Item 9A.

PROPOSED ZONING CODE UPDATE



6A. Proposed Update to the Zoning Code

This agenda item proposes recommended amendments to the Town of Redington Beach zoning code (Appendix A in the Code of Ordinances) to address a number of issues that have been identified in the past three years. The Town Planner has worked with the Planning Board to draft a package of proposed amendments, and will present them to the Commission for discussion at the November 5 meeting.

A. General Recommendations – The following do not create substantive changes to the zoning code, but reorganize and update the code to make it easier to use:

1. Ensure consistency between the zoning code and comprehensive plan
2. Adopt an official zoning map and make it part of the land development code by reference
3. Rename the zoning districts and consolidate duplicates
4. Ensure that permitted uses have consistent terminology and definitions
5. Make zoning standards more complete, readable and free of outdated language

B. Additional Recommendations – The following are specific changes proposed by the Planning Board and/or Building Official:

1. Allow staircases for elevated structures to encroach into setbacks by 4.5 feet. The Town Board of Adjustment has approved a number of variances allowing this encroachment, but the proposed amendments would allow it by right if appropriate criteria are met.
2. Allow eaves to encroach into front and rear setbacks by 2.5 feet. The current code allows this encroachment for side setbacks only.
3. Delete the current requirement that new buildings must be masonry only, which was based on an outdated provision that has been superseded by the Florida Building Code.

C. Next Steps – Before the zoning code update can be adopted, the Town must complete a number of steps:

1. Planning Board/Local Planning Agency public hearing
2. Resolution by the Town Commission to place the item on the March 10, 2026 ballot
3. Mailed notice to residents
4. Local referendum
5. Two public hearings of the Town Commission

D. Action Needed – The Commission is requested to provide any input and direction to the Town Planner on proceeding with the next steps.

E. Attachments:

1. Draft Appendix A – Markup Version
2. Draft Appendix A – Clean Version
3. Draft Zoning Map

Draft Appendix A – Markup Version

Key: ~~Red strikethrough~~ = deletions from current code
Blue underline = additions to current code
[Yellow highlight] = explanatory comments

APPENDIX A - ZONING

Sec. 1. ~~{Purpose of regulations.}~~

For the purpose of promoting the health, safety, and general welfare; to secure safety from fire, panic or other dangers; to provide adequate light and air; to prevent the overcrowding of land, and avoidance of undue concentration of population in the Town of Redington Beach, the corporate limits and areas of the Town of Redington Beach are hereby divided into zoning districts, and with regulations and restrictions for each of such districts as hereinafter set forth.

All land use and land development shall be in accordance with the town's comprehensive plan and these regulations. Where these regulations differ from the town's comprehensive plan the more restrictive of the two (2) shall be applied~~s~~.

(Ord. No. 92-08, § 2, 9-15-92)

Sec. 2. ~~{Zoning districts.}~~

(a) Establishment of zoning districts. ~~For the purpose of this ordinance, t~~The Town of Redington Beach ~~be and the same~~ is hereby divided into ~~three (3)~~ six (6) zoning districts, ~~each embracing the territory as follows, to wit~~known and designated as follows:

<u>Zoning District</u>	<u>Symbol</u>
<u>Multifamily</u>	<u>MF</u>
<u>Mixed Use 1</u>	<u>MU-1</u>
<u>Mixed Use 2</u>	<u>MU-2</u>
<u>Recreation/Open Space</u>	<u>R/OS</u>
<u>Public/Semi-Public</u>	<u>P/SP</u>
<u>Single-Family</u>	<u>SF</u>

(b) Establishment of zoning map. The locations and boundaries of the enumerated zoning districts are established as shown on the adopted Zoning Map of the Town of Redington Beach. The zoning map is hereby made a part of this Appendix A, Section 2. The zoning map shall be identified by the signature of the mayor, attested by the town clerk and bear the seal of the town. The official zoning map shall be maintained on display in the Town Hall.

Except where referenced on the zoning map to a street boundary line or other designated line by dimensions shown on such map, the zoning district boundary lines are intended to follow property lines or the center line of street or alleys or rights-of-way as they existed at the time of the adoption of the map or any amendments of the same.

(c) Correlation of zoning districts and future land use plan categories. The table below shows the correlation between the town's zoning districts and future land use plan categories, as established in the town's comprehensive plan. Maximum densities, intensities, and permitted uses of land parcels within each zoning district are governed by the underlying future land use category, unless further restricted by these land development regulations.

<u>Future Land Use Category</u>	<u>MF</u>	<u>MU-1</u>	<u>MU-2</u>	<u>R/OS</u>	<u>P/SP</u>	<u>SF</u>
<u>Residential Urban</u>						<u>X</u>
<u>Residential Medium</u>	<u>X</u>			<u>X</u>		<u>X</u>
<u>Residential/Office/Retail</u>		<u>X</u>	<u>X</u>			
<u>Institutional</u>					<u>X</u>	<u>X</u>
<u>Recreation/Open Space</u>				<u>X</u>		<u>X</u>
<u>Preservation</u>						<u>X</u>

~~District No. 1~~

~~Lots 1 to 11, both inclusive, of Block 24, Lots 1 to 9, both inclusive, and Lots 12 to 21, both inclusive, of Block 18, all in Third Addition to Redington Beach Homes; and Lots 1 and 2 and Lots 5 to 11, both inclusive, C. E. Redington Replat; and also unplatted lot or tract of land lying between Lot 21 of Block 18 of Redington Beach Homes aforesaid and Gulf Boulevard.~~

~~District No. 2~~

~~That portion of the territory within the corporate limits not included in District No. 1, and lying north of the center line of 157th Avenue, and along such center line as extended to the town limits in the waters of Boca Ciega Bay and the Gulf of Mexico.~~

~~District No. 3~~

~~That portion of the territory within the corporate limits lying south of the center line of 157th Avenue, and along such center line as extended to the town limits in the waters of Boca Ciega Bay and the Gulf of Mexico.~~

~~Sec. 3. Permitted buildings and uses.~~

~~District No. 1 is hereby zoned for the construction of buildings and use thereof as follows:~~

~~(1a) — Lots 1 to 11, Block 24, Third Addition to Redington Beach Homes are hereby zoned for the construction of buildings and the use thereof for the conduct of apartment, hotel or club business [Note: Hotels and club businesses are not permitted by the corresponding Residential Medium future land use category, making these permitted uses obsolete.], excepting as such construction or use may hereinafter be limited or restricted; in the construction of such apartment, hotel or club building, provision may be made for, and there may be operated and conducted, with necessary kitchen~~

~~or kitchens, such dining room or other eating, cocktail lounge or bar, and/or other customary club facilities, adequate for the accommodation of the occupants of the apartment building or buildings, if more than one building is included under a single operation, the guests of the hotel and/or the members of the club, as the case may be. The permissive zoning contained in the above portions of this subsection is subject to the ordinances of the Town of Redington Beach now or which may hereafter be in force and effect relative to any or all such facilities.~~

- ~~(1b) — Lots 1 to 6, both inclusive, and 15 to 21, both inclusive, of Block 18, Third Addition to Redington Beach Homes and unplatted lot or tract of land lying between Lot 21 of Block 18, of Redington Beach Homes and Gulf Boulevard, are hereby zoned for the construction of multiple family dwellings or apartments; and provided, that i~~

Sec. 3. District regulations.

(a) Multifamily (MF)

- (1) Purpose and Intent. The MF zoning district is hereby zoned for development with single-family and multifamily dwellings.

(2) Permitted uses.

A. Principal structures include single-family and multifamily dwellings. In addition, a real estate brokerage and properly allied lines of business may be conducted in building located on the tract at the northeast corner of 163rd Avenue and Gulf Boulevard, as such building is now constructed, this latter exception being made for the reason that such property was and is lacking in conformance with the zoning provisions hereof at the time of the introduction and passage of this ordinance.

B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

- (3) Maximum development potential. The MF zoning district may be located in the Residential Medium future land use category. The uses and development potential of a parcel of land within the MF district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.

A. The maximum residential density is fifteen (15) dwelling units per net land acre.

B. The maximum impervious surface ratio is 0.65.

- (4) Other standards. In the event any ~~apartment house or building~~ extends beyond the rear line of any particular lot ~~and is, that is to say, may be~~ constructed upon two (2) lots backing up to each other, such building shall be architecturally provided with a double front, one of which fronts shall face upon each of the streets which the two (2)

lots respectively face upon, in such manner as to eliminate any ~~back-rear~~ yard area facing upon a street. ~~excepting, however, that a real estate brokerage and properly allied lines of business may be conducted in building located on [the] tract at the northeast corner of 163rd Avenue and Gulf Boulevard, as such building is now constructed, this latter exception being made for the reason that such property was and is lacking in conformance with the zoning provisions hereof at the time of the introduction and passage of this ordinance.~~

~~(1c) Lots 9, 10 and 11 of C. E. Redington Replat, be and the same are hereby 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, industrial, or medical marijuana facilities; excepting, however, the handling or sale of beer, wine or other intoxicating beverages wholesale or retail, for consumption on or off the premises, such sale of beer, wine or intoxicating beverages being hereby strictly prohibited.~~

(b) Mixed Use 1 (MU-1)

(1) Purpose and Intent. The MU-1 zoning district is hereby zoned for development with single-family and multifamily dwellings, and business uses.

(2) Permitted uses.

A. Principal structures include single-family dwellings, multifamily dwellings, community commercial, and offices, or other businesses excluding manufacturing, industrial, medical marijuana facilities, or the handling or sale of beer, wine or other intoxicating beverages.

B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) Maximum development potential. The MU-1 zoning district may be located in the Residential/Office/Retail future land use category. The uses and development potential of a parcel of land within the MU-1 district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.

A. The maximum residential density is fifteen (15) dwelling units per net land acre.

B. The maximum impervious surface ratio for residential uses is 0.65.

C. The maximum impervious surface ratio for nonresidential uses is 0.85.

D. The maximum floor area ratio for nonresidential uses is 0.40.

E. Mixed residential and nonresidential uses shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the land area of the property.

~~(1d) Lots 7 and 8 of C. E. Redington Replat are hereby zoned for the construction of buildings and use thereof for public or municipal purposes, multiple dwellings, public storage garage or garages, together with sale of such articles or items of merchandise and the performance of such services as are normally incident to the operation and conduct of a storage garage for the uses, services and incidental repair of motor vehicles.~~

(c) Mixed Use 2 (MU-2)

(1) Purpose and Intent. The MU-2 zoning district is hereby zoned for development with public/semi-public institutional uses, single-family and multifamily dwellings.

(2) Permitted uses.

A. Principal structures include single-family dwellings, multifamily dwellings, and uses related to public/semi-public institutional uses, including public storage garages.

B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) Maximum development potential. The MU-2 zoning district may be located in the Residential/Office/Retail future land use category. The uses and development potential of a parcel of land within the MU-2 district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.

A. The maximum residential density is fifteen (15) dwelling units per net land acre.

B. The maximum impervious surface ratio for residential uses is 0.65.

C. The maximum impervious surface ratio for nonresidential uses is 0.85.

D. The maximum floor area ratio for nonresidential uses is 0.40.

E. Mixed residential and nonresidential uses shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the land area of the property.

~~(1e) Provided, however, that nothing hereinabove contained shall be taken, construed or interpreted as prohibiting the construction of single-family dwellings in said District No. 1.~~

~~(1f) Lots 7, 8, 9, 12, 13, and 14, Block 18, Third Addition to Redington Beach Homes and Lots 1, 2, 5 and 6, C. E. Redington Replat are hereby zoned for recreation/open space.~~

(d) Recreation/Open Space (R/OS)

(1) Purpose and Intent. The R/OS zoning district is hereby zoned for use as open space or recreational uses, whether public or private.

(2) Permitted uses.

- A. Principal uses include public or private open space, public or private parks, public recreation facilities, or public beach or water access.
- B. Special exception uses include wireless communications towers subject to the provisions of Chapter 6, Article IX, Division 2 of the Town of Redington Beach Code of Ordinances.

(3) Maximum development potential. The R/OS zoning district may be located in more than one future land use category. The uses and development potential of a parcel of land within the R/OS district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive. Intensity standards for the future land use categories that apply to the R/OS zoning district are as follows:

<u>Future Land Use Category</u>	<u>Impervious Surface Ratio</u>	<u>Floor Area Ratio</u>
<u>Recreation/Open Space</u>	<u>0.60</u>	<u>0.25</u>
<u>Residential Medium</u>	<u>0.65</u>	<u>No applicable standard</u>

~~(1g) Lots 3 and 4, C.E. Redington Replat are hereby zoned as public/semi-public.~~

- ~~(A) Public/semi-public, ancillary nonresidential uses: Shall not exceed a maximum area of three (3) acres. Such use or contiguous like uses in excess of this threshold shall require an appropriate future land use plan amendment and corresponding zoning map amendment.~~
- ~~(B) No commercial or nonresidential use shall exceed a floor area ratio (FAR) of forty (40) percent nor an impervious surface ratio (ISR) of seventy (70) percent.~~
- ~~(C) The permitted uses, densities, and intensity standards in this district shall be limited by the parcel's designation on the future land use map.~~
- ~~(D) Transient accommodation uses are limited to fifteen (15) units per acre. Should the use be residential urban it is limited to seven and one-half (7.5) units per acre. [Note: Transient accommodations are not permitted by the corresponding Institutional future land use category, making this permitted use obsolete.]~~

~~(1h) All uses must be a permitted use within the future land use designation as shown on the town's future land use plan map.~~

(e) Public/Semi-Public (P/SP)

(1) Purpose and Intent. The P/SP zoning district is hereby zoned for public or semi-public institutional uses.

(2) Permitted uses.

- A. Principal structures include public or semi-public institutional facilities such as public buildings, schools, churches, social service agencies, municipal office buildings, public safety facilities, other community service facilities, ancillary nonresidential uses, and single-family dwellings.
- B. Special exception uses include wireless communications towers subject to the provisions of Chapter 6, Article IX, Division 2 of the Town of Redington Beach Code of Ordinances.
- C. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) Maximum development potential. The P/SP zoning district may be located in the Institutional future land use category. The uses and development potential of a parcel of land within the P/SP district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive. The applicable density/intensity standards are as follows:

- A. Public/semi-public or ancillary nonresidential uses: Shall not exceed a maximum area of three (3) acres. Such use or contiguous like uses in excess of this threshold shall require an appropriate future land use plan amendment and corresponding zoning map amendment.
- B. The maximum impervious surface ratio for nonresidential uses is 0.70.
- C. The maximum floor area ratio for nonresidential uses is 0.40.

~~[District No. 2 is hereby zoned for the construction of buildings and use thereof as follows:]~~

~~(2a) District No. 2 is hereby zoned for the construction of single-family dwelling houses and the use of such dwelling houses for single-family residential purposes.~~

~~(2b) District 2. Other standards.~~

~~(2c) All uses must be a permitted use within the future land use designation as shown on the town's future land use plan map.~~

~~[District No. 3 is hereby zoned for the construction of buildings and use thereof as follows:]~~

~~(3a) District 3 is hereby zoned for the construction of single-family dwelling houses subject to general zoning regulations and restrictions set forth in Section 5, and use of such dwelling houses for single-family residential purposes, saving and excepting only Lot 9, Block 6 of First Addition to Lone Palm Beach Subdivision which is hereby zoned for use as a real estate brokerage office and office for rental and operation of rental cottages or units, in building or buildings as now constructed only, for the reasons that said lot was at the time of the original passage of Ordinance No. 11, and at all~~

~~times since, been actually used for a use nonconforming with single-family residence only.~~ [Note: Per the Pinellas County Property Appraiser's Office, the "real estate brokerage" parcel has been vacant since at least 1997, making this provision obsolete.]

~~(3b) District 3. Other standards.~~

~~(3c) All uses must be a permitted use within the future land use designation as shown on the town's future land use plan map.~~

(f) Single-Family (SF)

(1) Purpose and Intent. The SF zoning district is hereby zoned for the construction of single-family dwellings, and the use of such structures for single-family residential purposes.

(2) Permitted uses.

A. Principal structures include single-family dwellings subject to general zoning regulations and restrictions set forth in Section 5 of this Appendix A.

B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) Maximum development potential. The SF zoning district may be located in more than one future land use category. The uses and development potential of a parcel of land within the SF district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive. Density and intensity standards for the future land use categories that apply to the SF zoning district are as follows:

<u>Future Land Use Category</u>	<u>Residential Density (dwelling units per net land acre)</u>	<u>Impervious Surface Ratio</u>	<u>Floor Area Ratio</u>
<u>Residential Urban</u>	<u>7.5</u>	<u>0.65</u>	<u>No applicable standard</u>
<u>Residential Medium</u>	<u>15</u>	<u>0.65</u>	<u>No applicable standard</u>
<u>Institutional</u>	<u>No applicable standard</u>	<u>0.85</u>	<u>0.65</u>
<u>Recreation/Open Space</u>	<u>No applicable standard</u>	<u>0.60</u>	<u>0.25</u>
<u>Preservation</u>	<u>No applicable standard</u>	<u>0.20</u>	<u>0.10</u>

(Res. of 10-4-66; Ord. No. 85-18, § 1, 10-15-85; Ord. No. 90-7, § 1, 7-3-90; Ord. No. 91-20, §§ I, II, 12-17-91; Ord. No. 92-08, §§ 3, 4, 9-15-92; Ord. No. 2016-07, § 2, 8-3-16; Ord. No. 2018-07, § 2, 8-13-18)

Sec. 4. Density.

No zoning district within the Town of Redington Beach, Florida, shall have a maximum density standard that exceeds fifteen (15) units per acre; and the board of adjustment and the board of commissioners shall allow no exception or variance whatsoever from this section.

(Ord. No. 89-6, § 1, 10-17-89) [Moved here for thematic consistency with previous section.]

Sec. 4. Construction material.

~~Districts Nos. 1, 2 and 3 are hereby zoned for the construction of buildings of masonry construction only as defined in the building code of the Town of Redington Beach and any amendments thereto; provided, however, that alterations or additions, otherwise conforming to this and other ordinances of the Town of Redington Beach, may be made to any building now existent of the same structural material as that used in the original construction of such building.~~ [Building official requested removal of outdated provisions.]

~~(Ord. No. 53A, 4-7-59; Ord. No. 90-20, §§ 1—3, 8-21-90; Ord. No. 2021-11, § 2, 8-18-21)~~

Sec. 5. [Building regulations.]

~~(a) With the exception of apartments, hotels or business buildings to be constructed in appropriate areas zoned therefor, no building shall be erected in the Town of Redington Beach other than a single-family dwelling house and no such single-family house shall be constructed in the Town of Redington Beach in which the area including the outside walls of the building exclusive of open or screened breezeways, porches or garage space is less than one thousand (1,000) square feet, except residences on Bay Front and Gulf Boulevard front lots whose area as above described shall not be less than thirteen hundred (1,300) square feet. All single-family houses within the Town of Redington Beach shall have a rear yard for inside lots of fifteen (15) feet minimum.~~

~~No building shall be erected in the Town of Redington Beach for use as or converted to a condominium or apartment building in which the area of each living unit, exclusive of open or screened breezeways, porches or balconies, is less than eight hundred (800) square feet for one bedroom units, nine hundred fifty (950) square feet for two (2) bedroom units and twelve hundred (1,200) square feet for three (3) bedroom units.~~

~~(b) No building, nor any portion thereof, including porches, balconies, cornices or other permanently fixed decorations, shall approach nearer than twenty (20) feet to the line of roadway or street abutting the building lot, excepting on Gulf Boulevard, where such building line is hereby fixed at fifty three (53) feet from the center of State Road No. 699 as now actually constructed; and for those lots lying between Gulf Boulevard and the Gulf~~

~~of Mexico the building line on the Gulf side is hereby fixed at one hundred seventy-three (173) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed; excepting however, on Lots 1 to 6, inclusive, Block 1, Redington Beach Homes, where such Gulf side building line is hereby fixed at one hundred eighty-three (183) feet from center of State Road No. 699 (or Gulf Boulevard), as now actually constructed; provided this Gulf front building line shall not apply to Block 24 of Third Addition to Redington Beach Homes; and further for these lots bordering on Boca Ciega Bay the building line on the Bay side is hereby fixed at twenty-five (25) feet from the bay-front property line, the mean high tide mark or center of seawall cap; if the seawall extends into Boca Ciega Bay beyond the property line and is contiguous with the land and bounded by the side property lines. No building, nor any part thereof, as above set forth (excepting eaves which may approach two and one-half (2½) feet nearer shall approach nearer than seven and one-half (7½) feet to the side line of, or nearer than fifteen (15) feet to the rear line of, the lot upon which the same is constructed; provided, however, that in case of corner lots in effect facing upon two (2) streets, the shorter dimension of such lot may be treated as the front, and the longer may be treated as the side line and, in such event, the side line restriction is hereby fixed at ten (10) feet instead of seven and one-half (7½) feet, as above set forth; and provided further, that in case of corner lots abutting a lot on the rear of any such corner lot, which abutting lot faces or fronts on a street other than the street upon which such corner lot fronts, as the front is above defined, then the side line restriction on such corner lot is hereby fixed at fifteen (15) feet; and provided further, that the above requirement as to distance from side or rear line of lots shall not apply to business buildings constructed within the areas designated therefore, and provided further, that in the case of apartments and/or hotels constructed in areas other than that designated for business, the following lot line regulation shall apply, to wit: That in the event of a one-story or more apartment or hotel, the construction of any part thereof shall not approach nearer than ten (10) feet to the side line of the lot or lots upon which the same is constructed, excepting eaves which may approach two and one-half (2½) feet nearer to side lines.~~

~~Editor's note(s)—Upon the instruction of the town, in subsection 5(b), the term "five (5) feet," as pertaining to required distance from the rear lot line, has been changed to "fifteen (15) feet" even though Ord. No. 85-14, adopted Oct. 15, 1985, and passed at referendum Nov. 5, 1985, did not specifically amend § 5(b).~~

- ~~(c) No structure in a single-family dwelling zone, having a flat or "built-up" roof, shall at its highest point exceed thirty (30) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"); and no such structure having a hip, gable or gambrel roof or other type roof with a ridge line shall exceed thirty (30) feet to the median height of such roof above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"). Furthermore, a preconstruction elevation plan drawn by registered or licensed architects or engineers must be executed prior to issuance of a permit to build.~~

- ~~(d) No structure in apartment, hotel, multiple-family dwelling or commercial area zones shall, at its highest point, exceed fifty (50) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"). Furthermore, a preconstruction elevation plan drawn by registered or licensed architects or engineers must be executed prior to issuance of a permit to build.~~

[The following is a reorganization and clarification of the original Section 5 above.]

Sec. 5. Building regulations.

(a) Building Size

(1) Minimum floor area.

- A. For lots fronting the Gulf of America or Boca Ciega Bay, the minimum floor area of a single-family dwelling shall be thirteen hundred (1,300) square feet, including the outside walls of the building, but not including open or screened breezeways, porches or garage space.
- B. For all other lots, the minimum floor area of a single-family dwelling shall be one thousand (1,000) square feet, including the outside walls of the building, but not including open or screened breezeways, porches or garage space.
- C. For multifamily dwellings, the minimum size of each living unit shall be eight hundred (800) square feet for one (1) bedroom units, nine hundred fifty (950) square feet for two (2) bedroom units, and twelve hundred (1,200) square feet for three (3) bedroom units, including the outside walls of the building, but not including any open or screened breezeways, porches or balconies.

(2) Maximum height.

- A. The maximum height for a single-family dwelling with a flat or built-up roof shall be thirty (30) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"), measured at the highest point of the roof.
- B. The maximum height for a single-family dwelling with a hip, gable or gambrel roof, or other type roof with a ridge line, shall be thirty (30) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"), measured by the median height of the roof, as set forth in section 6-58 of the Town of Redington Beach Code of Ordinances.
- C. The maximum height for a principal structure other than a single-family dwelling shall be fifty (50) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM").

- D. For all structures, a preconstruction elevation plan drawn by registered or licensed architects or engineers must be executed prior to issuance of a permit to build.

(b) Setbacks

Except as specified in subsections (1) through (5) below, no building, nor any portion thereof, including porches, balconies, cornices or other permanently fixed decorations, shall be constructed within an established front, side, or rear setback.

- (1) Front setback. Front setbacks apply to all buildings constructed within the town, and shall be relative to the front property line of the subject parcel as defined in Section 10 of this Appendix A.

A. For lots bordering Gulf Boulevard, the front setback line shall be located fifty-three (53) feet from the center of State Road No. 699, as now actually constructed.

B. For all other lots, the front setback line shall be located twenty (20) feet from the property line abutting the building lot.

C. On a corner lot facing upon two (2) streets, the provisions of subsection (b)(2) apply.

- (2) Front setbacks on corner lots. For any building constructed on a corner lot facing upon two (2) streets, the following provisions shall apply:

A. The shorter of the two street-facing property lines shall be the primary front property line, and shall be subject to the provisions of subsection (b)(1) above.

B. The longer of the two street-facing property lines shall be the secondary front property line. The secondary front setback shall be located ten (10) feet from the property line.

C. Side and rear setbacks on corner lots are subject to the provisions of subsections (b)(3) and (b)(4) below, respectively.

- (3) Side setback. Side setbacks apply to all buildings other than commercial or office constructed within the town, and shall be relative to the side property line of the subject parcel as defined in Section 10 of this Appendix A.

A. For a multifamily dwelling, the side setback line shall be located ten (10) feet from the side property line.

B. For all other applicable buildings, the side setback line shall be located seven and one-half (7½) feet from the side property line.

(4) *Rear setback.* Rear setbacks apply to all buildings other than commercial or office constructed within the town, and unless otherwise specified, shall be relative to the rear property line of the subject parcel as defined in Section 10 of this Appendix A.

A. For Lots 1 through 6 of Block 1 of the Redington Beach Homes Subdivision, the rear setback line facing the Gulf of America shall be located one hundred eighty-three (183) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.

[A section pertaining to Block 24 of the Third Addition to Redington Beach Homes Subdivision was deleted, since it has been replatted and no longer exists.]

B. For lots lying between Gulf Boulevard and the Gulf of America other than those specified in subsection A above, the setback line on the side of the property facing the Gulf shall be located one hundred seventy-three (173) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.

C. For all lots fronting on Gulf Boulevard other than those specified in subsections A and B above, the rear setback line shall be located fifty-three (53) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.

D. For lots bordering on Boca Ciega Bay, the setback line on the side of the property facing the Bay shall be located twenty-five (25) feet from the Bay-fronting property line, the mean high tide mark, or the center of seawall cap, whichever is more restrictive.

E. For all lots other than those specified in subsections A through D above, the rear setback line shall be located fifteen (15) feet from the rear property line.

(5) *Exceptions to required setbacks.* An encroachment to the setbacks provided in subsections (1) through (4) above are permitted for the following: [New section.]

A. Eaves may encroach an additional two and one half (2½) feet into the otherwise applicable setbacks. [Moved from side setbacks, now applies to all setbacks.]

B. When existing structures are elevated to meet the floodplain elevation requirements of the Florida Building Code and Chapter 10 of this Code, required stairs may encroach four and a half (4.5) feet into any required setback. The encroachment must be designed to be the minimum necessary to allow access to the building, including meter access where required. [New provision.]

(Ord. No. 69, 6-4-57; Ord. No. 84-4, 7-17-84; Ord. No. 85-14, § 1, 10-15-85; Ord. No. 85-17, §§ 1, 2, 10-15-85; Ord. No. 88-5, § 1, 8-16-88; Ord. No. 98-04, §§ 1, 2, 5-19-98; Ord. No. 08-08, § 1, 8-5-08)

[The following deleted sections are obsolete or addressed elsewhere.]

~~Sec. 6. Reserved.~~

~~Editor's note(s)—Ord. No. 97-02, § 1, adopted Nov. 18, 1997, deleted § 6 in its entirety. Formerly, such section pertained to board of adjustment and derived from Ord. No. 89-05, § 1, 10-17-89.~~

~~Sec. 7. [Adoption of state law.]~~

~~The board of commissioners specifically adopts for the Town of Redington Beach Sections 176.22 and 176.23, Florida Statutes of 1941.~~

~~State law reference(s)—For provisions which were once contained in §§ 176.22 and 176.23, see now F.S. § 163.3161 et seq.~~

~~Sec. 8. [Penalty.]~~

~~Any person violating any of the provisions of this ordinance shall be punished by a fine not exceeding two hundred and fifty dollars (\$250.00), per day per violation or not exceeding five hundred dollars (\$500.00), per day per repeat violation.~~

~~(Ord. No. 11-03, § 1, 5-17-11)~~

~~Sec. 9. [Repeal.]~~

~~From the effective date of this ordinance all previous ordinances and parts or amendments of ordinances relative to zoning, to wit: 2, 4, 10, 11, 15, 17, 19, 21, 22, 27, 33, 37, 40, 45 and 52 shall be and the same are hereby repealed.~~

~~Sec. 10. [Constitutionality.]~~

~~Should any section or provision of this ordinance be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the balance of this ordinance.~~

~~Sec. 11. [Wing walls and screening walls.]~~

Sec. 6. Wing walls and screening walls.

No single-family dwelling house within the Town of Redington Beach, ~~as provided and set out in Section 5(a) above,~~ shall have a wing wall or screening wall (as distinguished from fences as regulated in ~~Ordinance No. 57 Chapter 6, Article X~~), except in side yards as defined ~~herein in Section 10 of this Appendix A,~~ and subject to the following regulations:

- ~~[1] The term "wing wall," for the purpose of this ordinance, shall indicate a wall or enclosure built at a right angle with the residence wall or side line of the lot.~~ [Moved to Definitions section.]

(a) Wing wall standards. A wing wall shall have a maximum height above grade, as established by the building ~~inspector~~ official, of six (6) feet, and shall have an opening three (3) feet wide and the entire height of wall at any location in the length of the wall, and the opening may have a gate or door closure. Not more than one wing wall shall be built in each of the two (2) side yards.

~~[2] The term "screening wall," for the purpose of this ordinance, shall indicate a wall or enclosure located parallel to the side lot line or side wall of the residence.~~ **[Moved to Definitions section.]**

(b) Screening wall standards. A screening wall shall have a six-foot maximum height above grade and a maximum length of twelve (12) feet. A screening wall may be built in either of the side yards of a ~~residence~~ dwelling but not in both.

~~[3] A "side yard," for the purposes of this ordinance, shall indicate the area on each side of a residence between residences and side lot line, and between front setback line (normally twenty (20) feet from the street) and rear setback line, which is normally twenty five (25) feet for waterfront lots and from fifteen (15) to twenty (20) feet for other lots.~~ **[Moved to Definitions section.]**

~~[4]~~

(c) Wing and screening wall material. Wing walls or screening walls may be of masonry, wood, metal or other suitable material, and shall be supported and anchored to resist overturning due to wind pressure.

(Ord. No. 53A, 4-7-59)

Cross reference(s)—Fences, walls and hedges, § 6-281 et seq.

Sec. 7. Lot/parcel standards.

(a) Newly created lots, generally. A newly created lot and/or parcel shall have a minimum size of 5,808 square feet, and each such lot and/or parcel shall have direct access to and abut a public roadway.

(b) Newly created residential lots. For newly created lots in residential districts, street frontage shall be a minimum of 60 feet.

(c) Existing platted lots. No platted lot shall be reduced in size from that currently platted. This shall not limit the right to rebuild on existing platted lots.

[Moved from Definitions section.]

Sec. 128. Off-street parking and loading.

(a) ~~{General provisions.}~~ ~~For the purpose of this section, the term "An~~ off-street parking space" shall consist of a minimum net area of two hundred (200) square feet with minimum dimensions of ten (10) feet by twenty (20) feet for the parking of an automobile,

exclusive of access drives or aisles which should be a minimum of twenty (20) feet wide. The minimum width of a driveway to a parking area shall be ten (10) feet. These provisions notwithstanding, whenever the plans for a parking area are prepared to allow parallel or angle parking, such plans shall be submitted to the building ~~inspector~~ official. A variance from the strict provisions aforesaid may be granted if the building ~~inspector~~ official finds that such plans have been so engineered as to provide adequate space for each car intended to be parked on the property, that access and maneuvering space is, in fact, reasonable and adequate for the purpose intended, and that easements and fire lanes are not encroached upon.

~~(b) [Number of spaces.] There shall be provided at the time of erection of any main structure, or at the time any main structure is enlarged or increased in capacity by adding dwelling units, guest rooms, floor area or seats, minimum off-street automobile parking spaces with adequate provisions for ingress and egress by automobiles of standard size as follows:~~

(b) Number of parking spaces required. Parking requirements shall be met at the time any building or structure is erected, enlarged or increased in density or intensity, or a change of use results in an increase in the minimum number of parking spaces required. Minimum off-street automobile parking space, with adequate provisions for ingress and egress by automobiles of standard size, shall be provided as follows:

(1) Dwelling Structure for Permanent Occupants:

Dwelling Units	Parking Space Required per Unit
1 - 19	2
20 - 49	1.8
50 - 99	1.7
100 - 149	1.6
150 or more	1.5

plus two (2) spaces for the resident owner or manager, plus one additional space for each employee other than the manager and his family members.

~~(2) General Business or Commercial Establishments~~ Community Commercial Use (excluding restaurants): One space for each two hundred (200) square feet, or fraction thereof, of floor space in sales area.

~~(3) Apartment Hotel, Apartment Motel, Hotel or Motel: One and one-fourth (1¼) spaces for each dwelling unit, plus two (2) additional spaces for the resident owner or manager, plus one additional space for each employee other than the manager and his family members.~~ [Transient accommodations are not permitted, making this section obsolete.]

(43) Office Building: One space for each two hundred (200) square feet, or fraction thereof, of floor area used for office purposes.

~~(5) Private Club or Lodge: One space for each sixty (60) square feet of floor area.~~ [Private clubs are not permitted, making this section obsolete.]

~~(64)~~ Restaurant: One space for each sixty (60) square feet of floor space in dining area.

~~(75)~~ Where the application of the ordinance formulas results in a total number of spaces plus a fraction, the fraction shall require one additional space.

(c) *Location.* Parking spaces for all dwellings shall be located not more than three hundred (300) feet distant as measured along the nearest pedestrian walkway.

(d) *Off-street loading.* Commercial operations shall provide sufficient space so as not to hinder the free movement of vehicles and pedestrians over a sidewalk, right-of-way, alley easement or fire lane during loading and off-loading operations.

(Ord. No. 85-15, § 1, 10-15-85; Ord. No. 90-2, § 4, 7-3-90)

~~Editor's note(s)—Ordinance No. 85-15, adopted Oct. 15, 1985, and passed at referendum Nov. 5, 1985, amended Ord. No. 53, app. A, but did not specify the exact manner of inclusion therein. At the editor's discretion, § 1 of Ord. No. 85-15 has been codified as § 12 of app. A.~~ [Obsolete language.]

Cross reference(s)—Parking generally, § 21-31 et seq.

~~Sec. 13. Density.~~

~~No property within the Town of Redington Beach, Florida, shall have a density which exceeds fifteen (15) units per acre; and the board of adjustment and the board of commissioners shall allow no exception or variance whatsoever from this section.~~

~~(Ord. No. 89-6, § 1, 10-17-89)~~ [Moved to Section 4.]

~~Sec. 149. Buffers.~~

(a) *Purpose and intent.* The purpose and intent of this section is to reduce the impacts of a use of land on adjacent uses which are of a significantly different character.

(b) *Buffers required.* A buffer consists of a horizontal distance from a property line which may only be occupied by drainage areas, utilities and landscaping materials. Any required setback is a part of the total required buffer. The required buffering distance between land uses on adjoining lots is set forth in the buffer matrix. Mechanical/air conditioning equipment, outdoor storage areas and parking areas shall not be located within the required buffers.

Compliance with this section is required in all cases of new construction, change of use or expansion of use or structure.

Buffer Matrix

Proposed Use	Abutting Use		
	Dwelling, single- or two-family <u>Single-family dwelling or duplex</u>	Dwelling, multiple-family <u>Multifamily dwelling with three or more units</u>	<u>Nonresidential use</u>
Dwelling, single- or two-family <u>Single-family dwelling or duplex</u>	0	0	0
Dwelling, multiple-family <u>Multifamily dwelling with three or more units</u>	5	0	15
<u>Nonresidential use</u>	15	10	0

(Ord. No. 90-2, § 1, 7-3-90)

Cross reference(s)—Fences, walls and hedges, § 6-281.

Sec. 1510. Definitions. [Added and updated for consistency with comprehensive plan and Countywide Plan, and internal consistency.]

For purposes of this ordinance, the following terms shall have the meaning given in this section:

Accessory structure. A structure that is clearly subordinate or incidental to, but customarily related to, a principal structure located on the same parcel.

Ancillary nonresidential. Off-street parking ~~drainage retention areas and open space buffer areas and trash receptacle areas~~ for adjacent, contiguous, nonresidential use.

Community commercial. Commercial establishments that generally serve the day-to-day ~~commercial and personal service~~ needs of the community, including restaurants, convenience goods and services, and personal and professional services. ~~Specific examples may include, but are~~ not limited to, tobacco shops, retail clothing store, newsstands, bakeries, delicatessens, meat and seafood markets, produce markets, barber and beauty shops, seamstress shops, shoe repair and shining shops, dry cleaning and laundry pickup facilities. A community commercial use shall not include a medical marijuana dispensing facility or other medical marijuana facility as defined within this section.

Density. The measure of permitted residential development expressed as a maximum number of dwelling units per acre of net land area.

Dock. Any structure, otherwise known as a pier, wharf or loading platform, which is constructed on pilings over open water, or which is supported by flotation on the water.

Duplex. A building containing two (2) dwelling units, which are either attached side-by-side or stacked vertically, and are located on a single lot. Each unit is intended for occupancy as a separate household with its own kitchen and bathroom facilities.

Dwelling Unit. One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household. This use shall include any type of use of such dwelling units the Town is required by law to permit.

Floor area, gross. The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces or loading space for motor vehicles.

Floor area ratio (FAR). A measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

~~Gross land area. Gross land area for the purposes of computing density/intensity shall be the total land area within the property boundaries of the subject parcel, and specifically exclusive of any submerged land or public right-of-way.~~

Impervious surface. A surface that has been compacted or covered with a layer of material so that it is highly ~~resistent~~resistant to or prevents infiltration by stormwater. It includes: surfaces such as limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, and other similar surfaces.

Impervious surface ratio (ISR). A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross-net land area.

Intensity. The measure of permitted development expressed as a maximum impervious surface ratio and/or floor area ratio per acre of net land area.

Lot and/or parcel of record. A ~~"lot and/or parcel of record" is defined as: a lot and/or parcel which on April 1, 1990, was part of a subdivision, the plat of which had been recorded in the office of the Clerk of the Circuit Court of Pinellas County, or any lot or parcel of land, whether or not part of a subdivision that had been officially recorded by a deed in the office of the clerk, provided such lot and/or parcel was of a size which met the minimum dimension standards for lots or parcels in the district in which it was located at the time of recording or was recorded prior to the effective date of zoning. in the area where the lot and/or parcel shall have a minimum lot and/or parcel size of 5,808 square feet, and each such lot and/or parcel shall have direct access to and abut a public roadway. For all those newly created lots in residential districts, street frontage shall be a minimum of 60 feet frontage, and no platted lot shall be reduced in size from that currently platted. The above requirement shall not limit the right to rebuild on existing platted lots.~~ **[Moved to Section 7.]**

Lot line. Shall have the same meaning as property line as defined within this section.

Marijuana. Marijuana shall have the meaning given cannabis in F.S. § 893.02(3).

Medical marijuana dispensing facility. A facility that is operated by an approved dispensing organization holding all necessary licenses and permits from which medical cannabis, cannabis-based products, or cannabis plants as permitted through F.S. § 381.986 are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local, federal, and state laws. Per Florida Administrative Code Rule 64-4.001 (11)(c) "any area designated in the application where derivative product is dispensed at retail." Medical cannabis dispensing facilities do not include cultivation facilities or processing facilities as defined in Florida Administrative Code Rule 64-4.001 (11)(c). "Medical marijuana treatment center" means any entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the department of health.

Medical marijuana facility. Any authorized medical marijuana treatment center, medical marijuana dispensing facilities, or any other facility that dispenses, processes, cultivates, distributes, sells, or engages in any other activity that involves or is related to medical marijuana pursuant to the Florida Right to Medical Marijuana Initiative, Amendment 2 or any other provision of state law.

Multifamily dwelling. A building or portion thereof containing three (3) or more dwelling units, which may be located in a single structure or multiple buildings on the same lot, and designed to be occupied by separate households, with each unit having its own kitchen and bathroom facilities.

Gross-Net land area. ~~Gross-Net~~ land area for the purposes of computing density/intensity shall be the total land area within the property boundaries of the subject parcel, and specifically exclusive of any submerged land or public right-of-way.

Off-street parking space. A designated area located outside of public rights-of-way, intended for the parking of motor vehicles. This space is typically situated on private property, such as driveways or garages, and is designed to ensure that vehicles are parked without encroaching upon public streets or sidewalks.

Office Use. An occupation or service providing primarily an administrative, professional or clerical service and not involving the sale of merchandise; examples of which include legal, real estate, design, and financial services, and like uses.

Open space. That portion of a lot(s) that is not occupied by a structure(s) or vehicular use area. Open space includes lands used for active and passive recreation.

Personal service – An occupation or service attending primarily to one's personal care or apparel; examples of which include hair and beauty care, clothing repair or alteration, or dry cleaning/laundry service.

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

Property line. The lines delineating the property boundaries of a lot, including:

- Front property line. The boundary line extending between the side lot lines across the street frontage of the lot.
- Rear property line. The boundary line which is generally most distant from and most closely parallel to the front property line.
- Side property line. Any boundary line which is neither the front nor the rear property line.

Public storage garages. Facility intended for the use, service and incidental repair of publicly-owned motor vehicles, which may include the incidental sale of articles or items of merchandise related to such use.

Public/semi-public institutional use. Those facilities and services of a public, private, or quasi-public nature, including educational, governmental, civic, and religious uses, such as schools, courthouses, community centers, and churches. A public/semi-public institutional use shall not include a medical marijuana dispensing facility or other medical marijuana facility as defined within this section.

Residential use. A dwelling unit including, single-family, multifamily, and mobile home dwelling unit.

Screening wall. A wall or enclosure located parallel to the side lot line or side wall of a dwelling.

Setback. The minimum distance which a building or other structure must be set back from a front, side, or rear property line.

Single-family dwelling. A detached building designed for or occupied exclusively by one person or one family.

Submerged land. The land area situated below the mean high water line of a standing body of water, including ~~ocean~~ gulf, bay, estuary, lake, pond, river or stream. For the purpose of this definition, retention areas that are a function of development and wetlands shall not be considered submerged land.

Wing wall. A wall or enclosure built at a right angle with the dwelling wall or side property line of the lot.

Yard. An area on a lot between the lot line and the nearest principal structure, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided in this Appendix A, including:

- Front yard. A yard extending between side property lines across the front of a lot adjoining a street. On corner lots, the front yard shall be provided parallel to all streets upon which the lot fronts.

- Rear yard. A yard extending across the rear of a lot between the side property lines. On all lots except corner lots, the rear yard shall be opposite the front yard.

- Side yard. The area on each side of a principal structure between the structure and the side property line, and between front setback line and rear setback line.

(Ord. No. 90-2, § 2, 7-3-90; Ord. No. 92-08, § 1, 9-15-92; Ord. No. 2005-09, § 1, 10-18-05; Ord. No. 2006-02, § 1, 4-4-06; Ord. No. 2018-07, § 3, 8-13-18)

Sec. ~~16~~11. Nonconforming uses.

- (a) *Building existing at the time this ordinance becomes effective; alteration or change of use.* ~~The lawful use of a building, which use existed at the time of the effective date of this ordinance [Ordinance No. 90-2],~~ A building or structure that was lawfully established and maintained in compliance with all applicable regulations in effect at the time of its inception may be continued although such use does not conform to the provisions hereof. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
- (b) *Buildings becoming nonconforming through zoning change.* Whenever the use of a building becomes nonconforming through a change in the zoning ordinance or district boundaries, such use may be continued; and if no structural alterations are made, it may be changed to another nonconforming use of the same or of a more restricted classification.
- (c) *Discontinuance of a nonconforming use.* In the event that a nonconforming use of any building or place is discontinued for a period of six months, the use of the same shall thereafter conform to the use permitted in the district in which it is located.
- (d) *Alteration of building housing nonpermitted use.* No existing building devoted to a use not permitted by this ordinance [Ordinance No. 90-2] in the district in which such building is located shall be enlarged, extended, reconstructed or structurally altered unless such a use is changed to a use permitted in the district in which such building is located.

(Ord. No. 90-2, § 3, 7-3-90)

Sec. ~~12~~7. Exceptions to nonconforming uses, structures and lots.

- (a) *Act of God.* If an act of God or other force beyond the control of the owner occurs which destroys or damages a nonconforming building or any portion of a nonconforming building, such building or portion thereof may be rebuilt as it existed prior to the destruction or damage on the same lot or parcel on which it was constructed within the

same footprint as long as it complies with all other exiting regulatory codes and provisions of the land development regulations, and the permit for said construction is applied for within 36 months of the date when the destruction or damage occurred.

- (b) *Tear down.* Where a lawful building exists at the time of the effective date of the ordinance from which this section derives, and subsequently the owner of record desires to tear down said building and rebuild a new building, but would no longer be able to by reason of restrictions on area, lot coverage, or setbacks or of the subject lot, said new building may be constructed within the same footprint so long as it complies with all other existing regulatory codes and provisions of the land development regulations and remains otherwise lawful, and the permit for said construction is applied for within 18 months of when the permit to tear down the home is issued.

(Ord. No. 2014-02, § 2, 5-6-14)

Draft Appendix A – Clean Version

APPENDIX A - ZONING

Sec. 1. Purpose of regulations.

For the purpose of promoting the health, safety, and general welfare; to secure safety from fire, panic or other dangers; to provide adequate light and air; to prevent the overcrowding of land, and avoidance of undue concentration of population in the Town of Redington Beach, the corporate limits and areas of the Town of Redington Beach are hereby divided into zoning districts, and with regulations and restrictions for each of such districts as hereinafter set forth.

All land use and land development shall be in accordance with the town's comprehensive plan and these regulations. Where these regulations differ from the town's comprehensive plan the more restrictive of the two (2) shall be applied.

(Ord. No. 92-08, § 2, 9-15-92)

Sec. 2. Zoning districts.

- (a) *Establishment of zoning districts.* The Town of Redington Beach is hereby divided into six (6) zoning districts, known and designated as follows:

Zoning District	Symbol
Multifamily	MF
Mixed Use 1	MU-1
Mixed Use 2	MU-2
Recreation/Open Space	R/OS
Public/Semi-Public	P/SP
Single-Family	SF

- (b) *Establishment of zoning map.* The locations and boundaries of the enumerated zoning districts are established as shown on the adopted Zoning Map of the Town of Redington Beach. The zoning map is hereby made a part of this Appendix A, Section 2. The zoning map shall be identified by the signature of the mayor, attested by the town clerk and bear the seal of the town. The official zoning map shall be maintained on display in the Town Hall.

Except where referenced on the zoning map to a street boundary line or other designated line by dimensions shown on such map, the zoning district boundary lines are intended to follow property lines or the center line of street or alleys or rights-of-way as they existed at the time of the adoption of the map or any amendments of the same.

- (c) *Correlation of zoning districts and future land use plan categories.* The table below shows the correlation between the town's zoning districts and future land use plan categories, as established in the town's comprehensive plan. Maximum densities, intensities, and

permitted uses of land parcels within each zoning district are governed by the underlying future land use category, unless further restricted by these land development regulations.

Future Land Use Category	MF	MU-1	MU-2	R/OS	P/SP	SF
Residential Urban						X
Residential Medium	X			X		X
Residential/Office/Retail		X	X			
Institutional					X	X
Recreation/Open Space				X		X
Preservation						X

Sec. 3. District regulations.

(a) Multifamily (MF)

- (1) *Purpose and Intent.* The MF zoning district is hereby zoned for development with single-family and multifamily dwellings.
- (2) *Permitted uses.*
 - A. Principal structures include single-family and multifamily dwellings. In addition, a real estate brokerage and properly allied lines of business may be conducted in building located on the tract at the northeast corner of 163rd Avenue and Gulf Boulevard, as such building is now constructed, this latter exception being made for the reason that such property was and is lacking in conformance with the zoning provisions hereof at the time of the introduction and passage of this ordinance.
 - B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.
- (3) *Maximum development potential.* The MF zoning district may be located in the Residential Medium future land use category. The uses and development potential of a parcel of land within the MF district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.
 - A. The maximum residential density is fifteen (15) dwelling units per net land acre.
 - B. The maximum impervious surface ratio is 0.65.
- (4) *Other standards.* In the event any building extends beyond the rear line of any particular lot and is constructed upon two (2) lots backing up to each other, such building shall be architecturally provided with a double front, one of which fronts

shall face upon each of the streets which the two (2) lots respectively face upon, in such manner as to eliminate any rear yard area facing upon a street.

(b) Mixed Use 1 (MU-1)

- (1) *Purpose and Intent.* The MU-1 zoning district is hereby zoned for development with single-family and multifamily dwellings, and business uses.
- (2) *Permitted uses.*
 - A. Principal structures include single-family dwellings, multifamily dwellings, community commercial, and offices, or other businesses excluding manufacturing, industrial, medical marijuana facilities, or the handling or sale of beer, wine or other intoxicating beverages.
 - B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.
- (3) *Maximum development potential.* The MU-1 zoning district may be located in the Residential/Office/Retail future land use category. The uses and development potential of a parcel of land within the MU-1 district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.
 - A. The maximum residential density is fifteen (15) dwelling units per net land acre.
 - B. The maximum impervious surface ratio for residential uses is 0.65.
 - C. The maximum impervious surface ratio for nonresidential uses is 0.85.
 - D. The maximum floor area ratio for nonresidential uses is 0.40.
 - E. Mixed residential and nonresidential uses shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the land area of the property.

(c) Mixed Use 2 (MU-2)

- (1) *Purpose and Intent.* The MU-2 zoning district is hereby zoned for development with public/semi-public institutional uses, single-family and multifamily dwellings.
- (2) *Permitted uses.*
 - A. Principal structures include single-family dwellings, multifamily dwellings, and uses related to public/semi-public institutional uses, including public storage garages.
 - B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

- (3) *Maximum development potential.* The MU-2 zoning district may be located in the Residential/Office/Retail future land use category. The uses and development potential of a parcel of land within the MU-2 district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive.
- A. The maximum residential density is fifteen (15) dwelling units per net land acre.
 - B. The maximum impervious surface ratio for residential uses is 0.65.
 - C. The maximum impervious surface ratio for nonresidential uses is 0.85.
 - D. The maximum floor area ratio for nonresidential uses is 0.40.
 - E. Mixed residential and nonresidential uses shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the land area of the property.

(d) Recreation/Open Space (R/OS)

- (1) *Purpose and Intent.* The R/OS zoning district is hereby zoned for use as open space or recreational uses, whether public or private.
- (2) *Permitted uses.*
- A. Principal uses include public or private open space, public or private parks, public recreation facilities, or public beach or water access.
 - B. Special exception uses include wireless communications towers subject to the provisions of Chapter 6, Article IX, Division 2 of the Town of Redington Beach Code of Ordinances.
- (3) *Maximum development potential.* The R/OS zoning district may be located in more than one future land use category. The uses and development potential of a parcel of land within the R/OS district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive. Intensity standards for the future land use categories that apply to the R/OS zoning district are as follows:

Future Land Use Category	Impervious Surface Ratio	Floor Area Ratio
Recreation/Open Space	0.60	0.25
Residential Medium	0.65	No applicable standard

(e) Public/Semi-Public (P/SP)

- (1) *Purpose and Intent.* The P/SP zoning district is hereby zoned for public or semi-public institutional uses.

(2) *Permitted uses.*

- A. Principal structures include public or semi-public institutional facilities such as public buildings, schools, churches, social service agencies, municipal office buildings, public safety facilities, other community service facilities, ancillary nonresidential uses, and single-family dwellings.
- B. Special exception uses include wireless communications towers subject to the provisions of Chapter 6, Article IX, Division 2 of the Town of Redington Beach Code of Ordinances.
- C. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) *Maximum development potential.* The P/SP zoning district may be located in the Institutional future land use category. The uses and development potential of a parcel of land within the P/SP district shall be determined by the underlying future land use category as well as the standards found within these land development regulations, whichever is more restrictive. The applicable density/intensity standards are as follows:

- A. Public/semi-public or ancillary nonresidential uses: Shall not exceed a maximum area of three (3) acres. Such use or contiguous like uses in excess of this threshold shall require an appropriate future land use plan amendment and corresponding zoning map amendment.
- B. The maximum impervious surface ratio for nonresidential uses is 0.70.
- C. The maximum floor area ratio for nonresidential uses is 0.40.

(f) Single-Family (SF)

(1) *Purpose and Intent.* The SF zoning district is hereby zoned for the construction of single-family dwellings, and the use of such structures for single-family residential purposes.

(2) *Permitted uses.*

- A. Principal structures include single-family dwellings subject to general zoning regulations and restrictions set forth in Section 5 of this Appendix A.
- B. Accessory structures include detached garages, storage sheds, gazebos, docks, pool enclosures, or similar uses which are located on the same property as a principal structure and are directly related to its operation.

(3) *Maximum development potential.* The SF zoning district may be located in more than one future land use category. The uses and development potential of a parcel of land within the SF district shall be determined by the underlying future land use category

as well as the standards found within these land development regulations, whichever is more restrictive. Density and intensity standards for the future land use categories that apply to the SF zoning district are as follows:

Future Land Use Category	Residential Density (dwelling units per net land acre)	Impervious Surface Ratio	Floor Area Ratio
Residential Urban	7.5	0.65	No applicable standard
Residential Medium	15	0.65	No applicable standard
Institutional	No applicable standard	0.85	0.65
Recreation/Open Space	No applicable standard	0.60	0.25
Preservation	No applicable standard	0.20	0.10

(Res. of 10-4-66; Ord. No. 85-18, § 1, 10-15-85; Ord. No. 90-7, § 1, 7-3-90; Ord. No. 91-20, §§ I, II, 12-17-91; Ord. No. 92-08, §§ 3, 4, 9-15-92; Ord. No. 2016-07, § 2, 8-3-16; Ord. No. 2018-07, § 2, 8-13-18)

Sec. 4. Density.

No zoning district within the Town of Redington Beach, Florida, shall have a maximum density standard that exceeds fifteen (15) units per acre; and the board of adjustment and the board of commissioners shall allow no exception or variance whatsoever from this section.

(Ord. No. 89-6, § 1, 10-17-89)

Sec. 5. Building regulations.

(a) Building Size

(1) *Minimum floor area.*

- A. For lots fronting the Gulf of America or Boca Ciega Bay, the minimum floor area of a single-family dwelling shall be thirteen hundred (1,300) square feet, including the outside walls of the building, but not including open or screened breezeways, porches or garage space.

- B. For all other lots, the minimum floor area of a single-family dwelling shall be one thousand (1,000) square feet, including the outside walls of the building, but not including open or screened breezeways, porches or garage space.
- C. For multifamily dwellings, the minimum size of each living unit shall be eight hundred (800) square feet for one (1) bedroom units, nine hundred fifty (950) square feet for two (2) bedroom units, and twelve hundred (1,200) square feet for three (3) bedroom units, including the outside walls of the building, but not including any open or screened breezeways, porches or balconies.

(2) *Maximum height.*

- A. The maximum height for a single-family dwelling with a flat or built-up roof shall be thirty (30) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"), measured at the highest point of the roof.
- B. The maximum height for a single-family dwelling with a hip, gable or gambrel roof, or other type roof with a ridge line, shall be thirty (30) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM"), measured by the median height of the roof, as set forth in section 6-58 of the Town of Redington Beach Code of Ordinances.
- C. The maximum height for a principal structure other than a single-family dwelling shall be fifty (50) feet above the base flood elevation as established by the Federal Emergency Management Agency's Flood Insurance Rate Maps ("FIRM").
- D. For all structures, a preconstruction elevation plan drawn by registered or licensed architects or engineers must be executed prior to issuance of a permit to build.

(b) *Setbacks*

Except as specified in subsections (1) through (5) below, no building, nor any portion thereof, including porches, balconies, cornices or other permanently fixed decorations, shall be constructed within an established front, side, or rear setback.

(1) *Front setback.* Front setbacks apply to all buildings constructed within the town, and shall be relative to the front property line of the subject parcel as defined in Section 10 of this Appendix A.

- A. For lots bordering Gulf Boulevard, the front setback line shall be located fifty-three (53) feet from the center of State Road No. 699, as now actually constructed.
- B. For all other lots, the front setback line shall be located twenty (20) feet from the property line abutting the building lot.

- C. On a corner lot facing upon two (2) streets, the provisions of subsection (b)(2) apply.
- (2) *Front setbacks on corner lots.* For any building constructed on a corner lot facing upon two (2) streets, the following provisions shall apply:
- A. The shorter of the two street-facing property lines shall be the primary front property line, and shall be subject to the provisions of subsection (b)(1) above.
 - B. The longer of the two street-facing property lines shall be the secondary front property line. The secondary front setback shall be located ten (10) feet from the property line.
 - C. Side and rear setbacks on corner lots are subject to the provisions of subsections (b)(3) and (b)(4) below, respectively.
- (3) *Side setback.* Side setbacks apply to all buildings other than commercial or office constructed within the town, and shall be relative to the side property line of the subject parcel as defined in Section 10 of this Appendix A.
- A. For a multifamily dwelling, the side setback line shall be located ten (10) feet from the side property line.
 - B. For all other applicable buildings, the side setback line shall be located seven and one-half (7½) feet from the side property line.
- (4) *Rear setback.* Rear setbacks apply to all buildings other than commercial or office constructed within the town, and unless otherwise specified, shall be relative to the rear property line of the subject parcel as defined in Section 10 of this Appendix A.
- A. For Lots 1 through 6 of Block 1 of the Redington Beach Homes Subdivision, the rear setback line facing the Gulf of America shall be located one hundred eighty-three (183) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.
 - B. For lots lying between Gulf Boulevard and the Gulf of America other than those specified in subsection A above, the setback line on the side of the property facing the Gulf shall be located one hundred seventy-three (173) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.
 - C. For all lots fronting on Gulf Boulevard other than those specified in subsections A and B above, the rear setback line shall be located fifty-three (53) feet from the center of State Road No. 699 (or Gulf Boulevard), as now actually constructed.

- D. For lots bordering on Boca Ciega Bay, the setback line on the side of the property facing the Bay shall be located twenty-five (25) feet from the Bay-fronting property line, the mean high tide mark, or the center of seawall cap, whichever is more restrictive.
 - E. For all lots other than those specified in subsections A through D above, the rear setback line shall be located fifteen (15) feet from the rear property line.
- (5) *Exceptions to required setbacks.* An encroachment to the setbacks provided in subsections (1) through (4) above are permitted for the following:
- A. Eaves may encroach an additional two and one half (2½) feet into the otherwise applicable setbacks.
 - B. When existing structures are elevated to meet the floodplain elevation requirements of the Florida Building Code and Chapter 10 of this Code, required stairs may encroach four and a half (4.5) feet into any required setback. The encroachment must be designed to be the minimum necessary to allow access to the building, including meter access where required.

(Ord. No. 69, 6-4-57; Ord. No. 84-4, 7-17-84; Ord. No. 85-14, § 1, 10-15-85; Ord. No. 85-17, §§ 1, 2, 10-15-85; Ord. No. 88-5, § 1, 8-16-88; Ord. No. 98-04, §§ 1, 2, 5-19-98; Ord. No. 08-08, § 1, 8-5-08)

Sec. 6. Wing walls and screening walls.

No single-family dwelling within the Town of Redington Beach shall have a wing wall or screening wall (as distinguished from fences as regulated in Chapter 6, Article X), except in side yards as defined in Section 10 of this Appendix A, and subject to the following regulations:

- (a) *Wing wall standards.* A wing wall shall have a maximum height above grade, as established by the building official, of six (6) feet, and shall have an opening three (3) feet wide and the entire height of wall at any location in the length of the wall, and the opening may have a gate or door closure. Not more than one wing wall shall be built in each of the two (2) side yards.
- (b) *Screening wall standards.* A screening wall shall have a six-foot maximum height above grade and a maximum length of twelve (12) feet. A screening wall may be built in either of the side yards of a dwelling but not in both.
- (c) *Wing and screening wall material.* Wing walls or screening walls may be of masonry, wood, metal or other suitable material, and shall be supported and anchored to resist overturning due to wind pressure.

(Ord. No. 53A, 4-7-59)

Cross reference(s)—Fences, walls and hedges, § 6-281 et seq.

Sec. 7. Lot/parcel standards.

- (a) *Newly created lots, generally.* A newly created lot and/or parcel shall have a minimum size of 5,808 square feet, and each such lot and/or parcel shall have direct access to and abut a public roadway.
- (b) *Newly created residential lots.* For newly created lots in residential districts, street frontage shall be a minimum of 60 feet.
- (c) *Existing platted lots.* No platted lot shall be reduced in size from that currently platted. This shall not limit the right to rebuild on existing platted lots.

Sec. 8. Off-street parking and loading.

- (a) *General provisions.* An off-street parking space shall consist of a minimum net area of two hundred (200) square feet with minimum dimensions of ten (10) feet by twenty (20) feet for the parking of an automobile, exclusive of access drives or aisles which should be a minimum of twenty (20) feet wide. The minimum width of a driveway to a parking area shall be ten (10) feet. These provisions notwithstanding, whenever the plans for a parking area are prepared to allow parallel or angle parking, such plans shall be submitted to the building official. A variance from the strict provisions aforesaid may be granted if the building official finds that such plans have been so engineered as to provide adequate space for each car intended to be parked on the property, that access and maneuvering space is, in fact, reasonable and adequate for the purpose intended, and that easements and fire lanes are not encroached upon.
- (b) *Number of parking spaces required.* Parking requirements shall be met at the time any building or structure is erected, enlarged or increased in density or intensity, or a change of use results in an increase in the minimum number of parking spaces required. Minimum off-street automobile parking space, with adequate provisions for ingress and egress by automobiles of standard size, shall be provided as follows:

- (1) Dwelling Structure for Permanent Occupants:

Dwelling Units	Parking Space Required per Unit
1 - 19	2
20 - 49	1.8
50 - 99	1.7
100 - 149	1.6
150 or more	1.5

plus two (2) spaces for the resident owner or manager, plus one additional space for each employee other than the manager and his family members.

- (2) Community Commercial Use (excluding restaurants): One space for each two hundred (200) square feet, or fraction thereof, of floor space in sales area.
 - (3) Office Building: One space for each two hundred (200) square feet, or fraction thereof, of floor area used for office purposes.
 - (4) Restaurant: One space for each sixty (60) square feet of floor space in dining area.
 - (5) Where the application of the ordinance formulas results in a total number of spaces plus a fraction, the fraction shall require one additional space.
- (c) *Location.* Parking spaces for all dwellings shall be located not more than three hundred (300) feet distant as measured along the nearest pedestrian walkway.
- (d) *Off-street loading.* Commercial operations shall provide sufficient space so as not to hinder the free movement of vehicles and pedestrians over a sidewalk, right-of-way, alley easement or fire lane during loading and off-loading operations.
- (Ord. No. 85-15, § 1, 10-15-85; Ord. No. 90-2, § 4, 7-3-90)

Cross reference(s)—Parking generally, § 21-31 et seq.

Sec. 9. Buffers.

- (a) *Purpose and intent.* The purpose and intent of this section is to reduce the impacts of a use of land on adjacent uses which are of a significantly different character.
- (b) *Buffers required.* A buffer consists of a horizontal distance from a property line which may only be occupied by drainage areas, utilities and landscaping materials. Any required setback is a part of the total required buffer. The required buffering distance between land uses on adjoining lots is set forth in the buffer matrix. Mechanical/air conditioning equipment, outdoor storage areas and parking areas shall not be located within the required buffers.

Compliance with this section is required in all cases of new construction, change of use or expansion of use or structure.

Buffer Matrix

Proposed Use	Abutting Use		
	Single-family dwelling or duplex	Multifamily dwelling with three or more units	Nonresidential use
Single-family dwelling or duplex	0	0	0
Multifamily dwelling with three or more units	5	0	15
Nonresidential use	15	10	0

(Ord. No. 90-2, § 1, 7-3-90)

Cross reference(s)—Fences, walls and hedges, § 6-281.

Sec. 10. Definitions.

For purposes of this ordinance, the following terms shall have the meaning given in this section:

Accessory structure. A structure that is clearly subordinate or incidental to, but customarily related to, a principal structure located on the same parcel.

Ancillary nonresidential. Off-street parking and trash receptacle areas for adjacent, contiguous, nonresidential use.

Community commercial. Commercial establishments that generally serve the day-to-day needs of the community, including restaurants, convenience goods and services, and personal and professional services. Specific examples may include, but are not limited to, tobacco shops, retail clothing store, newsstands, bakeries, delicatessens, meat and seafood markets, produce markets, barber and beauty shops, seamstress shops, shoe repair and shining shops, dry cleaning and laundry pickup facilities. A community commercial use shall not include a medical marijuana dispensing facility or other medical marijuana facility as defined within this section.

Density. The measure of permitted residential development expressed as a maximum number of dwelling units per acre of net land area.

Dock. Any structure, otherwise known as a pier, wharf or loading platform, which is constructed on pilings over open water, or which is supported by flotation on the water.

Duplex. A building containing two (2) dwelling units, which are either attached side-by-side or stacked vertically, and are located on a single lot. Each unit is intended for occupancy as a separate household with its own kitchen and bathroom facilities.

Dwelling Unit. One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household. This use shall include any type of use of such dwelling units the Town is required by law to permit.

Floor area, gross. The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces or loading space for motor vehicles.

Floor area ratio (FAR). A measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

Impervious surface. A surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such

as limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, and other similar surfaces.

Impervious surface ratio (ISR). A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the net land area.

Intensity. The measure of permitted development expressed as a maximum impervious surface ratio and/or floor area ratio per acre of net land area.

Lot and/or parcel of record. A lot and/or parcel which on April 1, 1990, was part of a subdivision, the plat of which had been recorded in the office of the Clerk of the Circuit Court of Pinellas County, or any lot or parcel of land, whether or not part of a subdivision that had been officially recorded by a deed in the office of the clerk, provided such lot and/or parcel was of a size which met the minimum standards for lots or parcels in the district in which it was located at the time of recording or was recorded prior to the effective date of zoning.

Lot line. Shall have the same meaning as property line as defined within this section.

Marijuana. Marijuana shall have the meaning given cannabis in F.S. § 893.02(3).

Medical marijuana dispensing facility. A facility that is operated by an approved dispensing organization holding all necessary licenses and permits from which medical cannabis, cannabis-based products, or cannabis plants as permitted through F.S. § 381.986 are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local, federal, and state laws. Per Florida Administrative Code Rule 64-4.001 (11)(c) "any area designated in the application where derivative product is dispensed at retail." Medical cannabis dispensing facilities do not include cultivation facilities or processing facilities as defined in Florida Administrative Code Rule 64-4.001 (11)(c). "Medical marijuana treatment center" means any entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the department of health.

Medical marijuana facility. Any authorized medical marijuana treatment center, medical marijuana dispensing facilities, or any other facility that dispenses, processes, cultivates, distributes, sells, or engages in any other activity that involves or is related to medical marijuana pursuant to the Florida Right to Medical Marijuana Initiative, Amendment 2 or any other provision of state law.

Multifamily dwelling. A building or portion thereof containing three (3) or more dwelling units, which may be located in a single structure or multiple buildings on the same lot, and designed to be occupied by separate households, with each unit having its own kitchen and bathroom facilities.

Net land area. Net land area for the purposes of computing density/intensity shall be the total land area within the property boundaries of the subject parcel, and specifically exclusive

of any submerged land or public right-of-way. *Off-street parking space.* A designated area located outside of public rights-of-way, intended for the parking of motor vehicles. This space is typically situated on private property, such as driveways or garages, and is designed to ensure that vehicles are parked without encroaching upon public streets or sidewalks.

Office Use. An occupation or service providing primarily an administrative, professional or clerical service and not involving the sale of merchandise; examples of which include legal, real estate, design, and financial services, and like uses.

Open space. That portion of a lot(s) that is not occupied by a structure(s) or vehicular use area. Open space includes lands used for active and passive recreation.

Personal service – An occupation or service attending primarily to one's personal care or apparel; examples of which include hair and beauty care, clothing repair or alteration, or dry cleaning/laundry service.

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

Property line. The lines delineating the property boundaries of a lot, including:

- *Front property line.* The boundary line extending between the side lot lines across the street frontage of the lot.
- *Rear property line.* The boundary line which is generally most distant from and most closely parallel to the front property line.
- *Side property line.* Any boundary line which is neither the front nor the rear property line.

Public storage garages. Facility intended for the use, service and incidental repair of publicly-owned motor vehicles, which may include the incidental sale of articles or items of merchandise related to such use.

Public/semi-public institutional use. Those facilities and services of a public, private, or quasi-public nature, including educational, governmental, civic, and religious uses, such as schools, courthouses, community centers, and churches. A public/semi-public institutional use shall not include a medical marijuana dispensing facility or other medical marijuana facility as defined within this section.

Residential use. A dwelling unit including, single-family, multifamily, and mobile home dwelling unit.

Screening wall. A wall or enclosure located parallel to the side lot line or side wall of a dwelling.

Setback. The minimum distance which a building or other structure must be set back from a front, side, or rear property line.

Single-family dwelling. A detached building designed for or occupied exclusively by one person or one family.

Submerged land. The land area situated below the mean high water line of a standing body of water, including gulf, bay, estuary, lake, pond, river or stream. For the purpose of this definition, retention areas that are a function of development and wetlands shall not be considered submerged land.

Wing wall. A wall or enclosure built at a right angle with the dwelling wall or side property line of the lot.

Yard. An area on a lot between the lot line and the nearest principal structure, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided in this Appendix A, including:

- *Front yard.* A yard extending between side property lines across the front of a lot adjoining a street. On corner lots, the front yard shall be provided parallel to all streets upon which the lot fronts.
- *Rear yard.* A yard extending across the rear of a lot between the side property lines. On all lots except corner lots, the rear yard shall be opposite the front yard.
- *Side yard.* The area on each side of a principal structure between the structure and the side property line, and between front setback line and rear setback line.

(Ord. No. 90-2, § 2, 7-3-90; Ord. No. 92-08, § 1, 9-15-92; Ord. No. 2005-09, § 1, 10-18-05; Ord. No. 2006-02, § 1, 4-4-06; Ord. No. 2018-07, § 3, 8-13-18)

Sec. 11. Nonconforming uses.

- (a) *Building existing at the time this ordinance becomes effective; alteration or change of use.* A building or structure that was lawfully established and maintained in compliance with all applicable regulations in effect at the time of its inception may be continued although such use does not conform to the provisions hereof. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
- (b) *Buildings becoming nonconforming through zoning change.* Whenever the use of a building becomes nonconforming through a change in the zoning ordinance or district boundaries, such use may be continued; and if no structural alterations are made, it may be changed to another nonconforming use of the same or of a more restricted classification.
- (c) *Discontinuance of a nonconforming use.* In the event that a nonconforming use of any building or place is discontinued for a period of six months, the use of the same shall thereafter conform to the use permitted in the district in which it is located.

- (d) *Alteration of building housing nonpermitted use.* No existing building devoted to a use not permitted by this ordinance [Ordinance No. 90-2] in the district in which such building is located shall be enlarged, extended, reconstructed or structurally altered unless such a use is changed to a use permitted in the district in which such building is located.

(Ord. No. 90-2, § 3, 7-3-90)

Sec. 12. Exceptions to nonconforming uses, structures and lots.

- (a) *Act of God.* If an act of God or other force beyond the control of the owner occurs which destroys or damages a nonconforming building or any portion of a nonconforming building, such building or portion thereof may be rebuilt as it existed prior to the destruction or damage on the same lot or parcel on which it was constructed within the same footprint as long as it complies with all other exiting regulatory codes and provisions of the land development regulations, and the permit for said construction is applied for within 36 months of the date when the destruction or damage occurred.
- (b) *Tear down.* Where a lawful building exists at the time of the effective date of the ordinance from which this section derives, and subsequently the owner of record desires to tear down said building and rebuild a new building, but would no longer be able to by reason of restrictions on area, lot coverage, or setbacks or of the subject lot, said new building may be constructed within the same footprint so long as it complies with all other existing regulatory codes and provisions of the land development regulations and remains otherwise lawful, and the permit for said construction is applied for within 18 months of when the permit to tear down the home is issued.

(Ord. No. 2014-02, § 2, 5-6-14)

Draft Zoning Map

Town of Redington Beach Zoning Map



Zoning Districts

- | | |
|-------------|-----------------------|
| Multifamily | Public/Semi-Public |
| Mixed Use 1 | Recreation/Open Space |
| Mixed Use 2 | Single-Family |



Amended Through:
Ordinance [No.] - [Effective Date]

Mayor

Town Clerk

Agenda Item 9 B.

Final reading and adoption of Ordinance 2025-03:

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 6-83 AND REPEALING § 6-84 OF THE TOWN CODE RELATING TO BUILDING PERMIT FEES; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 6-83 AND REPEALING § 6-84 OF THE TOWN CODE RELATING TO BUILDING PERMIT FEES; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, since the 1980 version of the Town Code, the Town's permit fees have been set forth in the Town Code; and

WHEREAS, the permit fees have not been revised since 1995; and

WHEREAS, there have been various changes in state law and best practices with respect to building permit fees and, in conjunction with entering a new agreement for the provision of building department services, the Town has worked with the new provider to develop an updated fee schedule which it will be adopting and updating as needed by resolution; and

WHEREAS, this Ordinance is required to facilitate the adoption of an updated fee schedule, and the Town Commission finds that it is in the best interests of the Town, its residents and property owners to adopt the provisions of this Ordinance.

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

Section 1. Section 6-83 of the Redington Beach Town Code is hereby amended as follows:

Sec. 6-83. Permit fees.

Permit fees for construction regulated by this article or the Florida Building Code shall be established under the standards set forth in Florida Statutes § 553.80, and shall be adopted and periodically updated by the commission by resolution, including additions and alterations, shall be as follows:

Value	Fee
\$301.00 — \$2,000.00 (minimum)	\$25.00
\$2,001.00 — \$100,000.00	\$40.00, plus \$6.00 per \$1,000.00 or fraction thereof over \$2,000.00
\$100,001.00 — \$1,000,000.00	\$540.00, plus \$4.00 per \$1,000.00 or fraction thereof over \$100,000.00
Over \$1,000,000.00	\$4,540.00, plus \$3.00 per \$1,000.00 or fraction thereof over \$1,000,000.00

Section 2. Section 6-84 of the Redington Beach Town Code is hereby repealed in its entirety.

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. 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 Village 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 Village, 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 Village'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 6. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

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

ADOPTED ON FIRST READING on the 1st day of October, 2025, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 5th day of November, 2025, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, CMC
Town Clerk

AGENDA ITEM 10 A.

Resolution 2025-06: A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, ESTABLISHING A NEW BUILDING DEPARTMENT FEE SCHEDULE; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

RESOLUTION NO. 2025-06

**A RESOLUTION OF THE TOWN OF REDINGTON BEACH,
FLORIDA, ESTABLISHING A NEW BUILDING
DEPARTMENT FEE SCHEDULE; MAKING RELATED
FINDINGS; AND PROVIDING FOR SEVERABILITY AND
FOR AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes § 166.222 (*Building code inspection fees*) provides that the governing body of a municipality may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of its building code; and

WHEREAS, that same statute provides that a governing body of a municipality that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the governing body, for identifying building permits for each unit or subunit assigned by the governing body to a particular tax parcel identification number; and

WHEREAS, Florida Statutes § 553.80(1)(g) provides that the governing body of a municipality may provide a schedule of fees, as authorized by Florida Statutes § 166.222 and this section, for the enforcement of the provisions of the Florida Building Code; and

WHEREAS, this statute provides further that such fees shall be used solely for carrying out the municipality's responsibilities in enforcing the Florida Building Code; and

WHEREAS, Florida Statutes § 553.80(7)(a) provides that the building department permitting, inspection and enforcement fees, along with any fines or investment earnings related to the fees, may only be used for carrying out the municipality's responsibilities in enforcing the Florida Building Code; and

WHEREAS, this statute further provides that when a municipality establishes its schedule of building fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities; and

WHEREAS, this statute further provides that any unexpended balances must be carried forward to future years for allowable activities or must be refunded at the discretion of the municipality, and that a municipality may not carry forward an amount exceeding the average of its operating budget (excluding reserve funds) for enforcing the Florida Building Code for the previous 4 fiscal years; and

WHEREAS, this statute further provides that the basis for a fee structure for allowable activities must relate to the level of service provided by the municipality, must include consideration for refunding fees due to reduced services based on "private provider" services provided to owners as authorized by Florida Statutes § 553.791, and that the fees charged must be consistently applied; and

WHEREAS, Florida Statutes § 553.80(7)(a)(4) requires a municipality to use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated from these sources are maintained and allocated or used solely for the purposes authorized by law; and

WHEREAS, Florida Statutes § 553.80(7)(a)(2) provides that a municipality must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees, to upgrade technology hardware and software systems to enhance service delivery, to pay for the construction of a building or structure that houses the municipality's building code enforcement agency (except that excess funds used to construct such a building or structure must be designated for such purpose by the local government and may not be carried forward for more than 4 consecutive years), or for training programs for building officials, inspectors, or plans examiners associated with the enforcement of the Florida Building Code; and

WHEREAS, Florida Statutes § 553.80(7)(a)(1) defines "enforcing the Florida Building Code" to include the direct costs and reasonable indirect costs associated with review of building plans, building inspections, re-inspections, and building permit processing; building code enforcement; fire inspections associated with new construction; training costs associated with the enforcement of the Florida Building Code; and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees; and

WHEREAS, Florida Statutes § 553.80(7)(a)(3) provides that the following activities may not be funded with fees adopted for enforcing the Florida Building Code:

- a. Planning and zoning or other general government activities.
- b. Inspections of public buildings for a reduced fee or no fee.
- c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.
- d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code;

and

WHEREAS, while a municipality's land use and planning functions cannot be financed with building fees, Florida Statutes § 163.3174(3) provides that the governing body of a municipality shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the municipality's local planning agency functions, and shall also establish a schedule of fees to be charged to accomplish the purposes and activities authorized by the Florida Community Planning Act; and

WHEREAS, the Town Commission, after having reviewed the statutory requirements set forth above, having been advised by the Town's professional staff and permit fee consultant, and having been advised by its counsel, finds that the fee schedule to be adopted by this Resolution complies with all statutory requirements and is necessary and reasonable to ensure the Town's building department's functions are not subsidized by the Town's general fund; and

WHEREAS, the Town Commission further finds that the fee schedules adopted by this Resolution are in the best interests of the Town, its residents, property owners, and businesses.

NOW, THEREFORE BE IT RESOLVED by the Town Commission of the Town of Redington Beach, Florida, that:

Section 1. Establishment of Building Department Fee Schedule.

The Building Department Fee Schedule attached hereto as **Exhibit “A”** is hereby adopted as the Town of Redington Beach’s Building Department Fee Schedule.

Section 2. Fee Schedule Effective Date.

The fee schedules adopted herein shall become effective at 12:01 a.m. on Sunday, **November 9th 2025**. Any applications either pending on that date or thereafter submitted shall be subject to the new fee schedule. If the Town’s contracted building department vendor cannot make the necessary adjustments to forms, websites and payment platforms to reflect the new fees adopted by this Resolution, the effective date will be determined by the Building Commissioner in consultation with the building department services vendor.

Section 3. Annual Inspection Utilization Report.

Pursuant to Florida Statutes § 553.80(7)(b), the Town, through its contracted building department services vendor, shall produce, annually update, and publish on its website an inspection utilization report. This report shall be prepared with content derived from relevant information available in the Town’s most recently completed financial audit. The report shall be updated prior to making any adjustments to the fee schedule. The report shall include the detailed content set forth in Florida Statutes § 553.80(7)(b).

Section 4. Required Posting of Information.

As required by Florida Statutes § 166.222, the Town Clerk shall ensure the permit and inspection fee schedules adopted by this Resolution, and the Town’s building permit and utilization report required by Florida Statutes § 553.80(7), are posted on the Town’s website.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Town Commission would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 5th day of November 2025.

Attest:

David Will, Mayor

Adriana Nieves, Town Clerk

Exhibit "A"
Building Department Fee Schedule

Building

Permit Type	Fee (\$)
Change of Occupancy /Change of Use	131.25
Residential Fence (includes plan review)	131.25
Residential Pre-Fab Accessory Bldg (includes plan review)	131.25
Residential Accessory Structure (includes plan review)	183.75
Residential Natural Gas Generator (includes plan review)	288.75
Res HVAC Change Out (includes plan review)	183.75
Residential Shutters with or without Electric	315
Residential Interior Remodel /Alteration	Declared Valuation plus plan review
Residential Reroof (includes plan review)	210
Misc Residential Plumbing/Gas	Declared Valuation plus plan review
Misc Residential Electric/Service Change	Declared Valuation plus plan review
Pool With or Without Spa plus plan review	630
Pool Renovation plus plan review	288.75
Hot Tub/Spa (Stand Alone Not Part of Pool) plus plan review	157.50
Garage Door Replacement plus plan review	105
Pool Enclosure plus plan review	131.25
Pool Heater (includes plan review)	105
Water Heater Change Out (includes plan review)	105
Photovoltaic plus plan review	157.50
Concrete Restoration plus plan review	262.50
Dumpster Slab and Enclosure plus plan review	210
Pre-Fab Accessory Bldg	Declared Valuation plus plan review
	157.50
Window/Door Replacement Up to 10 Openings	Each additional opening - 5 each
Residential Demolition of Complete Structure plus plan review	157.50
Low Voltage Lighting plus plan review	157.50
Commercial Fence or Wall plus plan review	210
Hood plus plan review	315
Commercial Natural Gas Lines / Tank / Generator plus plan review	525
Commercial HVAC Change Out plus plan review	393.75
HVAC Duct Work Only plus plan review	131.25
Mobile/Manufactured Home plus plan review	210
Commercial Walk-In Cooler plus plan review	262.50

Commercial Shutters with or without Electric plus plan review	315
Commercial Interior Renovation/Alteration/Remodel	Declared Valuation plus plan review
Commercial Demolition Complete Structure plus plan review	262.50
Commercial Reroof plus plan review	210
Structure Moving	787.50
Pier/Boathouse/Davit	Declared Valuation plus plan review
Seawall Repair	Declared Valuation plus plan review
Re-inspection Fee	157.50
Foundation Only	20% of Plan Review and Permit Fees
Temporary Underground Service (T.U.G.) and Pre-Power Inspections Commercial and Residential	105
Sign (Per Sign) (includes plan review)	236.25
Construction Trailer/Office plus plan review	420
Commercial Accessory / Awning / Canopy	Declared Valuation plus plan review

Miscellaneous Building Fees		Fee(s)
Change of Contractor		78.75
Temporary Certificate of Occupancy		
1st TCO		Included in Permit
Each Subsequent Request		525
Duplicate Certificate of Occupancy, Certificate of Completion Request or Duplicate Placard		26.25
Permit Extensions		
1st Extension		52.50
Each Subsequent Extension		262.50
Permit Reinstatement (Reinstatement of expired permit)		315
Flood location/flood zones reviews		52.50
After-the-fact permit fees	Shall be two (2) times the normal permit fees, payable to the Town, less a consultant investigation fee of 150.	
Early Start Permit (Interior work prior to first required inspection)		157.50
Damage pre-permit inspection, Fire or Structural (Includes Building and Electrical inspection)		210

Construction Permit and Inspections Fee

All building permits are subject to the Florida Building Permit Surcharges Per. FS 553 and FS 468 (2.5% of permit fees value or \$4.00 minimum)

Permit fees shall be based on the construction valuation of the proposed work unless listed in the schedule. The construction valuation shall include all labor and materials cost for all trades as stated on the permit application and/or executed construction contract. "Final building permit valuation shall be set by the building official" per FBC109.3

The permit fees for new construction shall be based on the submitted construction cost but not less than the latest building valuation data published by the International Code Council (www.iccsafe.org/building-safety-journal/bsj-technical/building-valuation-data) based on the gross work area for all new constructions and additions. One- and Two-Family Dwellings interior unconditioned spaces, open and covered exterior spaces (garage, attic, porches) will be calculated as Utility Occupancy for permit cost.

Shell building fees shall be based on the submitted construction valuation but not less than 60% of the latest building valuation data published by the International Code Council based on the gross work area. Includes Building, Electrical, Plumbing, Mechanical, Inspections and Plan Review as applicable.

The permit fees for interior and exterior remodels, rehabs, and repairs shall be based on the submitted construction valuation but not less than the 40% of the latest building valuation data published by the International Code Council based on the gross work area.

Valuation	Fee (\$)
\$1.00 to \$10,000	\$78.75 per inspections
\$10,001 to \$50,000	\$75.00 for first \$10,000 plus \$11.05 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 to \$100,000	\$520.75 for the first \$50,000 plus \$6.75 for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001 to \$500,000	\$858.25 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof to and including \$500,000
\$500,001 to \$1,000,000	\$3,458.25 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000
\$1,000,001 to 10,000,000	\$5,958.25 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof to and including \$10,000,000

\$10,000,001 and Above	\$32,958.25 for the first \$10,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof
------------------------	--

Single Family and Multi-Family Residential Plan Review Fee = 25% of permit and inspections fee \$105 min.

Plot plan/zoning reviews	78.75
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee

Commercial Plan Review Fee = 50% of permit and inspections fee \$131.25 min.

Building code site plan reviews	131.25
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee

Private Provider Fee Reduction: Owners and contractors utilizing a private provider for plan review and/or building inspections pursuant to Florida Statutes § 553.791 will receive a 15% reduction in permitting fees conditioned on submission of the required notification and acknowledgment statement required by Florida Statutes § 553.791(4).

ACH Fee: \$1.90

Returned Check Fee: \$50

Convenience Fee for Credit Card/Debit Card Use: 2.5%

**FIRST AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF REDINGTON BEACH, FLORIDA
AND M.T. CAUSLEY, LLC**

THIS FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between the Town of Redington Beach, a Florida municipal corporation ("Town") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"), which shall be jointly referred to as "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on September 10, 2025; and

WHEREAS, pursuant to Article 2, changes to services that are mutually agreed upon between Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties wish to update fees; and

WHEREAS, Parties hereto now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit B – Fee Schedule for Services, shall be replaced with and read in its entirety pursuant to the new Exhibit B hereto incorporated.
3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF REDINGTON BEACH, FLORIDA

By: _____

By: _____

Name: Matthew K. Causley

Name: David Will

Title: Chief Operating Officer

Title: Mayor

Date: October 8, 2025

Date: _____

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Town and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- Upon completion of the initial term and annually thereafter, and in accordance with Florida Statutes Chapter 553, the Town and Consultant will review and revise as necessary the Town's fee schedule based, in part, on the utilization report prepared and posted annually as required by law.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Department Services, including:	95% of permit fees collected by Consultant
– Building Official	
– Plan Review	
– Inspections	
– Permit Technician	
– Floodplain Management	
Community Core Software	No charge
After the Fact Permit Shall be two (2) times the normal permit fees, payable to the Town, less a consultant investigation fee of \$150.	

ADDITIONAL SERVICES

Services where no permit fee generated (as requested with prior written approval by Town)

Natural Disaster Services Requiring Additional Staff:

– Building Official	\$135.00 per hour – one (1) hour minimum
– Plan Review Services	\$120.00 per hour – one (1) hour minimum
– Inspection Services	\$120.00 per hour – one (1) hour minimum
– Permit Technician	\$75.00 per hour – one (1) hour minimum
– Floodplain Management Services	\$135.00 per hour – one (1) hour minimum
– Damage Assessment Inspectors	\$120.00 per hour – one (1) hour minimum

Hourly inspection time tracked will start when Consultant checks in at Town or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.

Agenda Item 10 B.

Ordinance 2025-04

First reading:

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, CREATING ARTICLE II OF CHAPTER 4 OF THE TOWN CODE RELATED TO SHARK FISHING; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-04

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
CREATING ARTICLE II OF CHAPTER 4 OF THE TOWN CODE
RELATED TO SHARK FISHING; MAKING RELATED FINDINGS;
PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN
EFFECTIVE DATE.**

WHEREAS, Chapter 4 of the Redington Beach Town Code addresses the subject of Animals; and

WHEREAS, earlier in 2023, a deceased tiger shark washed ashore in the neighboring Town of Indian Shores, and its death was attributed to shore-based shark fishing; and

WHEREAS, shore-based shark fishing is commonly performed by luring sharks close to the shore by chumming the waters near the beach where people are often located, thus increasing the chance for shark bites; and

WHEREAS, while properly-regulated off-shore/deep sea shark fishing may lawfully occur, the taking of smaller, younger sharks on-shore, such as the endangered tiger shark which, when killed, was pregnant, is environmentally irresponsible; and

WHEREAS, Part 635 (Atlantic Highly Migratory Species) of Title 50 (Wildlife and Fisheries) of the United States Code of Federal Regulations provides, at 50 C.F.R. § 635.4, for the issuance for certain Atlantic tuna, swordfish, or shark fishing permits by the National Marine Fisheries Service; and

WHEREAS, Florida Administrative Code § 68B-44.009(3) allows the Florida Fish and Wildlife Conservation Commission to issue a shore-based shark fishing permit; and

WHEREAS, the Commission has reviewed an ordinance from Delray Beach, Florida, which ordinance has also been adopted by the Town of Indian Shores, and has determined that a similar ordinance should be adopted by the Town; and

WHEREAS, the Commission determines that it would be in the best interests of the Town, and its residents and aquatic environment, to adopt a prohibition of on-shore shark fishing.

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

Section 1. Sections 4-1 through 4-9 of the Redington Shores Town Code shall be contained in a new Article I, to be entitled GENERAL ANIMAL REGULATIONS.

Section 2. A new Article II (SHARK FISHING) of Chapter 4 (ANIMALS) of the Redington Beach Town Code is hereby created as follows:

ARTICLE II. – SHARK FISHING

Sec. 4-20. Shore-based shark fishing prohibited.

- A. Notwithstanding the possession of a permit issued pursuant to Florida Administrative Code § 68B-44.009(3) or 50 C.F.R. § 635.4, a person may not participate in shore-based shark fishing in the jurisdictional waters of the town.
- B. For purposes of this article, the term “shark” shall have the same meaning as is set forth in § 68B-44.002(2).
- C. For purposes of this article, the term “shore-based shark fishing” shall mean the targeting or harvesting any species of shark when fishing from shore, wade fishing, or fishing from any structure attached to shore, including but not limited to bridges, piers, docks, and jetties. Fishing from shore or any structure attached to shore by or with any of the following gear or methods shall constitute shore-based shark fishing regardless of the species targeted or harvested.
 - (1) Fishing with a metal leader greater than 4 feet in length.
 - (2) Using a fighting belt, fighting harness, or similar device used in conjunction with a fishing rod to give the angler a mechanical advantage when reeling in a fish.
 - (3) Deploying bait by any means other than casting from shore or casting while wade fishing, including but not limited to transporting or dropping the bait by or from a vessel, surfboard, drone, or by swimming.
 - (4) Deploying bait by means other than casting shall not constitute shore-based shark fishing if the bait is attached to a hook for which the maximum distance measured between two points inside the curve created by the hook does not exceed 1.5 inches, when measured at the widest dimension.

Sec. 4-21. – Accidental catches.

A person who accidentally catches a shark in violation of § 4-20 while fishing from shore must release such shark immediately at the site of capture, without unnecessary harm. Delaying the release of a shark for any period of time longer than necessary to remove the hook or other fishing tackle is prohibited. If the hook cannot be removed quickly, either the hook must be cut or the leader must be cut as close to the hook as possible in order to remove as much fishing tackle as possible without delaying release.

Section 3. 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 4. For purposes of codification of any existing section of the Redington Beach Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

Section 6. The Codifier shall codify the substantive amendments to the Redington Beach Code contained in Sections 1 through 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

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

ADOPTED ON FIRST READING on the 5th day of November, 2025, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 3rd day of December, 2025,
by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, Town Clerk

Agenda Item 10 C:

**Resolution 2025-07
Budget Amendments**

TOWN OF REDINGTON BEACH

Resolution 2025-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING THE 2024-2025 ANNUAL FISCAL YEAR BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF REDINGTON BEACH, FLORIDA IN A MEETING DULY ADVERTISED AND REGULARLY ASSEMBLED AS FOLLOWS:

The Annual Fiscal Year Budget of the Town of Redington Beach, Florida, from **October 1, 2024, through September 30, 2025** shall be amended in the amounts and categories as more fully shown by **Schedule A** and incorporated herein.

This Resolution shall take effect upon adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULAR SESSION THIS 5th Day of November, 2025.

Attest:

By: _____

Adriana Nieves, CMC, Town Clerk

By: _____

David Will, Mayor



TOWN OF REDINGTON BEACH
105-164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875
FAX: 727-397-6911
www.townofredingtonbeach.com

November 5, 2025

To: Mayor and Board of Commissioners

From: Adriana Nieves, CMC, Town Clerk

Re: FY25 Budget Amendments

The General Fund (101) was amended in both revenues and expenditures:

Revenues:

331.510 Economic Environment: \$40,000.00 for reimbursement of expenses from Hurricane Idalia in 2023 (non-recurring).

361.200 Interest Savings Accounts: \$102,520 in additional revenue as a result of budgeted lower interest rates which did not occur.

369.900 Other Misc. Revenues: \$84,800 from insurance claim from Hurricane Helene (non-recurring).

388.100 Sale of Capital Assets: \$8,100 from sale of flood-damaged John Deere tractor (non-recurring).

399.000 Transfer In (Unrestricted reserves): \$2,206,500 for expenses due to Hurricane Helene recovery projects, such as debris removal, repairs to parks and other town infrastructure.

TOTAL REVENUES CHANGE: \$2,441,920

Expenditures:

Department:

(000)Transfer Out (Unrestricted Reserves): -\$318,030 – typically this number is not negative but as a result of using reserves for debris removal, this is negative

(524) Code Enforcement: \$60,500 implementation costs for a new department and for the purchase of Ford F-150, Granicus software, laptop, lpad and cell phone.



TOWN OF REDINGTON BEACH
105-164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875
FAX: 727-397-6911
www.townofredingtonbeach.com

(539) Public Works: \$8,470 due to mid-year staffing changes, salary adjustments, disaster-related utility costs and increases in auto and worker's comp insurance.

(571) Libraries: \$1,400 -this was a clerical error

(572) Parks & Recreation: \$2,680,580 due in large part to debris removal costs, purchase of a replacement John Deere tractor, and hurricane-related playground and park repairs.

(573) Board of Parks & Recreation: \$9,000 in 80th Birthday party expenditures which were being reserved since FY21 and totaled \$12,000.

TOTAL EXPENDITURES CHANGE: \$2,441,920

The Capital Fund (300) did not have any budget amendments.

The Stormwater Fund (400) did not have any budget amendments.

Hurricane Helene and its associated expenditures significantly impacted several of the Town's departmental budgets. While we are fortunate to have healthy reserves and favorable current interest rates, it is our historically conservative spending practices that have allowed us to build these essential rainy-day funds to navigate unexpected events.

Although we are optimistic about ongoing FEMA reimbursement, it is important to remember that successfully meeting FEMA's stringent guidelines for procurement (specific area, e.g., documentation, project completion) is never guaranteed.

Respectfully submitted,

Adriana Nieves, CMC Town Clerk

RESOLUTION 2025-07
SCHEDULE A

For the Period: 10/1/2024 to 9/30/2025

Fund: 101 - General Fund

	Original Budget	Amended Budget	Change
REVENUES			
331.510 - Economic Environment	\$ -	\$ 40,000	\$ 40,000
361.200 - Interest Savings Accounts	\$ 150,000	\$ 252,520	\$ 102,520
369.900 - Other Misc. Revenues	\$ 1,200	\$ 86,000	\$ 84,800
388.100 - Sale of Capital Assets	\$ -	\$ 8,100	\$ 8,100
399.000 - Transfer In (Unrestricted Reserves)	\$ -	\$ 2,206,500	\$ 2,206,500
TOTAL REVENUES	\$ 151,200	\$ 2,593,120	\$ 2,441,920
EXPENDITURES			
Dept: 000			
999.992 - Transfer Out (Unrestricted Reserves)	\$ 318,030	\$ -	\$ (318,030)
Dept: 524 Protective Services			
524.640 - Equipment - CE	\$ 500	\$ 61,000	\$ 60,500
Dept: 539 Public Works			
539.120 - Salaries & Wages	\$ 95,330	\$ 101,000	\$ 5,670
539.233 - Vehicle Insurance	\$ 4,000	\$ 4,200	\$ 200
539.240 - Workers Comp - DPW	\$ 3,000	\$ 4,600	\$ 1,600
539.440 - P/W Utilities	\$ 2,500	\$ 3,500	\$ 1,000
Total Public Works	\$ 104,830	\$ 113,300	\$ 8,470
Dept: 571 Libraries			
571.000 - Libraries	\$ 33,600	\$ 35,000	\$ 1,400
Dept: 572 Parks & Recreation			
572.341 - Storm Debris Collection	\$ 10,000	\$ 2,580,000	\$ 2,570,000
572.462 - Maintenance - Grounds	\$ 12,000	\$ 60,080	\$ 48,080
572.490 - Playground Equipment	\$ 1,500	\$ 13,000	\$ 11,500
572.527 - Tools & Equipment	\$ 1,000	\$ 52,000	\$ 51,000
Total Parks & Recreation	\$ 24,500	\$ 2,705,080	\$ 2,680,580
Dept: 573 Board of Parks & Recreation			
573.480 - Public Relations/Promotion	\$ 4,000	\$ 13,000	\$ 9,000
TOTAL EXPENDITURES	\$ 485,460	\$ 2,927,380	\$ 2,441,920

Agenda Item 10 D.

Planning Board Appointment



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT

OCT 15 2025

NAME: Beth Kay Swain

ADDRESS: 16105 Gulf Blvd Redington Beach, FL 33708

PRIMARY PHONE #: 727 4588461 SECONDARY PHONE #: bktsnow@aol.com

How long has Applicant been a Redington Beach resident? 27 yrs.

Applicant is a qualified elector of the Town: X YES NO

SEEKING APPOINTMENT TO: (Check one)

☐ Board of Commissioners

☒ Planning Board

☐ Park Board

☐ Board of Adjustment

☐ Finance Committee

☐ Regular Member

☒ Alternate Member

EDUCATIONAL BACKGROUND:

College: Liberal Art Degree / Bus Min UNI Location: Adair Falls, Iowa

Major: University of North Iowa Degree: BA

EMPLOYMENT INFORMATION:

X Currently Employed Retired

Most recent employment:

Employer: Konica Minolta Phone: 813 207 8257

Address: 4035 Tampa Road City, State, Zip Code: Bldsmar, FL 34677

Position: Sales How long: 32 yr.

Why do you want to serve on the Commission? help out where I can.

Applicant Signature

Beth Kay Swain

Date

10/15/25

For Office Use Only:

Date Considered by Commission: Date of Appointment:

Term: Term Expires on:

Agenda Item 10 E.

**Interlocal Agreement between Pinellas County and
Local Governments for Post Storm Recovery Efforts**

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNICIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

**SECTION 5
HOLD HARMLESS**

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

**SECTION 6
FILING WITH CLERK**

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

**SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION**

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8 TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10 APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY

By: _____
Authorized Officer

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement

(attached, template for municipalities to sign with selected contractors)

Agenda Item 10 F.

**Contract for Audit Services by
CliftonLarsonAllen LLP**



September 10, 2025

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, 2025.

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 the governmental activities, the 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, 2025.

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 data collection form
- Preparation of schedule of expenditures of federal awards.

- 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; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). 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, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

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

The objectives of our audit also include:

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the 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 Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

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 on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

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

Auditor responsibilities, procedures, and limitations

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

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 and material noncompliance, 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 or a material noncompliance 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 or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of 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 or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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

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

We will include in our report on internal control over financial reporting and on compliance relevant information about any 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*.

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

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

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, 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, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. 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.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, 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; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

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

ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

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

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), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

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

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also

agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

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

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

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.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing 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	\$27,600.00
Audit of the implementation of GASB 101 – Compensated Absences	\$1,000.00 (Estimated)
Federal single audit	\$3,500.00 (If required)
Financial statement preparation	\$2,650.00

Nonattest capital asset and depreciation schedules \$800.00

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 as work progresses and are payable on presentation.

Bill to be mailed on	Amount to be billed
Upon execution of the statement of work	\$12,000
Upon beginning our substantive procedures	\$12,000
Upon delivery of the draft reports	Balance due

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:

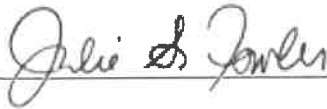
This letter correctly sets forth the understanding of Town of Redington Beach.

CLA

ORG: CliftonLarsonAllen LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: September 10, 2025

Client

ORG: Town of Redington Beach

NAME:

TITLE: Mayor

SIGN:

DATE:

ORG: Town of Redington Beach

NAME:

TITLE: Town Clerk

SIGN:

DATE:



September 10, 2025

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, 2025.

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

Examination services

We will examine your compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds during the period October 1, 2024 to September 30, 2025.

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, regarding the investment of public funds, 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, regarding the investment of public funds, 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 Auditor General, State of Florida 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, regarding the investment of public funds, 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, regarding the investment of public funds 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, regarding the investment of public funds. 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, regarding the investment of public funds 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, regarding the investment of public funds. 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, regarding the investment of public funds. 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, regarding the investment of public funds, 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, regarding the investment of public funds.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds; 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, regarding the investment of public funds, 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, regarding the investment of public funds. 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

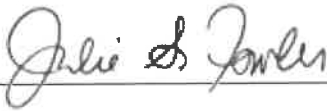
CLA

ORG: CliftonLarsonAllen LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN:



DATE: September 10, 2025

Client

ORG: Town of Redington Beach

NAME:

TITLE: Mayor

SIGN:

DATE:

ORG: Town of Redington Beach

NAME:

TITLE: Town Clerk

SIGN:

DATE:

Agenda Item 10 G.

Town Hall roof replacement estimates



TOWN OF REDINGTON BEACH

105-164th AVENUE

REDINGTON BEACH, FL 33708

PHONE: 727-391-3875

FAX: 727-397-6911

www.townofredingtonbeach.com

November 5, 2025

To: Mayor and Board of Commissioners

From: Adriana Nieves, CMC, Town Clerk

Re: Town Hall Roof Replacement Estimates

The roof over Town Hall is nearing the end of its useful life and needs to be replaced. We reached out to 3 local roofing companies, each of which submitted a proposal.

Here is a comparison table for your review:

Contractor name	Estimate	Deposit requested	Warranty on Workmanship	Brand of Shingles
Old Time Roofing	\$28,750.00	No	5 years	GAF Systems Fiberglass
Drew Roofing	\$29,440.00	50% down	10 years	GAF Systems Fiberglass
Burke Services	\$35,675.00	No	5 years	GAF Systems Fiberglass

The scope of work for each estimate is found on the following pages.

Respectfully submitted,

Adriana Nieves, CMC Town Clerk



TOWN OF REDINGTON BEACH

105-164th AVENUE

REDINGTON BEACH, FL 33708

PHONE: 727-391-3875

FAX: 727-397-6911

www.townofredingtonbeach.com

Old Time Roofing \$28,750

Remove old roofing materials

Replace rotten wood decking – 3 sheets of plywood in included, additional wood is \$5.00/foot

Underlayment – peel and stick

Includes drip edge, valley metal, lead boots and 6 offset vents

Includes new soffit on rear of building

Install new GAF Shingles

Includes clean up and haul away debris

5 year warranty on workmanship

Drew Roofing \$29,440

Remove old roofing materials

Replace rotten wood in decking, fascia and soffit – \$200 of plywood in included, additional plywood is \$100/sheet or \$8.00/foot

Underlayment – peel and stick

Install new flashing on all pipe vents

Install new drip edge and valley metal

Includes 90 ft of new shingled-over ridge vents and 6 4-ft. offset vents

Includes new soffit on rear of building

Install new GAF Shingles

Includes clean up and haul away debris

10 year warranty on workmanship

Burke Services \$35,675

Remove old roofing materials

Replace rotten wood decking – ALL wood is included

Underlayment – peel and stick

Includes drip edge, valley metal, lead boots and 6 offset vents

Includes new soffit on rear and right side of building

Install new GAF Shingles

Includes clean up and haul away debris

5 year warranty on workmanship



A Old Time Roofing



Ted R. Williams, Ent.

2636 22nd Street North, St. Petersburg, FL 33713

www.oldtimeroofing.net

(727) 824-9996

Fax (727) 824-6396

oldtimeroofing@aol.com

Licensed - #CCC1327304

Fully Insured

Agent: David Williams

Date: 10/24/2025

CONTRACTOR AGREEMENT

This Agreement made the 24th day of October, 2025 by and between A Old Time Roofing, Inc., and Kacie Dubois / City of Redington Beach, hereinafter called the Owner.

Witnesseth, that A Old Time Roofing, Inc. and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

A Old Time Roofing, Inc. shall furnish all of the materials and perform all of the work specified below to be performed on property at 105 164th Ave E Redington Beach, FL 33708 Phone No. 727-235-1327

Shingle Work

- ☒ Tear off existing roof to workable surface. Renail deck to code.
- ☒ Haul away debris.
- ☒ Replace rotten wood:
 - Decking
 - 30 square or linear feet free on any job over \$2,500.00.
 - replacement at \$2.00 per square or linear foot plus the cost of the materials, depending on existing type of material.
 - Fascia & Rafters
 - replacement at \$3.00 per linear foot plus the cost of the materials, depending on existing type of material.
- ☒ Dry in with 1 ply Peel&stick
- ☒ Install 0 drip edge.
- ☒ Install 10 valley metal.
- ☒ Install lead boots to vents.
- ☒ Install new GAF Pro-Start Shingles along the eaves
- ☒ Install GAF fiberglass shingles.
- ☒ Install Cobra Ridge Runner vents.

Modified/TPO

- ☐ Tear off existing roof to workable surface. Renail deck to code.
- ☐ Haul away debris.
- ☐ Replace rotten wood:
 - Decking
 - 30 square or linear feet free on any job over \$2,500.00.
 - replacement at \$2.00 per square or linear foot plus the cost of the materials, depending on existing type of material.
 - Fascia & Rafters
 - replacement at \$3.00 per linear foot plus the cost of the materials, depending on existing type of material.
- ☐ Install _____ insulation.
- ☐ Install tapered system.
- ☐ Dry in with _____
- ☐ Install _____ ply of _____
- ☐ Install _____ ply of _____
- ☐ Install _____ drip edge.

Tile / Metal Work

- ☐ Tear off existing roof to workable surface. Renail deck to code.
- ☐ Haul away debris.
- ☐ Replace rotten wood:
 - Decking
 - 30 square or linear feet free on any job over \$2,500.00.
 - replacement at \$2.00 per square or linear foot plus the cost of the materials, depending on existing type of material.
 - Fascia & Rafters
 - replacement at \$3.00 per linear foot plus the cost of the materials, depending on existing type of material.
- ☐ Dry in with _____
- ☐ Install _____ drip edge.
- ☐ Install _____ valley metal.
- ☐ Install lead boots to vents.
- ☐ Install _____ ply of _____
- ☐ Install _____

Permit Included

(Includes GAF Systems Plus 50 year warranty)

(Includes 3 sheets of plywood decking)

(Included 6 offset vents)

(Includes soffit on backside of building)

*no money down payment due on com

Article 2. Payment

Should homeowner decide to pay by credit card add 2.5% processing fee to contract price.

Total Bid Price: \$ 28,750

Additional Wood Replacement Cost to Be Billed on Final Invoice: \$ _____

Total Due Upon Completion: \$ _____

Price subject to change if:

- A. Existing Roof has multiple layers. Add \$25.00 per square per layer.
- B. If built up products are stuck to deck. Price is \$45.00 per man hour plus cost of material.
- C. If flashing needs to be replaced, cost would be \$4.00 a foot.
- D. During wood replacement, if gutters need to be removed and put back up, removal and re-installation fee will be \$2.00 a foot, plus any material costs. Should aluminum, soffit fall down as a result of wood replacement, re-installation fee is \$4.00 a linear foot. Should gutter guard need to be removed and re-installed, the cost is \$4.00 per foot.

Attorneys' Fees and Collection Costs. In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement.

Article 3. General Provisions

1. This contract constitutes the entire agreement between A Old Time Roofing, Inc. and the Owner. No items verbal.
2. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
3. A Old Time Roofing, Inc. shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
4. A Old Time Roofing, Inc. shall not be liable for damages caused by its trucks including damage to driveways, sidewalks, or sprinkler systems. Access to the roof for the work is mandatory for the fulfillment of this contract.
5. A Old Time Roofing, Inc. shall not be liable for interior damage caused by leaks previous to this contract date including weakened plaster, weakened drywall, rotten lumber or mold.
6. Warranty is Null and Void should ponding water not evaporate on flat deck within 48 hrs. as result of Authorized Contract Signer rejecting installation and expense of Tapered Flat Roof System or roofing drains. Does not apply to TPO roofs.
7. If leaks on roof should occur, A Old Time Roofing, Inc. must be contacted no later than 48 hrs. All warranties will be void if any person or Contractor tries to make repairs on roof without written authorization by A Old Time Roofing, Inc. If not contacted within 48 hrs. after roof leak, A Old Time Roofing, Inc. shall not be responsible for interior damages.
8. Not responsible for punctured water lines, electrical lines or freon lines as a result of roof installation.
9. If any rotten wood is located after the completion of job, the replacement cost will be \$28.00 per man hour plus cost of materials.
10. A Old Time Roofing, Inc. shall not be responsible for any act of God, ie: hurricanes, tropical storm or tornadoes, fires and tree damage.
11. A Old Time Roofing, Inc. is not responsible for existing warps and dips in structure of roof.
12. All warranties shall terminate in the event that after the application of this roof any equipment is installed or any other contractor goes on the roof to make alterations without prior written notice and approval by A Old Time Roofing.
13. The price to replace skylights doesn't include interior trim, drywall or paint. Sometimes the new skylight won't line up the same as the old one.
14. If you have low hanging branches over your roof, some trimming may be necessary. Our crew will only cut limbs which limit our ability to do an efficient job. You may prefer to have the trimming done by a professional before we start the job.
15. Our proposals are based on a complete job. Any leftover material remains the property of A Old Time Roofing unless otherwise stated in your contract. Generally, we send more material than estimated to make sure the crew does not run short.

Article 4. Guarantee

All work carries a 5 year warranty by A Old Time Roofing, Inc. against faulty workmanship.

If a leak should occur due to workmanship within this time, A Old Time Roofing, Inc. will repair it free. No excuses.

***LABOR WARRANTY NOT TRANSFERABLE. **NO WARRANTY WILL BE HONORED UNLESS FULL BALANCE IS PAID.**

Signed this _____ day of _____, _____.

By _____

Agent

By _____

Owner(s)

29

1. Removal/Closure of Chimney. Pursuant to Customer's request, Contractor has removed or closed the existing chimney on the property in such a manner as to make the fireplace inoperable. As such, Customer knowingly waives any and all claims arising out of or relating to the chimney or fireplace, including without limitation, use of the fireplace. If, at any time, Customer elects to sell, rent, lease, invite guests on the premises, sublet any or all of the property, or transfer title, ownership, or tenancy of the home in any way, Customer shall place the new owner, lessor, leasee, tenant, guest, or invitee on notice that the fireplace is inoperable. For and in consideration of \$10 given by Contractor to Customer and already reflected in the Agreement price, the Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees (individually "indemnitee," collectively the "indemnities") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs, and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the removal or closure of the chimney, or the use of a fireplace which has been deemed inoperable due to the work performed under this Agreement. The Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer. This provision shall survive the termination of the Agreement.



600 49th St S, St Petersburg FL 33707
Phone: 727-522-3739/ Fax: 727-522-7663

WWW.DREWROOFING.COM

LIC. # CCC1329814

Licensed, Insured and Bonded

PROPOSAL AND CONTRACT

Submitted To:	CITY OF REDINGTON BEACH	Phone:	727-235-1327	Date:	10/23/25
Street:		Email:	DPOOLE27@YAHOO.COM		
City, State and Zip:		Job Location:	105 164th Ave		
Attention:	DAVID POOLE		Redington Beach, FL 33708		

SHINGLE ROOF: ENTIRE ROOF OF BUILDING

- Remove existing roof to decking and re-nail deck in accordance with current Florida building code.
- Thoroughly inspect and replace any rotted wood on the decking, fascia, rafter tails and soffit.
- Install new flashings on all pipe vents.
- Install new kitchen/bathroom exhaust roof vents.
- Install 90 ft of new shingled-over ridge vents PLUS six 4-ft off-ridge vents.
- Install new drip edge.
- Install new valley metal.
- Dry in roof with 40mil ASTM approved peel and stick.
- Install GAF Timberline HDZ Lifetime Dimensional Shingles with GAF 25 Year System Plus Warranty.

PRICE INCLUDES:

Thorough clean-up of property and run a magnet over grounds.

Haul away and proper disposal of all debris.

Price includes labor, materials and all applicable taxes.

TEN year workmanship warranty (transferable).

No charge on first \$ 200.00 of wood.

Plywood \$ 100.00 per sheet / 1X \$ 8.00 per ft. / 2X \$ 9.00 per ft.

OTHER COMMENTS: PRICE INCLUDES INSTALLING NEW SOFFIT ACROSS ENTIRE REAR SIDE OF BUILDING AND RESETTING AND
SECURING ANY ON OTHER AREAS OF THE BUILDING.
PERMIT TO BE PULLED BY DAVID POOLE.

PAYMENT: ½ DUE PRIOR TO START. BALANCE UPON FINAL INVOICE.

Total Cost: \$ 29,440.00

Convenience fee of 4.0% on Credit Cards.

All materials are guaranteed to be as specified (or like kind and quality). All work to be completed in a workmanlike manner according to standard practices. Any change, alteration, or deviation from this Contract involving extra costs will be executed only upon approved written orders and will become an extra charge over and above this Contract which Owner agrees to pay. Such written orders can be approved via email. This Contract is contingent upon strikes, accidents, weather, and/or delays beyond Drew Roofing's control, and Drew Roofing is not liable for any damages resulting therefrom. Owner is to obtain and maintain property insurance for perils including but not limited to builder's risk, fire, tornado, hurricane, and wind along with all other necessary insurance. Drew Roofing's workers are fully covered by Workman's Compensation Insurance. Any controversy or claim arising out of or relating to this Contract, shall be settled under the laws of the State of Florida with venue in Pinellas County, Florida. As a condition precedent to any litigation, the parties agree to complete pre-suit mediation. Mediation shall be initiated by a written demand ("Demand") to the other party, setting forth the claim(s) in reasonable detail. Mediation shall occur not earlier than 15 days after service of the Demand, but no later than 90 days after service of the Demand. A mediator shall be jointly selected by the parties. Venue for the mediation shall be Drew Roofing's attorney's office in Tampa, Florida or at any different location agreed to by the parties. Agreements reached in mediation shall be enforceable as settlement agreements. If resolved by mediation, then each party agrees to bear its own costs and attorney's fees incurred in the mediation and to equally split the cost of the mediator. However, if not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. In any litigation arising out of or related to the Contract, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses of any nature incurred in connection with the dispute being litigated, including those that were incurred before and after litigation was commenced and specifically including those incurred in any appellate proceedings or proceedings to enforce or collect any judgment or judicial order. This Contract is the complete and final agreement and understanding between the parties, and any party hereto in the entering into this Contract has relied upon no other representations, written or oral, other than those herein. If any provision of this Contract is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall survive and continue to be enforceable.

Acceptance of Proposal and Contract: The above cost, specs, and conditions are satisfactory and hereby accepted. All payments (14) days past due will result in the assessment of interest and/or late fees, at the maximum rates allowed under Florida law. Drew Roofing reserves the right to terminate this Contract at any time and for any reason.

Authorized Signature

Date

BURKE SERVICES INC.

11936 84TH AVE SEMINOLE, FL 33772
727-410-8847
burkeservicesinc@hotmail.com
LIC. # CCC057690

NEW SHINGLE ROOF ESTIMATE

DATE: 10/20/25

105 164th Ave. Redington Beach, FL 33708
391-3875

PH: 727-

To: Town of Redington Beach,

1. Remove old roofing material.
2. Replace any bad wood. (woodwork included in price)
3. Re-nail roof decking as to state code.
4. Dry in with SA shingle underlayment.
5. Install new drip edge, valley metal, lead boots and 6 off ridge vents.
6. Seal drip edge, valley metal, lead boots and off ridge vents with asphalt roof cement.
7. Install new GAF Timberline architectural shingles with a Limited Lifetime Warranty.
8. Replace soffit on back and right side of building. (As discussed with Dave from public works)
9. Clean up and haul away debris from job.
10. Workmanship guaranteed for 5 years from completion date.

Payment shall be made to BURKE SERVICES INC. Owner agrees to pay the sum of \$35,675.00 upon completion. (ADD 4% IF PAYING BY CREDIT CARD and Financing Available)

SIGNATORIES: This agreement shall be signed on behalf of the property owner and on behalf of Burke Services Inc. by William Burke, and effective as of the date written when signed.

Owner Signature _____ Date: _____

The top of the page features a decorative header with a blue background. It consists of several overlapping, wavy, horizontal bands in different shades of blue, ranging from a deep navy to a bright cyan. The text is positioned on the left side of this header.

William J Burke

William J Burke

President Burke Services Inc.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BURKE, WILLIAM JAMES JR

BURKE SERVICES INC.
11936 84TH AVE
SEMINOLE FL 33772

LICENSE NUMBER: CCC057690

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/31/2024

EXPIRATION DATE: 5/31/2026

PERSON: WILLIAM J BURKE

EMAIL: JIMBURKE1970@HOTMAIL.COM

FEIN: 371854945

BUSINESS NAME AND ADDRESS:

BURKE SERVICES INC.

BURKE SERVICES INC.

11936 84TH AVE

SEMINOLE, FL 33772

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AFAINS, LLC DbA, American Family Agency - #03		CONTACT NAME: PHONE (A/C, No, Ext): (727) 669-4777		FAX (A/C, No):	
		E-MAIL ADDRESS: joe.g@afains.com			
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Atlantic Specialty Lines			
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			
INSURED BURKE SERVICES INC 11936 84TH AVE Seminole, FL 33772					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL SUBR INSD WVD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				BAK37099-6	11/21/2024	11/21/2025	EACH OCCURRENCE	\$	1,000,000		
		☐	CLAIMS-MADE	☒	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000		
		☐		☐					MED EXP (Any one person)	\$	5,000		
		☐		☐					PERSONAL & ADV INJURY	\$	1,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000		
		☐	POLICY	☐	PRO-JECT				☐	LOC	PRODUCTS - COMP/OP AGG	\$	1,000,000
		☐	OTHER:								\$		
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
		☐	ANY AUTO OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$			
		☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$			
				PROPERTY DAMAGE (Per accident)	\$								
					\$								
		UMBRELLA LIAB	☐	OCCUR				EACH OCCURRENCE	\$				
		EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$				
		DED	☐	RETENTION \$					\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									PER STATUTE	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐	Y/N	N/A					E.I. EACH ACCIDENT	\$			
If yes, describe under DESCRIPTION OF OPERATIONS below									E.I. DISEASE - EA EMPLOYEE	\$			
									E.I. DISEASE - POLICY LIMIT	\$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Burke Services Inc CCC057690

CERTIFICATE HOLDER

Town of Redington Beach
105 164th Ave
Redington Beach, FL 33708

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond Witkowski